



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: Tender No. CDG8102P19 for Hiring of Cementing Services including 2 (two) numbers Cementing Units for a period of 3(three) years in the States of Assam & Arunachal Pradesh.

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 Cementing Services including 2 (two) numbers Cementing Units for a period of 3(three) years in the States of Assam & Arunachal Pradesh.**

One complete set of Bid Document 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 Tender (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG8102P19
(ii)	Type of Bidding	:	Two Bid- Single Stage
(iii)	Tender Fee	:	INR 63,000.00 or US\$ 1,050.00 (Inclusive of GST @5%)
(iv)	Period of Sale	:	As mentioned in Online E-tender portal
(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal
(ix)	Bid Opening Place	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.

(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	Refer clause No. 2.2 of General Conditions of Contract
(xii)	Bid Security Amount	:	Rs. 94,00,000.00 - or US\$ 1,40,400.00
(xiii)	Bid Security Validity	:	31.07.2018
(xiv)	Original Bid Security to be submitted	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(xv)	Amount of Performance Security	:	10% of the contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	Refer clause No. 2.4 of General Conditions of Contract
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization & Timely Completion	:	Refer clause No. 17.0 of General Conditions of Contract
(xix)	Integrity Pact	:	Must be filled and 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 Integrity Pact : The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

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

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

4.2 For any clarification in regarding OIL's E-tender portal, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807178/4903.

5.0 IMPORTANT NOTES:

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

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents, which shall be submitted manually by the bidder in a sealed envelope superscribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam(India) :
 - a) Printed catalogue and Literature, if called for in the tender.
 - b) Any other document required to be submitted in original as per tender requirement.

The above documents, must be received at OIL's CGM-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the bid closing date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned in Online E-tender portal 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.
- iii) If the digital signature used for signing is not of "Class -3 with Organizations name", the bid will be rejected.
- iv) 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 RFx Response" Tab only. Bidders to note that no price details should be uploaded in "Technical RFx Response" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.)**

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

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Check
The table does not contain any data						

Go to this Tab "Notes and Attachments" for Uploading "Priced Bid" files.

Go to this Tab "Technical Attachment" for Uploading "Technical Bid".

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

Note:

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

6.0 OIL now looks forward to your active participation in the Tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(N. Sarmah)
SR. MANAGER CONTRACTS
For CGM-CONTRACTS
For **RESIDENT CHIEF EXECUTIVE**

PART - 1
INSTRUCTIONS TO BIDDERS

- 1.0** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BID DOCUMENTS

- 2.0** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's Tender No. & Type
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization & completion
- (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) including Proforma BB (PP-LC)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Non-Compliance, (Proforma-D)
- (l) Performance Security Form, (Proforma-F)
- (m) Agreement Form, (Proforma-G)
- (n) Proforma of Letter of Authority, (Proforma-H)
- (o) Authorisation for Attending Bid Opening, (Proforma-I)
- (p) Integrity Pact, (Proforma -J)
- (q) Safety Measures (Proforma – K)
- (r) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
- (s) Proforma for Parent Company Agreement & Guarantee [Proforma- M, (Attachment-I, II & III)]
- (t) Certificate of Annual Turnover & Net Worth (Appendix -I)
- (u) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG
- (v) Technical evaluation Matrix

- 2.1** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF 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.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the **"Technical RFX "** under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFX" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

- 5.0 LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.

5.1 BIDDER'S/AGENT'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

6.0 DOCUMENTS COMPRISING THE BID:

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

(A) TECHNICAL BID

- (i) Complete technical details of the services and equipment specifications with catalogue, etc as per tender requirement.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Statement of Non-compliance as per Proforma-D
- (iv) Integrity Pact digitally signed by OIL's competent personnel as Proforma- J, attached with the bid document to be digitally signed by the bidder.

Note : No price including Proforma BB (PP-LC) for PP-LC should be uploaded with Technical Bid; otherwise offer will be rejected.

(B) PRICED BID

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

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.
- (iv) **Proforma BB (PP-LC) for PP-LC, if applicable**

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

7.0 BID FORM:

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

8.0 BID PRICE:

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.

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

8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding Service Tax) 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 accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

9.0 CURRENCIES OF BID AND PAYMENT:

9.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) However, currency once quoted will not be allowed to be changed.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

11.0 BID SECURITY:

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

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

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or

b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or

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

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

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

11.3 Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.

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

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

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

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

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

11.9 The Bid Security may be forfeited:

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

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

11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC 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 CGM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.

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

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

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

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

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

Please ensure to mentioned the Tender No. in the BG

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

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: NOT APPLICABLE

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid

validity, it will be presumed that the bid is valid for 90 days from Bid Closing Date.

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

C. SIGNING & SUBMISSION OF BIDS:

14.0 SIGNING OF BID:

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

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

If any modifications are to be made to a document after uploading, the same may be deleted and such revised document are to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

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

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

15.0 SUBMISSION OF BIDS

- 15.1 The tender is processed under Single Stage – Composite 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 RFx" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. 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/Tender No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the Tender :

- i) Document required to be submitted in original as per bid document requirement.
- ii) Printed catalogue and literature if called for in the bid document.

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

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it

will be assumed that agency commission is not involved in the particular bid.

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

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

17.0 DEADLINE FOR SUBMISSION OF BIDS:

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

18.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security 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.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

20.0 EXTENSION OF BID SUBMISSION DATE:

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

21.0 BID OPENING AND EVALUATION:

- 21.1 Company will open both the Technical & Price Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

22.0 PRICED BIDS:

22.1 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

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

23.0 CONVERSION TO SINGLE CURRENCY:

While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

24.0 EVALUATION AND COMPARISON OF BIDS:

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

24.1 DISCOUNTS / REBATES:

Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

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

24.3 LOADING OF FOREIGN EXCHANGE:

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

24.4 EXCHANGE RATE RISK:

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

24.5 REPATRIATION OF RUPEE COST:

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

25.0 CONTACTING THE COMPANY:

25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6** above.

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

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA:

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

27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

28.0 NOTIFICATION OF AWARD:

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

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

29.0 PERFORMANCE SECURITY:

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

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

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

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

The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

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

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

- 29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

30.0 SIGNING OF CONTRACT:

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

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that the successful bidder/contractor has furnished fraudulent information / documents, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

32.0 CREDIT FACILITY:

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

33.0 MOBILISATION ADVANCE PAYMENT:

- 33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 33.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

34.0 INTEGRITY PACT:

- 34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **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.**
- 34.2 OIL has appointed Independent Monitors(IEMs) to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB/Tender at the following addresses:
- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail : rajivmathur23@gmail.com
 - b. Shri Satyananda Mishra, IAS(Retd), Former CIC & Ex-Secretary, DOPT, Govt. of India; E-mail : satyanandamishra@hotmail.com
 - c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

35.0 LOCAL CONDITIONS:

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations

concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

36.0 SPECIFICATIONS:

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

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

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

37.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **15%**

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

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

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

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

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

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

37.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) 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.

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

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

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

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

For example

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

OR

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

37.5 The tendered quantity is not 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.

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

37.7 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

37.8 Determination of LC:

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

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

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

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

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

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

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

37.9 Calculation of LC and Reporting:

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

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

37.10 Certification and Verification:

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

37.10.1.1 At bidding stage:

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

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

37.10.1.2 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
 - b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.
- 37.10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 37.10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 37.10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.
- 37.10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 37.11 Sanctions :**
- 37.11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 37.11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 37.11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 37.11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
- 37.11.5 In pursuance of the clause No. 37.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached as Proforma J) equivalent to the amount of PBG.

END OF PART - 1

PART – 2

BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR BID ACCEPTANCE:

The bid shall conform generally to the specifications, terms, and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents.

1.1 GENERAL CONFORMITY

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

A. TECHNICAL EVALUATION CRITERIA:

- 1.0 **EXPERIENCE:** The following minimum criteria should be met by the BIDDER failing which their bid/offer will be rejected:
- 1.1 Bid should be complete covering all the Scope of Work laid down in tender document and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outright.
- 1.2 The Bidder should have minimum 7(seven) years experience, reckoned from Original Bid Closing Date in providing Cementing services in-house to various Drilling and E & P companies and during this period, should have completed at least one contract of minimum one year duration.
- 1.3 The Bidder must have experience of successful execution of cementation job in at least 10 nos. of directional wells of minimum 1500 m drift displacement in last 7 (seven) years reckoned from the Original Bid Closing Date, out of which 5 (five) wells should be mainly Gas well.
- 1.4 The Bidder must submit necessary documentary evidences as noted below in support of the technical experience:
Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts/jobs, in the form of copies of any of the following documents (indicating respective contract number and type of services), such as:
 - (i) Satisfactory completion / performance report.
 - (ii) Proof of release of Performance Security after completion of the contract.
 - (iii) Proof of settlement / release of final payment against the contract.

- (iv) Any other documentary evidence that can substantiate the satisfactory execution of each of the contracts/jobs cited above.
- (v) Documentary evidence that can substantiate the satisfactory execution of the jobs as per point no 1.2 & 1.3 above such as – Job Log Sheet, Final Cementing programme & Job Completion Report etc. indicating chemicals/additives used. However, Bidder can also provide self-certified documents duly signed by the authorised signatory of the bid/CEO of the firm confirming execution of cementation jobs in deviated wells of horizontal displacement of 1500 meters, indicating Contract no., well name and operator's details with contact nos. etc.

NOTE-1:

- a. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.
- b. A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.

2.0 LABORATORY FACILITY:

- 2.1 The Bidder should have adequate LAB-Facility in India for designing cement slurry to meet OIL's requirement. The test facilities (Lab) should be in fully operational condition. However, in case a bidder does not have test facilities (Lab) in India at the time of bidding, the bidder has to provide a declaration signed by the Power of Attorney holder that in case they are awarded the contract necessary lab facilities will be established within the mobilization period as applicable for the Service under the Contract.
- 2.2 The Bidder shall design the cement slurry formulation as per requirement of each package indicated in the tender document and submit the test report of each design signed by authorized signatories along with the bid. The slurry design shall be done using OIL's API Class 'G' oil well cement to ensure the effectiveness of offered doses of additives against the intended use of particular package.
- 2.3 **In addition, the bidder shall submit the properly sealed samples of all the offered cement additives (two samples of each additive: 1/2 kg of each) along with the bid and another set of samples to be kept at bidders laboratories for testing purpose. It is to be noted that a bid with incomplete/partial submission or totally devoid of tender samples will not be considered for evaluation and such bid will be rejected outright.**
- 2.4 Testing of offered slurry formulation for each package will be carried out at OIL's Cement Laboratory at Duliajan, Assam, to assess the efficacy of slurry design towards requirement of each package indicated in the tender document. In case OIL's laboratory is preoccupied for a reasonable time the

testing of slurry design of some bidders may need to be carried out at the respective bidder's laboratory in presence of OIL's representatives. The test results so generated will be the final and binding and price bids will be evaluated accordingly.

2.5 **The bidder whose offered designs meet the parameters for all the 5 (five) packages in total as indicated in the tender document will only be considered for further evaluation of their bid, or else, their bid will be straightway rejected.**

3.0 The Bidder must have established Health, Safety and Environment Management System with sound track record. The BIDDER is required to provide documentary evidence in this respect.

4.0 **VINTAGE:**

4.1 The age of the Cementing unit, Batch Mixer supplied by the BIDDER shall not be of more than ten (10) years old as on Original bid closing date counted from the date of its manufacturing. The Bidder must furnish necessary certificates/documents in this regard from the OEM.

Offers with identified Cementing unit & Batch Mixer but with the condition **“subject to availability”** may be considered for techno-commercial evaluation. The bidders, however, shall have to confirm the availability of the Cementing Unit & Batch Mixer, seven days prior to price bid opening. The date of price bid opening will be intimated to the bidder subsequently. Bidders who fail to confirm availability of Cementing Unit & Batch Mixer will not be considered for price bid opening and would not be considered for award of contract also.

4.2 Bidder must confirm the age of the Surface tools and other equipment (except Cementing Unit & Batch Mixer) to be deployed by the Bidder in the event of award of Contract shall not be more than 5 (five) years old reckoned from Original bid closing date. The Bidder must furnish OEM's certificates/documents in this regard before mobilization. Also re-certification of the surface equipment and tools from a reputed Third Party Inspection Agency (pressure tested, thickness test, MPI, QA/QC) are to be provided before mobilization.

5.0 **PERSONNEL:** Bidder must submit an undertaking to submit the bio-data of all the above said personnel within 15 days from the date of LOA.

6.0 **MOBILIZATION:** The Bidder must confirm to mobilize the services as under:

Particulars	Mobilization Time
Initial Mobilization of Bidder's tools & equipment, accessories, spares etc.	Within 75 days of Mobilization notice issued by the Company
Interim Remobilization of Bidder's tools, equipment, accessories, - spares etc.	Within 45 days of Mobilization notice issued by the Company
Optional Services: Mobilization of Optional Tools, & equipment etc.	Within 60 days of Mobilization notice issued by the Company

Note: Supply of Chemicals/additives shall be in staggered manner as per OIL's well requirement.

7.0 Bids from 100% subsidiary:

Bids of those bidders, who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria. In such case, as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed) from the parent company to OIL for fulfilling the obligation under the contract, alongwith the technical bid.

7.1 In case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not meet the technical experience criteria stipulated in A.1.0 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsubsidiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company.
- (b) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the technical experience criteria laid down in Clause A.1.0 above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished, between them, their ultimate parent/holding company, along with the technical bid.

7.2 BIDS FROM CONSORTIUM:

- a) In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia. However, consortium can be only be formed with sister subsidiary/co-subsubsidiary companies having the same parent/holding company or within the same ultimate parent/holding company. The Leader of the consortium should satisfy the minimum experience requirement as per Para A.1.0 above.
- b) The leader of the Consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the duly CEO/Authorized person certified by the competent authority of the respective organization of the consortium members and Notarized must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. 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 buy the bid document 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 & address 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 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 pertaining to qualification of bidder of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- ix) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection
- 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.

8.0 CEMENT ADDITIVES:

- i) Bidder is required to quote the list of cement additives Performa B1. (As per specific quantity & specific property).
- ii) Bidder has to supply the whole package of cement additives from a single source either directly or through tie-up from any one of the following four internationally reputed cement additive supply companies:
 - 1) **M/s. Halliburton**
 - 2) **M/s. BJ Services**
 - 3) **M/s. Schlumberger**
 - 4) **M/s. Weatherford**

No other make of cement additives will be acceptable.

Necessary supporting documents for tie-up / MOU against this specific tender are to be submitted along with un-priced bid. However, if the Bidder is one of the above mentioned four companies, then such tie-up/MOU are not applicable.

- iii) The list of Cement additives offered by the Bidder shall require following supporting documents against each and every item:
 - a) Complete technical details, functionality, property, manufacturer's address with printed literature.

B. FINANCIAL EVALUATION CRITERIA:

- 1.0 The bidder must have annual financial turnover of at least of **Rs.23.56 Crores** or **US\$ 3.52 Million** in any of the preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports.
- 2.0 "**Net worth** of bidder must be positive for preceding financial/accounting year.
- 3.0 In case of Consortium of companies, at least one of the member of the Consortium shall have an annual financial turnover of minimum **Rs. 23.56 Crore or US\$ 3.52 Million** in 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.11.78 Crore or US\$ 1.76 Million** in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
- 4.0 The net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.
- 5.0 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 so far'.

- 6.0 For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- i) A certificate issued by a practicing Chartered /Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Appendix - I 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.
- 6.1 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.
- 7.0 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 on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them, and
 - (iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
 - (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date.
- 8.0 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

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

C. COMMERCIAL EVALUATION CRITERIA:

- 1.0 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work &

Technical Specifications of the tender and the Commercial Bid as per the **PRICE BID FORMAT.**

- 2.0 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. Bids with adjustable price terms will be rejected
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 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 as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 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.
- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 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.
- 10.0 Bids documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 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.
- 12.0 Any Bid containing false statement or false information or misleading information will be rejected.
- 13.0 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.
- 14.0 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.

- 15.0 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 Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety, Environment & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact
- 16.0 The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. **All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.**

D. PROCEDURE TO BE FOLLOWED FOR BID EVALUATION:

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

- 1.0 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.
- 2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.0 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized "Price Bid Format".
- 4.0 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price 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.
- 5.0 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:

TOTAL ESTIMATED CONTRACT VALUE INCLUDING ALL TAXES INCLUDING GST BUT EXCLUDING BASIC CUSTOMS DUTY WHICH IS EXTRA TO OIL FOR 3(THREE) YEARS [IG]

[IG] = [A + B + C + D + E + F +H+ Total GST]

Where,

A	Total Mobilization Charges
B	Total De-mobilization Charges
C	Total Rental Charge of Cementing Units/Equipment for 36 months
D	Total Personnel Charge for 36 months
E	Total Operational Charges
F	Total interim Demobilization & Remobilization Charges
H	Total Cost of Additives

6.0Purchase preference Policy (linked with Local Content) (PP-LC)

6.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender.

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

E. GENERAL:

1.0 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.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 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.

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

5.0 **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.

6.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:

Advice to bidders for avoiding rejection of their offers:

OIL has to finalise its purchase within a limited time schedule. Therefore, it may not be feasible for OIL to seek clarifications in respect of incomplete offers.

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OILs terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

Submission of 'BEC-Compliance matrix' duly filled-in, to re-confirm compliance with tender requirements:

Bidders should submit the '**BEC-Compliance matrix**' (as enclosed with the bid document) duly filled-in, so as to re-confirm compliance with each of the requirements of BEC and other important conditions of the tender. Each such confirmation should be clearly stated in the 'Bid Matrix' indicating "Confirmed" or "Not Confirmed", as applicable. Further, against each such confirmation, bidders should also indicate the reference/location (page No. /Annexure etc.) of the respective detail(s)/document(s) enclosed in the bid, so as to easily locate the same in bid document.

Bidders are advised to ensure submission of the 'Bid.

END OF BRC/BEC

&&&&

Part-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT

1.0 **DEFINITIONS:**

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

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) **"Willful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

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

2.1 **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.

2.2 **MOBILIZATION / DE-MOBILIZATION/INTERIM RE-MOBILIZATION OF THE CONTRACT:**

The mobilization schedule for the contract will be as under:

- 2.2.1 The mobilization of the Unit with accessories shall commence on the date of receipt of the 'Letter of Award' awarding the Contract and continue until the complete Cementing Unit along with the personnel are properly positioned at the nominated location and Contractor is ready for commencing operation.

Particulars	Mobilization Time
Initial Mobilization of Bidder's tools & equipment, accessories, spares etc.	Within 75 days of Mobilization notice issued by the Company
Interim Remobilization of Bidder's tools, equipment, accessories, - spares etc.	Within 45 days of Mobilization notice issued by the Company
Optional Services: Mobilization of Optional Tools, & equipment etc.	Within 60 days of Mobilization notice issued by the Company

Note: Supply of Chemicals/additives shall be in staggered manner as per OIL's well requirement.

- 2.2.2 In case of Optional Services, 60 days mobilization notice will be issued.
- 2.2.3 Interim de-mobilization of Tools, Equipment and Personnel as per the scope of work shall have to be de-mobilized on interim basis by the Contractor within 7 days from the date of issuance of interim de-mobilization notice.
- 2.2.4 **Interim de-mobilization:** Tools, Equipment and Personnel as per the scope of work as indicated by OIL shall have to be de-mobilized from well site by the Contractor after completion in a particular well on receiving Company's notification within 24 hours.
- 2.2.5 **Interim re-mobilization:** Tools, Equipment and Personnel as per the scope of work as indicated by OIL shall have to be re-mobilized on interim basis by the Contractor within 45 (Forty-five) days from the date of issuance of interim re-mobilization notice.
- 2.2.6 Demobilization shall be completed by Bidder within 60 days of expiry / termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re export basis shall be re-exported by Bidder except the consumables and spares. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Bidder's final settlement of bills. In the event all / part of the equipment etc. are transferred by Bidder within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Bidder shall be fully liable for payment of the customs duty.

NOTE: The succeeding day of issue of mobilization notice shall be counted as day 1 for the purpose of Mobilization period.

2.4 **DURATION OF CONTRACT:** The contract shall be valid for a period of 3(three) year from the Date of Commencement of the Operation.

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

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

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

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 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.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

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

4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section IV. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours then payments shall be made on pro-rata basis.

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

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

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

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

- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. 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 10 days from the date of issuance of notice without affecting the operation of the company.
- 5.3 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 & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 **WARRANTY AND REMEDY OF DEFECTS**

- 6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field 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.
- 6.2 Should Company discover at any time during the tenure of the Contract or till completion of demobilization of tools and personnel after issuance of demobilization notice/expiry of contract that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

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

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

- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
 - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.
- 7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.
- 7.5 However, the above obligation shall not extend to information which:
 - i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
 - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
 - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
 - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
 - v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;
- 8.0 **TAXES:**
- 8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under 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.

- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, 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.
- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

9.0 **GOODS AND SERVICES TAX**

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

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

- 9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 9.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 9.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an

Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

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

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

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

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

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

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

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

9.9 Contractor/vendor 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 / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.

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

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

9.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST

laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

- 9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 9.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 9.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 9.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 9.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 9.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 9.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 9.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

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

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

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- v) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- vi) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

9.27 **Anti-profiteering clause**

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

- 9.27.1 In case the GST rating of vendor 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 vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

10.0 **INSURANCE:**

- 10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

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

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

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

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

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

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

11.0 **CHANGES:**

11.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall

perform the work as changed. Changes of this nature will be affected by written order by the Company.

- 11.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

12.0 **FORCE MAJEURE:**

- 12.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Hours) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (seventy two) hours after its occurrence the 'force majeure' rate shall apply for the first 10(ten) days. Either party will have the right to terminate the Contract if such 'force majeure' conditions continue beyond 10 (ten) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of ten (10) days force majeure period.
- 12.4 Force majeure' rate shall apply only on Standby charges for personnel and Rental charge for tools irrespective of the operations carried out.

13.0 **TERMINATION:**

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

- 13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 13.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.
- 13.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 13.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract

will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

14.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under:

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

15.0 NOTICES:

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

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

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

16.0 SUBCONTRACTING/ASSIGNMENT:

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

16.2 If against an order placed by OIL, successful bidder(s) (other than Micro/ Small Enterprise) is procuring materials/services from their sub-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.

17.0 MISCELLANEOUS PROVISIONS:

17.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted

authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

- 17.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 17.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 17.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.
- 18.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**
- 18.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5 % of the Annualized contract value including mobilization cost, per week or part there of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause No. 2.2 of Section-I.

Note: For interim mobilization, LD will be applicable @ 0.5% of the Contract value, per week or part there of delay subject to maximum of 7.5%.

- 18.2 If the Contractor fails to mobilise as per the clauses 2.2 of Section-I from the stipulated date of mobilization, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 18.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- 19.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of annualized estimated Contract Price) with validity of 3(three) months beyond the

contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

- 20.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer/chemist will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.
- 21.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.
- 22.0 **LIABILITY:**
- 22.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 22.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 22.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 22.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees,

Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

- 22.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 22.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 22.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 22.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 23.0 **SUBMISSION OF FALSE INFORMATION OR FALSE STATEMENT**
- 23.1 Contractor/Bidder should note that documents submitted by the bidder/contractor against the tender should be presumed to be genuine/authentic and true copies of the originals. However, in case at any stage of tendering process or Contract execution or after expiry of the contract, if it is detected that bidder/contractor has submitted forged documents or furnished false information towards fulfillment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract and forfeit Security Deposit submitted by the bidder(s). Besides, the bidder/contractor shall be liable for banning from the future business with the Company for a period of 03(three) years from the date of issuance of debarment letter.

24.0 **INDEMNITY AGREEMENT:**

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

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

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

26.0 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).

27.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-

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

- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

28.0 **APPLICABLE LAW:**

28.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh.

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

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

l) Customs Act & Rules

29.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey 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 survey, or give out to any third person information in connection therewith.

30.0 **SUBSEQUENTLY ENACTED LAWS ON TAXES:**

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

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

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

- 30.4 Notwithstanding the provision contained in clause 30.1 to 30.2 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty, GST Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 30.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- 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 excise duty/CVD paid/payable on purchase of inputs.
- 31.0 **ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 32.0 **WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.
- 33.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.
- 34.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:**
- 34.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from company unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 34.1.1 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL

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

- 34.2 **MANNER OF PAYMENT:** All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 34.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.
- 34.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 34.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.
- 34.6 Contractor will submit 04 (Four) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 34.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 34.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 34.3 above.
- 34.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 34.10 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the

Contractor or by its sub-contractor.

- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

- 34.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.

END OF SECTION – GCC

Part-3

SECTION: II

SCOPE OF WORK / TERMS OF REFERENCE/ TECHNICAL SPECIFICATION

1.0 SCOPE OF WORK:

- i) OIL intends to hire two (2) sets of Cementing Services with Tools / Equipment / Chemical/Additives along with Manpower for cementing of different sizes of casing at different stage to different depth in drilling wells. The BIDDER shall provide their service as detailed below.
- ii) The scope of work involves details of services to be performed by the BIDDER, details of Tools / Equipment & Personnel to be provided by the BIDDER. However, quantum of job may vary depending upon drilling activities to be taken up by the Company during the course of the Contract and needs to be attended by the BIDDER. The BIDDER following mobilization of crew and equipment, shall be required to provide the intended services as desired by the Company as and when required in line with the contractual terms.
- iii) This section establishes the scope of work to be performed by BIDDER and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which BIDDER shall satisfy or adhere to in the performance of the work.

2.0 SUB-SURFACE INFORMATION:

1. Overburden gradient v/s depth : Normal

2. Brief Geological Information of the Area of Operation:

May be collected from OIL at appropriate time if required for the wells for which services are required.

3. Temperature Range:

Ranging from about 60 degree Celsius to 115 degree Celsius primarily which may vary depending on well depth.

4. Depth Range: About 2550m to 4950m mostly which may exceed in some cases up to 6000m.

5. Sub Surface Pressure: Sub-hydrostatic to about 500 PSI above hydrostatic.

6. Loss Circulation: Severe loss circulation is not expected. However, probability cannot be ruled out.

3.0 Tentative Casing Policy: General 3-stage & 4-stage casing policies shown below.

A. THREE STAGE:

Casing sizes	13.3/8"	9.5/8"	5.1/2"
Setting depth	150m	2000m	3800m

Expected cement rise	Surface	Surface	100m inside 9.5/8" csg.
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B. FOUR STAGE:

Casing sizes	20"	13.3/8"	9.5/8"	5.1/2"
Setting depth	150m	1800m	3800m	4500m
Expected cement rise	Surface	Surface	100m inside 13.3/8" csg	100m inside 9.5/8" csg.

C. FIVE STAGES WITH LINERS:

Casing sizes	20"	13.3/8"	9.5/8"	7" Liner	5" Liner
Setting depth	150m	1800m	3800m	4500m	5500 m
Expected cement rise	Surface	Surface	100m inside 13.3/8" csg	150m inside 9.5/8" csg.	150m inside 7" csg

D. HORIZONTAL WELLS:

Casing/ Liner sizes	13.3/8" Csg	9.5/8" Csg	7" Liner	4.1/2" Slotted Liner
Setting depth	150m	2000m	3200m	3550
Expected cement rise	Surface	Surface	30m inside 9.5/8" csg.	Not cemented

NOTE: The above is a tentative policy. The Setting depths might change depending on hydrocarbon shows and drilling conditions. Moreover, most of the wells will be directional wells

4.0 AREA OF OPERATION

The Company reserves the right to deploy the contractor for cementing services, at the same rates, terms and conditions anywhere in its oilfields in Assam primarily in and around Duliajan within the range of about 100km from Duliajan (i.e. in the districts of Tinsukia, Dibrugarh & Sibsagar) and Arunachal Pradesh. OIL also reserves the right to deploy the services on OIL's other operational area apart from Assam and Arunachal Pradesh during the tenure of the contract with mutually agreed terms as regards to Mobilization / Demobilization charges.

Note: For Arunachal RAP is required for foreign nationals apart from Inner line permit for every personnel.

Bidder to take note if any other permissions are required as per Indian Laws for foreign Nationals, the same to be arranged by the bidder.

5.0 SCOPE OF WORK

The scope of work involved, equipment required as well as expected quantum of jobs to be performed during a period of initial three years is furnished under Para 8.0 below.

The scope of work will include but not be limited to:

- 5.1 The BIDDER under this contract shall provide Cementing Engineering Services required for the following types of wells (gas/oil) for cementing along with cementing unit & cement additives.
 - A. Vertical wells,
 - B. J-bend wells,
 - C. S-bend well,
 - D. Horizontal well (liner cementing jobs)
- 5.2 The BIDDER shall be responsible to plan, design of cement slurry, pre-flush (if any), spacer and pumping rate etc & execute the cement job as per the well requirement, with their own chemicals & additives and to execute the jobs as per the plan approved by the Company with an objective to provide quality cementation job. Displacement of cement slurry will preferably be carried out by Rig pumps. However, depending upon the limitations of rig equipments, at times, services of cementing unit may be utilized for displacement.

Note: BIDDER shall adhere to the tentative cementing program and slurry design as submitted with bid document.
- 5.3 The BIDDER has to supply the whole package of cement additives from a single source either directly or through tie-up from any one of the following four internationally reputed cement additive supply companies:
 - 1) M/s. Halliburton
 - 2) M/s. BJ
 - 3) M/s. Schlumberger
 - 4) M/s. Weatherford
- 5.4 The BIDDER to carry out relevant tests on cement and additives in the laboratory as per the API recommendations as well as actual simulations for cement slurry design.
- 5.5 The BIDDER shall also be responsible to carryout post job analysis of all critical cementation jobs in their simulator and to suggest ways and means to improve further quality of jobs.
- 5.6 The BIDDER shall take into account the availability of all the requisite equipment and additives for the cementation jobs at the planning stage. The BIDDERS shall co-ordinate and recommend the availability of additives for all critical jobs prior to commencement.
- 5.7 The BIDDER shall collect the cement sample from bulk handling plant and to test in their own labs to confirm the designed slurry parameters.
- 5.8 The BIDDER to collect water samples from rig and to test in their own labs to confirm the designed slurry parameters.
- 5.9 The BIDDER shall design and carry out the following Cement jobs, Cement squeeze jobs or any such jobs as per the well requirement.
 - A- Primary cementing job (oil / gas well)
 - B- Two stage cementing jobs.

- C- Liner cementation job.
- D- Casing Integrity test, if required.
- E- Isolation repair job, if required.
- F- Any other job that may be necessary to be carried out by the cementing equipment/ unit.

5.10 The Cementing Engineer should propose tentative cementing program before time and make real-time changes as per the drilling requirement of the company.

5.11 Quality packaging of chemicals/additives should be according to the relevant API and OCMA specifications. The BIDDER should provide a list of complying standards.

5.12 The BIDDER must have a complete cement slurry design & testing laboratory in India for carrying out necessary lab tests as per the testing condition and cement slurry properties given in Annexure - I. However, in case a bidder does not have test facilities (Lab) in India at the time of bidding, the bidder has to provide a declaration signed by the Power of Attorney that in case they are awarded the contract necessary lab facilities will be established within the mobilization period as applicable for the services under the contract

The cement program shall include but not be limited to the following:

- ✓ Cement slurry density and volume,
- ✓ Cement slurry formulation & consistency,
- ✓ Draft hydraulic simulation.
- ✓ Draft computational fluid dynamics for fluids compatibility, interaction and optimization of properties and volumes.
- ✓ Bottom hole circulating temperature simulations.
- ✓ Propose cement additive and recommended concentration for the hole section.
- ✓ Complete cost estimates;
- ✓ API fluid loss at 1000 psi and BHT using Stirring Fluid Loss as per API recommendation for temperature > 190F (Static & Dynamic),
- ✓ Thickening time as per API schedule,
- ✓ Free water as per API schedule,
- ✓ Comprehensive strength at BHT (24 hrs & 72 hrs as per API schedule)
- ✓ For all Gas tight slurries in order to confirm gas tight integrity of cement slurry, bidder has to submit static gel strength test reports using Static Gel Strength (SGS) analyzer (recommended in API) indicating transition time maximum 45 min from 100 lbf/100ft² to 500 lbf/100ft².
- ✓ For Gas tight slurry, the bidder has to submit the "No gas migration test certificate" along with necessary test report of his or her own. SGSA report is also be acceptable.

5.13 The BIDDER shall maintain the log of operations to include cementing operation in progress, time break-up, density measurement, mixing rate, volume of fluid pumped, pumping pressure during cement pumping & displacement, displacement rate, quantity of cement, additives & mechanical aids used. All specific events occurring throughout the cementation job should be recorded along with other relevant points for post job analysis.

5.14 The BIDDER shall be responsible for providing a complete job report comprising of slurry design, computer aided programme, job execution parameter, complications if any, complete post job analysis & material consumption report so that accordingly necessary corrective measures/improvements/precautions for future operations may be taken up so to avoid costly secondary repair jobs.

The BIDDER shall also familiarize operator personnel with complete understanding of software programme to have meaningful interpretation of data.

- 5.15 BIDDER shall provide all equipment including cementing unit, manpower materials, chemicals and services specified herein. BIDDER shall be solely responsible for the operation and maintenance of BIDDER's equipment to avoid downtime including but not limited to the rigging up, testing, running and rigging down thereof.

6.0 **DETAILS OF EQUIPMENT TO BE DEPLOYED BY THE BIDDER:**

BIDDER shall provide all equipment necessary to carry out the jobs specified in the Scope of Work above and described elsewhere herein. The list of equipment and materials may contain such backups that may be necessary to avoid disruptions.

A brief description of the set up may be as follows:

6.1 **CEMENTING UNIT: 2 nos.**

SPECIFICATIONS:

The cementing unit should be a twin pump high pressure-pumping unit suitable for all types of pressure pumping services including but not limited to cementing. The unit should be mobile, self-driven or trailer mounted with standby horse unit having self-contained centrifugal supercharger pumps, circulating mixing system, hoppers and feed water pump etc.

The cementing unit should be complete in all respect for the cement jobs but not limited to the following:

- a) **Pump Sets:** The twin-pumping unit should be of single acting triplex pumps and at least one pump must have rated capacity of 10,000 PSI WP (Minimum) with pumping rate of 8 to 10 US BBLs per minute. Pumps should have safety valves (reset type) and could be set at any pressure as desired.
- b) **Prime Mover:** The pumping unit should be powered by two diesel engines compatible with the Pump Set rating. The engines should have self-contained system for air or electric start.
- c) **Re-circulating Cement Mixing System:** Re-circulating equipment consisting of re-circulating mixer used in conjunction with a single/two compartment, adequate to the requirement. Mixing tub equipped with a turbine agitator in each compartment. Re-circulating equipment which uses enhanced high-shearing jet mixing system is also acceptable.
- d) **Displacement Tanks:** Twin calibrated displacement tanks graduated in 0.5 bbls increments and holding a maximum of 10 bbls each for a measured total of 20 bbls.
- e) **Central Control Console:** All controls should be centrally located on the operating platform of the unit at a control panel. The controls must include:
 - All engine functions and diagnostic gauges for engine parameters (Oil pressure, temperature, transmission temperature and pressure)
 - Air actuated controls for all low pressure valve systems
 - Pump rate gauge for each pump with a totalizer
 - Pressure gauges for each pump
 - Centrifugal hydraulic pressure gauges
 - All safety control system

- f) **Safety System:** The cementing unit must incorporate adequate safety systems to avoid damage to the equipment or personal injury in the case of over pressurization.
- g) Full sensor package of advanced technology (without presence radioactive source/sensor) for monitoring & recording pumping parameters including rate, pressure and density. All parameters to be centrally recorded on the “Electronics System of Cement Unit” which should allow parameters to be viewed on a digital display and also record them so that data can be viewed, recovered, transmitted digitally and both soft & hard copies can be made.
- h) The bidder should provide the printed technical literature/catalogue for the offered cementing unit, tool/ equipment/ consumables etc.

6.2 BATCH MIXER: “OPTIONAL”

- a) **100 bbls. Capacity cement batch mixer:** 100 bbls. Capacity (2 x 50 bbl single - twin unit is also acceptable) cement batch mixer: One No. (Trailer/Truck mounted / Skid Mounted) with re circulating / jet mixing system agitator.
- b) The batch mixer should be complete with all standard equipment, gadgets, pipe fittings etc. for preparing cement slurries as desired by Company or its Consultant.
- c) This will be an optional item. Company retains discretionary power to exercise the option of asking the BIDDER to mobilize the batch mixer during the contract period.
- d) The bidder shall be responsible for operation & maintaining the Batch Mixer in proper working condition at all the time during the contract period.

6.3 SURFACE FITTINGS [TOOLS / EQUIPMENT]:

The BIDDER shall provide all the surface equipment / accessories / spares to carry out the cementing jobs as per the well cementation program and not limited to as under:

- a) **Cementing head with quick change adaptor:**
 - i) 9. 5/8” x 47ppf, N-80 & P110 x BTC (API 5CT) Standard double plug cementing head (5000 PSI) with quick coupler/adaptor having bottom buttress pin thread connection for 9. 5/8” casing – 2 Nos.
 - ii) 7” x 29ppf P110 x BTC (API 5CT) Standard double plug cementing head (5000 PSI) with quick coupler/adaptor having bottom buttress pin thread connection for 7” casing – 2 Nos.
 - iii) 5.1/2” x 20 ppf, N80 & P110 x BTC (API 5CT) Standard double plug cementing head (5000 PSI) with quick coupler/adaptor having bottom buttress pin thread connection for 5. 1/2” casing – 2 Nos.
 - iv) Adequate spares for above.
- b) **Chiksan Loops:** 2” chiksan loops of 10-12 ft length each & 15000 psi (fig1502) rating having suitable hammer unions and adapters to connect with the manifold of the cementing head as well as cementing unit – Total length 300ft (Minimum) for 2 (two) sets.

7.0 **PERSONNEL**

The following is the minimum category and number of Personnel required to be provided by the BIDDER for operation. The BIDDER may have more personnel, if considered necessary. However, if the BIDDER deploys more than required personnel for assisting their engineer towards performance of any specific job at well site during the currency of contract, Company will not pay for such additional man-power.

Sl. No	Personnel	Qty
1	Cementing Engineer	1 No.
2	Cementing Operator/Cementer	2 Nos.
3	Cementing Assistant/Helper	2 Nos.

A. Experience of Personnel:

1. Cementing Engineer

- The BIDDER will deploy competent, qualified (minimum of a valid degree in bachelors in engineering), adequately experienced and trained cementing Engineer with minimum five (05) years independent experience from the closing date of Tender in HP/DEVIATED/HORIZONTAL WELLS for carrying out jobs as mentioned in scope of work correctly and efficiently.
- The BIDDER shall depute his Cementing Engineer supervise all critical cementing jobs at the Rigs.
- Cementing Engineer should be fully trained in cementing engineering to perform all cementing & testing, analysis & interpretation results of tests and take corrective measures in maintaining required features of cement slurry.
- The Cementing Engineer deployed should not be more than 50 years of age.

2. Cementing Operator/Cementer

- Cementing operators/Cementer should have minimum 05 five years of experience as cementing operator and must be able to perform cementing operations independently. The Cementing Operator should have passed at least SSC or equivalent and trade certificate from reputed vocational institute and should also have undergone basic training in Cementing in reputed cementing school, such as Halliburton / Dowell Schlumberger / BJ / IDT (ONGC) or any other reputed cementing school.
- The Operator should be well conversant with all aspects of cementing and allied pumping jobs. The cementing Operator should have good knowledge about the use of cement additives their functions and factors influencing slurry design.
- The Cementing Operator deployed should be agile and of sound health to carry out vigorous operational & maintenance job of cementing unit.
- The Cementing Operator deployed should not be more than 50 years of age.
- Operator should be fluent in English language conversation.

3. Cementing Assistant/Helper

- Cementing technician should have relevant experience of (03) three years.

B. Other requirement

- a) The BIDDER shall submit the bio-data of personnel proposed to be deployed for services mentioned above (as per attached format) prior to deployment for the service mentioned under scope of work for OIL's approval.
- b) Cementing Engineer & Cementer should be an employee of the BIDDER. Necessary documents in this regard are to be submitted prior to deployment for OIL's approval. In case, the personnel is newly recruited in the organisation, necessary documents including appointment letters supporting the previous experience criteria should have to be submitted for approval.
- c) BIDDER shall submit an undertaking in the bid stating that they will provide Cementing Engineer & Cementer of minimum five years experience throughout the Contract period.

7.1 Responsibility:

1. Cementing Engineer:

- The Cementing Engineer should be at base office on continuous 24 hours a day basis.
- The Cementing Engineer should attend meeting in the office of GM (DS) when called for in connection with the contract.
- To plan, design, and co-ordinate with Company for successfully carrying out all cementation jobs, technical support for all aspects of cementing, pressure testing and associated cementing units, equipment /tools and shall carry out all connected activities in accordance with the highest standards. He will ensure overall supervision directly by him at site on all critical jobs.
- The cementing engineer will co-ordinate with Company Representative in sending cement, well site water and other samples to their base laboratory for design of slurry before field operation.
- At the end of cementation, the Cementing Engineer shall provide/submit report containing the following:
 - ✓ A detailed recap of hole section;
 - ✓ An evaluation of the cement additive properties and their performance;
 - ✓ An analysis and recommendation of the optimum parameters required based on experience gained while drilling the well;
 - ✓ A detailed list of cement additive consumption for the section;
 - ✓ A comparison of planned vs. actual cementing properties for the hole section;
 - ✓ A comparison of planned vs. actual cementing cost.
 - ✓ A detailed study may be performed on all reported cementing problem and methods/ strategies to mitigate them in the future;
 - ✓ A detailed recommendations for future wells;

2. Cementing Operator/Cementer:

The cementing operator / cementer shall be responsible including but not limited to the following:

- prepare cement slurry & carry out cementation jobs as per drilling and cement program;
- run, maintain, manage the cementing equipment;
- Prepare regularly cement program and submit to Company Representative on Drilling Unit.
- Managing stock of inventory related to cementing on the Drilling Unit.

- Ensure that adequate spares for all the equipment and tools are available on the Drilling Unit
- Should be well conversant with all aspects of cementing & allied pumping jobs.
- Shall carry out all the cementing & allied jobs carried out with cementing unit during drilling of oil & gas wells.
- Provide post job cement report to company representative as per international standards.

7.3 Other Requirements:

- a) Personnel provided by the BIDDER must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the BIDDER must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.
- b) Before actual deployment of suitable Engineer, the BIDDER must submit the bio-data of proposed personnel and obtain clearance from the Company.
- c) Provision of PPE (Personal Protective Equipment) for BIDDER's personnel will be the responsibility of the BIDDER.
- d) Personnel deployed by the BIDDER should be fluent in English/local language.

7.4 Replacement of BIDDER's Personnel:

BIDDER shall replace with a suitable substitute within 10 days of getting intimation from Company at BIDDER's expense any of the BIDDER's personnel if Company so requests in writing setting out grounds for its requirement.

7.5 Short Deployment Rates for Cementing Services Personnel

In the event of short deployment of personnel while the operation is in progress, deduction will be made with respect to shortage of personnel as under:

Sr. No.	Category	Short Deployment Rates (US \$)
1	Cementing Engineer	As quoted in Proforma B
2	Cementing Operator /Cementer	-do-
3	Cementing Assistant/Helper	-do-

8.0 VINTAGE OF TOOLS / EQUIPMENT:

8.1 The age of the Surface tools and other equipment (except Cementing Unit supplied by the BIDDER shall not be more than **5 (five)** years old reckoned from techno-commercial closing date. The BIDDER must furnish OEM's certificates/documents in this regard before mobilization. Also re-certification of the surface equipment and tools from a reputed Third Party Inspection Agency (pressure tested, thickness test, MPI, QA/QC) are to be provided before mobilization.

8.2 BIDDERS must submit a certificate along with their technical bids confirming the vintage and certifying that all the Equipment/Tools will be deployed in well maintained and perfect working condition.

9.0 QUANTUM OF JOBS TO BE PERFORMED DURING THE CONTRACTUAL PERIOD

The number of jobs anticipated during the initial three years period is as under; however, the actual quantity may vary depending upon the well situation during the course of operations:

Estimated Primary Cementing / Liner cementation jobs (including vertical, horizontal & J – bend wells): **220 in 3 (THREE) years.**

NOTE :

- a) Tentative Casing Policy has been furnished in 3.0 of Section - II above; however; range, casing sizes and depth of various jobs may vary well to well as per the well policy.
- b) Two stage cementation jobs of 9.5/8" casing to be carried out as and when required (Suitable Stage Collars & accessories will be provided by OIL).
- c) Quantum of the above indicated jobs are tentative only and may vary to some extent as per OIL's requirement.

10.0 TECHNICAL SUPPORT

The following technical support should be provided as and when required:

This will include but not be limited to:

- Testing and analysis of cement & chemical additives in line with API/ISO and other current specifications and provide detailed results of tests, if required.
- Spacer compatibility, hydraulics and volume optimization simulation is required.
- Pilot test/ fully test cement slurry properties based on the Well Cementing Programs.
- Recommend improvements of or to the cement slurry being proposed or used, based on information gained from Company and other parties. This may include suggestions for the use of additional or alternative products (where approved).
- **Cementing Software to simulate**
 - Temperatures to estimate BHCT and BHST.
 - Mud removal efficiency.
 - Hydraulic optimization (volume, properties, compatibility).
 - FEA analysis simulation for the liner jobs or any other proprietary software.
 - Centralizer placement
 - Casing running-in speed
 - Gas migration risk analysis

11.0 CONSUMABLES

- 1) Oil well API, Class 'G' cement and cementing water would be provided by OIL. Necessary additives will be provided by the BIDDER/Contractor. Company shall reimburse the cost of such additives/ items at actual to the BIDDER/Contractor against submission of documentary evidences on actual consumption basis. However, Diesel for BIDDER's Unit shall be arranged by BIDDER/Contractor.
- 2) Top/ Bottom cement plugs, Centralizer, Scratcher & stop ring as required will be provided by OIL.

- 3) BIDDER/Contractor shall supply the Chemicals/Additives in **staggered** manner depending on well requirement in lots as per OIL's well requirement.

4) BLENDING, TRANSPORTATION TO WELL SITE ETC:

Necessary additives will be mixed with gauging water (wet blending) by BIDDER's personals as per their design. Required cement additives for gauging water and pre-flush will be supplied by the BIDDER. However, API class 'G' cement will be supplied and required volume will be transferred to well site storage silo by OIL. Necessary feed to cementing hoppers/ Surge Tank will be done by OIL's personnel through pneumatic arrangement.

12.0 CEMENT ADDITIVES / CHEMICALS

- 12.1 BIDDER will design the required slurry with the quoted chemicals as per parameters indicated below. All the testing shall be carried out as per schedule API -RP 10B.

CEMENT SLURRY FORMULATION:

- a) The BIDDER is required to provide cement slurry formulation for 9.5/8" and 7"/5.1/2"/5" cementation job along with Technical Bid.

- b) The tentative parameters for cement slurry formulation are shown in Annexure - I below. The formulation should be complete showing percentage use of various additives with API "G" class cement.

c) **Slurry Formulation Parameters :**

BIDDERS are required to furnish along with the bid, slurry design reports and spacer design reports (**Spacer Chemical samples to be submitted**) for different temperature ranges as per the Specification of cement additive packages detailed in Annexure -I:

CONSUMABLE: As per Performa B1

- 12.2 The BIDDER shall be required to supply Cement Additives for the wells on the rig as per the quoted rates as per price format. In addition to above, OIL may also purchase other additives, which are in BIDDER's product line and provided along with the bid on as and when required by Operator for the slurry design of any specific well.
- 12.3 BIDDER is required to keep sufficient quantities of the cement additives on stock as per their slurry design / requirement at BIDDER's//Contractor's base.
- 12.4 Cement additives stock at any point of time unless specifically instructed by company should be in sufficient quantity for cementation of any well as per drilling program. This quantity will be adjusted as per drilling schedule. BIDDER must provide their published Price list for complete Cementing chemicals & additives. Company may procure any such additional items if operational requirement arises.
- 12.5 Payment for cement additives will be made as per actual consumption of additives on monthly basis.
- 12.6 The BIDDER shall maintain the inventory of chemical & material.

In order to confirm the quality of bulk additives supplied by the BIDDER, the Company reserves the right to check the quality of cement additives at Company's / BIDDER's cement test lab at random as per test reports. In case any additive(s) fail to meet the desired parameters as tested, then:

- a) BIDDER shall be required to replace those additives at their own cost without affecting operations.
- b) A variation of 10% (actual agreed formulation tested prior the job) on dosages and on required parameter of each slurry design shall be accepted without any penalty due to likely variation of quality of cement from batch to batch.
- c) For the excess dosages over the allowable 10% variation the Company shall accept that packages of chemical up to additional 20% of dosages, but the cost impact for these 20% additional dosages for that particular package of chemical will not be paid.
- d) Incase dosages of chemical of any particular packages is beyond 30% (10% + 20%) then the dosages of chemicals quoted in the bid against the particular packages, the particular package/Batch shall be rejected.

12.7 All cement additives / chemicals supplied by the BIDDER shall confirm to international packaging standard and shall have shelf life of minimum one year from the date the chemical reach the operation base at Duliajan. All additives in sacks / drum shall be handled in proper pallets / container for safe & smooth transportation.

12.8 **LEFT OVER CHEMICALS & ADDITIVES:**

The Company shall not pay for any left out cement additives and chemicals brought by the BIDDER. It shall be the liability of the BIDDER to re-export or dispose of (as deemed fit) the leftover cement chemicals and cement additives at base/site after conclusion of the Contract as per existing regulations. At the end of the contract open sacks and drums (after used partially for OIL's cementation job) will be charged back to OIL with proper justification. The contractor shall take sacks or drums, which are not opened at the end of project, back.

The BIDDER shall manage the shifting and cleaning of each site with regard to cement additives and chemicals upon completion of cementing job.

12.9 Any new updated specifications to enhance job performance, mostly API or recognized Non-API practices would be accepted for specific related jobs only after mutual agreement between Company & BIDDER.

12.10 In the event any chemical brand name / category changes occurs during the period of contract, the same shall be acceptable to the Company subject to no change in cost, concentration, properties and test report compliance from the Company's test lab only.

12.11 Any additional new additives / technology products (not in the standard price list or Main Contract Price List) will be supplied only after consultation and acceptance of Company and the same will be quoted on request.

13.0 **JOB SIMULATION:**

The BIDDER shall submit recommendations for mechanical aids and chemical aids such as centralizers placement, pre-flush design, spacer design, cement slurry design (including requirement of additives), casing running in speed, pumping & displacement rate, regime of flow job schedule based on u-tube simulator results, gas migration risk analysis, estimation of BHCT etc. based on computer aided design and computer simulation results for all the casing cementation jobs on which they are providing services.

14.0 TESTING FACILITY & CEMENT SLURRY FORMULATION:

- i) The BIDDER should have the adequate facilities to test cement additives and design cement slurry. BIDDER's laboratory must be located in India for testing cement, additives and for designing cement slurry as per API 10B standards. In addition to this, the BIDDER may be required to carry out cement testing jobs beyond the scope of API 10B, if operational requirement arises. Post cement job testing of any kind, if required, has to be carried out by the BIDDER. At OIL's discretion, such testing at BIDDER's laboratory may be witnessed by OIL's representative. Also OIL reserves the right to carry out Post-Cement job analysis. For this purpose, Contractor needs to supply the additives used in the respective job.
- ii) The BIDDER is required to provide documentary evidence on various facility, tools & equipment available in the laboratory to undertake cement formulation & slurry design covering all parameters
- iii) The BIDDER is required to provide printed literature on tools / equipment available in the LABORATORY

15.0 REPORTING:

15.1 General

BIDDER shall comply with the following reporting requirements as a minimum. BIDDER shall also provide additional reports to the Company Representative as may reasonably be requested during the Work.

15.2 Materials Inventory

An up to date inventory of all cement additives held on stock should be provided to Company on weekly and as used basis. Such an inventory can never fall below a pre-determined critical level. A weekly report shall be submitted to the concerned Company Representative of Drilling Department.

15.3 Job Report

Report of an acceptable standard shall be submitted, on a job basis to the concerned Company Representative of Drilling Department.

15.4 BIDDER to submit the following prior to Mobilization for Company's approval:

- MSDS Sheets for each chemical or cement additive
- BIDDER's safety manual and procedures and a Safety policy covering but not limited to the following aspects:
 - a) Safety training policy
 - b) Safety reporting and analysis
 - c) Safety of personnel
 - d) Protective clothing and appliances
 - e) Fire
 - f) First Aid

16.0 **MOBILIZATION OF TOOLS/EQUIPMENT/CONSUMABLES/SPARES**

The BIDDER shall mobilize all the tools & equipment & sufficient inventory in a package to meet contractual obligation for carrying out **assigned jobs**.

Particulars	Mobilization Time
Mobilization of equipment, tools, accessories, consumables & associated Services including manpower as per Scope of Work	Within 75 days of Mobilization notice issued by Company
Interim Remobilization of BIDDER's tools & equipment, accessories, - spares etc.	Within 45 days of Mobilization notice issued by the Company
Optional Services	
Mobilization of Optional Tools & equipment etc.	Within 60 days of Mobilization notice issued by the Company

Note: Supply of Chemicals/additives shall be in staggered manner as per OIL's well requirement.

17.0 **INSTALLATION / DISMANTLING/ INTER LOCATION MOVEMENT /DEMOMILISATION:**

- a) All tools/ equipment/ accessories/consumables is to be mobilized first to **Field Head Quarter at Duliajan, Assam, India.**
- b) The equipment is to be installed and made operational for carrying out assigned jobs at each required location. Crane services if required for the service will be provided by OIL
- b) The equipment is to be dismantled at each well at the end of operation there.
- c) Movement of tools / equipment / accessories from location to base and then to subsequent locations will be the responsibility of the BIDDER.

ANNEXURE-I

1.0 DESCRIPTION OF ITEMS : CEMENT ADDITIVES

NUMBER OF PACKAGES FOR 3 YEARS REQUIREMENT (1package=1MT) **(Cement Quantity = 52.5 MT per job)**

- i) **SERVICE PACKAGE - 1 (60 - 85°C BHCT) = 50jobs - Oil String cementing without Silica Flour, = 2625packages**
- ii) **SERVICE PACKAGE - 2 (85 - 110°C BHCT) - 10 jobs - Oil String cementing with silica flour (+ 4000 M) = 525packages**
- iii) **SERVICE PACKAGE - 3 – 75 jobs - Oil String cementing with Gas block additives (+ 4000 M) = 3940packages**
 - 1. 3A (60-85°C BHCT) – 30 Jobs =1575 packages
 - 2. 3B (85-110°C BHCT) – 30 Jobs =1575 packages
 - 3. 3C (85-110°C BHCT) (Gas Tight Light Weight)– 10 Jobs= 525 packages
 - 4. 3D (110°+ C BHCT) - 5 Jobs = 260 packages
- iv) **SERVICE PACKAGE - 4 (85-110°C BHCT) - 5 jobs- Liner Cementing = 260packages**
- v) **SERVICE PACKAGE - 5 -80jobs- Isolation (Intermediate) Casing Cementing (Cement Quantity = 63 MT per job)**
 - 1. 5A (Lead Slurry – 12.5 ppg) : 80 Jobs (5040packages)
 - 2. 5B (Tail Slurry – 15.8 ppg) : 80 Jobs (5040packages)

2.0 RECOMMENDED PRESSURE - TEMPERATURE RANGE, TESTING CONDITIONS AND CEMENT SLURRY PROPERTIES FOR DIFFERENT PACKAGES :

- 2.1 SERVICE PACKAGE-1: Cement additives for temperature range 60-85°C BHCT: 2625 packages along with defoamer. Test report will be assessed at 80°C. (BHST 109°C)**

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type and fresh water, having a specific gravity 1.90 (118 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder or homogeneous liquid free from visible impurities
2.2	Solubility in water	Additives will be pre-hydrated except for Lightweight additives; which are to be dry blended & soluble or dispersible in fresh water.
2.3	Moisture content% by mass determined at 60-85°C	10.0(max)
3.0	SLURRY PROPERTIES	
3.1	Thickening time at HTHP consistometer at 60-85°C and 7000 psi (Pressure to be raised in 44 minutes)	300 to 360 minutes (Min) for 100Bc

3.2	Fluid loss as per API	45 ml/30 min(Max)
3.3	Free water as per API	0%(Max)
3.4	Initial consistency	10 - 15 BC (Max)
3.5	24 hrs compressive strength BHST as per API schedule	2000 psi (Min)
4.0	TESTING PARAMETERS	
4.1	BHCT	60 - 85°C to test at 80°C
4.2	BHST	84-117°C to test at 109°C
4.3	Bottom hole pressure	7000 psi
4.4	Time to raise temp. and pressure	44 minutes
4.5	Slurry specific gravity	1.90(118lbs/cft)

**2.2 SERVICE PACKAGE-2: Cement additives for temperature range 85-110°C
BHCT - with or without 35% Silica flour (BWOC): 525 packages along with antifoam. Test report will be assessed at 100°C. (BHST 124°C)**

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type and fresh water, having a specific gravity 1.90 (118 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder or homogeneous liquid free from visible impurities
2.2	Solubility in water	Additives will be pre-hydrated except for Lightweight additives; which are to be dry blended & soluble or dispersible in fresh water.
2.3	Moisture content% by mass determined at 85-110°C	10.0(max)
3	SLURRY PROPERTIES	
3.1	Thickening time at HTHP consistometer at 85-110°C and 8500 psi (Pressure to be raised in 44 minutes)	300 to 360 minutes (Min) for 100Bc
3.2	Fluid loss as per API	45 ml/30 min(Max)
3.3	Free water as per API	0%(Max)
3.4	Initial consistency	10 - 15 BC (Max)
3.5	24 hrs compressive strength BHST as per API schedule	2000 psi (Min)
4	TESTING PARAMETERS	
4.1	BHCT	85 - 110°C (test at 100°C using silica flour)
4.2	BHST	117-132°C to test at 124°C
4.3	Bottom hole pressure	8500 psi
4.4	Time to raise temp. and pressure	44 minutes
4.5	Slurry specific gravity	1.90(118lbs/cft)

2.3 SERVICE PACKAGE-3:

**2.3.1 Service Package 3A: Cement additives for temperature range 60 - 85°C
BHCT -for Gas tight slurry: 1575 packages along with defoamer. Test report will be assessed at 80°C. (BHST 109°C)**

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type and fresh water, having a specific gravity 1.90 (118 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder or homogeneous liquid free from visible impurities
2.2	Solubility in water	Additives will be pre-hydrated except for Lightweight additives; which are to be dry blended & soluble or dispersible in fresh water.
2.3	Moisture content % by mass determined at 60-85°C	10.0(max)
3	SLURRY PROPERTIES	
3.1	Thickening time at HTHP consistometer at 60-85°C and 7000 psi (Pressure to be raised in 44 minutes).	300 to 360 minutes (Min) for 100Bc
3.2	Fluid loss as per API	50 ml/30 min(Max)
3.3	Free water as per API	nil
3.4	Initial consistency	10 - 15 BC (Max)
3.5	24 hrs compressive strength at BHST as per API schedule	2000 psi (Min)
3.6	Static gel strength using Static Gel Strength (SGS) analyzer (recommended in API)	45 min (max) transition time from 100 lb _f /100ft ² to 500 lb _f /100ft ²
3.7	Linear expansion	0.2% (min) in 5 days
4	TESTING PARAMETERS	
4.1	BHCT	60 - 85°C to test at 80°C
4.2	BHST	84-117°C to test at 109°C
4.3	Bottom hole pressure	7000 psi
4.4	Time to raise temp. and pressure	44 minutes
4.5	Slurry specific gravity	1.90(118lbs/cft)

**2.3.2 Service Package 3B: Cement additives for temperature range 85 - 110°C
BHCT - with or without 35% Silica flour for Gas tight slurry: 1575 packages along with defoamer. Test report will be assessed at 100°C.
(BHST 124°C)**

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type and fresh water, having a specific gravity 1.90 (118 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder or homogeneous liquid free from visible impurities
2.2	Solubility in water	Additives will be pre-hydrated except for Lightweight additives; which are to be dry blended & soluble or dispersible in fresh water.
2.3	Moisture content % by mass determined at 85-110°C	10.0(max)

3	SLURRY PROPERTIES	
3.1	Thickening time at HTHP consistometer at 85-110°C and 8500 psi (Pressure to be raised in 44 minutes).	300 to 360 minutes (Min) for 100Bc
3.2	Fluid loss as per API in stirring fluid loss equipment	50 ml/30 min(Max)
3.3	Free water as per API	nil
3.4	Initial consistency	10 - 15 BC (Max)
3.5	24 hrs compressive strength at BHST as per API schedule	2000 psi (Min)
3.6	Static gel strength using Static Gel Strength (SGS) analyzer (recommended in API)	45 min (max) transition time from 100 lb _f /100ft ² to 500 lb _f /100ft ²
3.7	Linear expansion	0.2% (min) in 5 days
4	TESTING PARAMETERS	
4.1	BHCT	85-110°C to test at 100°C
4.2	BHST	117-132°C to test at 124°C
4.3	Bottom hole pressure	8500 psi
4.4	Time to raise temp. and pressure	44 minutes
4.5	Slurry specific gravity	1.90(118lbs/cft)

**2.3.3 Service Package 3C: Cement additives for temperature range 85 - 110°C
BHCT – Gas-tight Lightweight cement for Gas tight slurry: 525
packages along with defoamer. Test report will be assessed at 100°C.
(BHST 124°C)**

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type and fresh water, having a specific gravity 10.0 ppg (75 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder or homogeneous liquid free from visible impurities
2.2	Solubility in water	Additives will be pre-hydrated except for Lightweight additives; which are to be dry blended & soluble or dispersible in fresh water.
2.3	Moisture content % by mass determined at 85-110°C	10.0(max)
3	SLURRY PROPERTIES	
3.1	Thickening time at HTHP consistometer at 85-110°C and 8500 psi (Pressure to be raised in 44 minutes).	300 to 360 minutes (Min) for 100Bc
3.2	Fluid loss as per API in stirring fluid loss equipment	50 ml/30 min(Max)
3.3	Free water as per API	nil
3.4	Initial consistency	-15 - 20 BC (Max)
3.5	24 hrs compressive strength at BHST as per API schedule	1500 psi (Min)
3.6	Static gel strength using Static Gel Strength (SGS) analyzer (recommended in API)	45 min (max) transition time from 100 lb _f /100ft ² to 500 lb _f /100ft ²

3.7	Linear expansion	0.2% (min) in 5 days
4	TESTING PARAMETERS	
4.1	BHCT	85-110°C to test at 100°C
4.2	BHST	117-132°C to test at 124°C
4.3	Bottom hole pressure	8500 psi
4.4	Time to raise temp. and pressure	44 minutes
4.5	Slurry specific gravity	1.20 (75lbs/cft)

2.3.4 Service Package 3D: Cement additives for temperature 110°C BHCT – 260 packages along with defoamer. Test report will be assessed will be assessed at 115°C. (BHST 124°C)

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type and fresh water, having a specific gravity 15.8 ppg (118 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder or homogeneous liquid free from visible impurities
2.2	Solubility in water	Additives will be pre-hydrated except for Lightweight additives; which are to be dry blended & soluble or dispersible in fresh water.
2.3	Moisture content % by mass determined at 115°C	10.0(max)
3	SLURRY PROPERTIES	
3.1	Thickening time at HTHP consistometer at 115°C and 9500 psi (Pressure to be raised in 44 minutes).	250 to 300 minutes (Min) for 100Bc.
3.2	Fluid loss as per API in stirring fluid loss equipment	50 ml/30 min(Max)
3.3	Free water as per API	Nil
3.4	Initial consistency	10 - 15 BC (Max)
3.5	24 hrs compressive strength at BHST & 9500 psi	2000 psi (Min) at 100°C BHCT
3.6	Static gel strength using Static Gel Strength (SGS) analyzer (recommended in API)	Indicating transition time maximum 45 min from 100 lbf/100ft ² to 500 lbf/100ft ² .
3.8	Linear expansion	0.2% (min) in 5 days
4	TESTING PARAMETERS	
4.1	BHCT	To test at 115°C
4.2	BHST	117-132 °C to test at 124°C
4.3	Bottom hole pressure	9500 psi
4.4	Time to raise temp. and pressure	44 minutes
4.5	Slurry specific gravity	15.8 PPG (118lbs/cft)

2.4 SERVICE PACKAGE-4: Cement additives for temperature range 60-85°C BHCT- Liner job: 260 packages along with defoamer. Test report will be assessed at 80°C. (BHST 109°C)

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type
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		and fresh water, having a specific gravity 1.9 (118 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder or homogeneous liquid free from visible impurities
2.2	Solubility in water	Additives will be pre-hydrated except for Lightweight additives; which are to be dry blended & soluble or dispersible in fresh water.
2.3	Moisture content % by mass determined at 60-80°C	10.0(max)
3	SLURRY PROPERTIES	
3.1	Thickening time at HTHP consistometer at 60-85°C and 7000 psi (Pressure to be raised in 44 minutes)	300 to 360 minutes (Min) for 100Bc
3.2	Fluid loss as per API	50 ml/30 min(Max)
3.3	Free water as per API	nil
3.4	Initial consistency	10 - 15 BC (Max)
3.5	24 hrs compressive strength at BHST as per API schedule	2000 psi (Min)
3.6	Static gel strength using Static Gel Strength (SGS) analyzer (recommended in API)	Indicating transition time maximum 45 min from 100 lbf/100ft ² to 500 lbf/100ft ² .
4	TESTING PARAMETERS	
4.1	BHCT	60 - 85°C to test at 80°C
4.2	BHST	84-117°C to test at 109°C
4.3	Bottom hole pressure	7000 psi
4.4	Time to raise temp. and pressure	44 minutes
4.5	Slurry specific gravity	1. 9(118 lbs/cft)

2.5 SERVICE PACKAGE-5: Cement additives for Intermediate Isolation Casing for the temperature range of 60-90°C BHCT- 9.5/8in Casing Jobs: 5040 packages along with defoamer. Test report will be assessed at 800C. (BHST 109°C)

1	SLURRY TYPE	<p><u>Lead Slurry:</u> Cement slurry design should consists of API class 'G' HSR type and fresh water, having a density of 12.5 ppg (93.5 pcf)</p> <p><u>Tail Slurry:</u> Cement slurry design should consists of API class 'G' HSR type and fresh water, having a density of 15.8 ppg (118 pcf)</p>
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder or homogeneous liquid free from visible impurities
2.2	Solubility in water	Additives will be pre-hydrated except for Lightweight additives; which are to be dry blended & soluble or

		dispersible in fresh water.
2.3	Moisture content % by mass determined at 60-90°C	Lead : 10.0(max) Tail : 10.0(max)
3	SLURRY PROPERTIES	
3.1	Thickening time at HTHP consistometer at Lead: 60-90°C and 7000 psi (Pressure to be raised in 44 minutes)	Lead : 300 to 360 minutes (Min) for 100Bc Tail : 250 to 300 minutes (Min) for 100Bc.
3.2	Water loss as per API	Lead: 100 ml/30 min(Max) Tail : 50 ml/30 min(Max)
3.3	Free water as per API	Lead : 1.4% (max) Tail : Nil
3.4	Initial consistency	Lead: 25 - 30 BC (Max) Tail : 10 - 15 BC (Max)
3.5	24 hrs compressive strength at BHST as per API schedule	Lead: 500 psi (min) Tail : 2000 psi (Min)
4	TESTING PARAMETERS	
4.1	BHCT	60 - 90°C to test at 80°C
4.2	BHST	84-118°C to test at 109°C
4.3	Bottom hole pressure	7000 psi
4.4	Time to raise temp. and pressure	44 minutes
4.5	Slurry specific gravity	Lead: 12.5 ppg Tail: 15.8 ppg

2.6 SERVICE PACKAGE-6: Cement additives for Lost Circulation for the temperature range of 60-90°C BHCT (BHST 84-118°C) -: Test report will be assessed at 80°C. (BHST 109°C)

- 200 bbls of spacer for Reservoir Section i.e. 50 bbls per job
- 500 bbls of spacer for Non Reservoir Section i.e. 50 bbls per job
- Lost Circulation Material for 1000 bbls of cement slurry i.e. LCM to be mixed with last 100 bbls of cement slurry per job

1	Lost Circulation Material	<u>1)</u> Lost Circulation Spacer for Reservoir Section <u>2)</u> Lost Circulation Spacer Material for Non Reservoir section <u>3)</u> Lost Circulation Material for Cement Slurry
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	<ul style="list-style-type: none"> Additives as received should be applicable for reservoir section; and must not leave any skin behind (degradable) Non reservoir section shall have lost circulation material as spacer and fibers in cement slurry Calcium Carbonate, Barite and Bentoite will be provided by company
3	TESTING PARAMETERS	
3.1	BHCT	60 - 90°C to test at 80°C
3.2	Bottom hole pressure	7000 psi
3.3	Time to raise temp. and pressure	44 minutes

General Note:

1. Suitable spacer design of density 12.5 ppg and volume of 50US barrels for each of the above service packages and chemicals required for the spacer should be provided by the BIDDER. The said parameters are for Water Based Mud only.
2. Silica Flour and API Class 'G' cement, Calcium Carbonate, Barite and Bentonite shall be supplied by OIL. In addition to the above, SAPP will also be provided by OIL.
3. Mixing Tank: Oil will provide mixing tanks with agitators and centrifugal pumps for mixing Pre-Flush/ Spacers / Cement Mix fluid.

ADDITIONAL SERVICE PACKAGE

BIDDER to indicate additional items required for the solutions to the following mentioned problems. If required Company may go for purchase of the additives/chemicals and avail the service.

1. Loss circulation during drilling.
2. Chemical additives to enhance shear bond of the cement slurry.
3. Chemical additives to provide enhanced mechanical properties to cement slurry.
4. Prevent washout open hole sections.
5. A solids free fluid system with Newtonian fluid behavior which can penetrate to remediate issues viz., micro-annuli, tight casing leaks, annular gas migration, sustained casing pressure, gravel pack repair, water breakthrough, etc.

END OF SECTION – II

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Part-3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT

- 1.0 DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 **“Approval”** as it relates to Company, means written approval.
- 1.2 **“Base Location”** means where the Bidder will establish camp for their equipment and personnel. The Bidder has to carry out maintenance for the equipment in the base camp.
- 1.3 **“Cementing Operation”** means all operations required to be carried out pursuant to this contract.
- 1.4 **“Company’s items”** means the equipment, materials and services, which are to be provided by Company at the expense of Company.
- 1.5 **“Contractor’s items”** means the Cementing Unit; materials and services, which are to be provided by Bidder to carry out the job satisfactorily which, are listed under terms of reference and technical specifications in Section - II.
- 1.6 **“Company's Personnel”** means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The Company representatives of OIL and Consultant deployed by OIL for supervision of operations are also included in the Company's personnel.
- 1.7 **“Contractor’s personnel”** means the personnel as mentioned under terms of reference and technical specification in Section - II, to be provided by Bidder to conduct operations hereunder.
- 1.8 **“Contractor’s representatives”** means such persons duly appointed by the Bidder to act on Bidder’s behalf and notified in writing to the Company.
- 1.9 **“Day”** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- 1.10 **“Equipment”** means Cementing Unit completes with pumps, Prime Mover and other accessories and equipment as listed in the Contract.
- 1.11 **“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.
- 1.12 **“Operating Area”** means those areas in Assam and Arunachal Pradesh where Cementing Operations will be carried out.
- 1.13 **“Site”** means the land and other places, on/under/in or through which the works are to be executed by the Bidder and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.14 **“Work”** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- 2.0 MOBILIZATION**
- 2.1 The mobilization of the Unit with accessories shall commence on the date of receipt of the ‘Letter of Award’ awarding the Contract and continue until the complete Cementing Unit along with the personnel are properly positioned at the nominated location and Contractor is ready for commencing operation.
- 2.2 The contractor, following mobilization of the crew and equipment, will be required to provide services as and when required as desired by Company in line with the scope of work.
- 2.3 Mobilization charges will be payable only when the Unit along with all accessories (free of all defects / encumbrances) and operating personnel are

positioned at nominated location in readiness to undertake / commence the work under this contract at the first location and duly certified by the Company's Engineer. Mobilization charges will be paid on successful completion of 1st job within 10 days of completion of mobilization of equipment and personnel by the contractor.

In the event of non-assignment of 1st job within the stipulated 10 days as mentioned above, 50% of the mobilization charges shall be released and rental payment shall start from 11th day.

3.0 **DEMOBILISATION:**

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

4.0 **ASSOCIATION OF COMPANY'S PERSONNEL:**

4.1 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.

4.2 Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.

5.0 **PROVISION OF PERSONNEL AND FACILITIES**

5.1 The Contractor shall provide experienced personnel for the services. All the personnel to be deployed must have adequate experience (Ref. Section - II) and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses within a week, any of their personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behavior or whose presence is considered reasonably undesirable. The Contractor shall provide the supporting staff at their own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completion of mobilization for start of operations. The Contractor shall not deploy its personnel unless cleared by the Company. Any replacement with equivalent qualification/experience needs OIL's prior approval.

- 5.2 The Contractor shall be responsible for and shall provide for all requirements including accommodation of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no charge to the Company.
- 5.3 The Contractor's Engineer at site shall have all the 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.
- 5.4 The contractor will be responsible for arranging their base office and suitable arrangement to keep their Cementing Unit & other Equipment in Duliajan at their own cost. Cementing Unit along with other necessary equipment are to be mobilized from Duliajan base at appropriate time to site to take up cementing & related jobs without causing any delay in operation as and when advised by Company representative.
- 5.5 Representative/ Cementing Engineer of the contractor will have to report every day at designated Company-representative's office after award of contract.
- 5.6 Contract should have their own suitable communication system at their base office in Duliajan to contact with OIL as well as their own office/personnel as and when required.
- 5.7 The Contractor should 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.
- 5.8 Contractor will provide all POL for operation of Contractor's Unit/equipment both at well-site and campsite at Contractor's cost. There shall be no escalation in the rates and others throughout the duration of the contract including extension, if any, on account of any price increase in fuel / lubricants.
- 5.9 Zero day rate will be applicable for shutdown of Cementing operation on account of inadequate supply of Contractor's items, including but not limited to, POL(Petroleum Oil lubricants), personnel etc. to the job.
- 6.0 **INTERIM DEMOBILIZATION AND RE-MOBILIZATION OF PERSONNEL & TEMPORARY PAUSE OF OPERATION:**

In case of lean period, contractor's equipment(Unit) including manpower shall have to be temporarily demobilized after completion in a particular well on receiving Company's notification within 24 hours. However, no charges will be payable after interim de-mobilization notice has been issued for the particular unit.

Contractor shall re-mobilize tool including manpower for a particular unit within 45 days from the date of interim re-mobilization notice. In such situation contractor shall be paid Interim De-mobilization/ Re-mobilization charges including all relevant costs as per their quote.

7.0 **COMPANY'S OBLIGATIONS:**

7.1 Entry Permits: Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents only.

7.2 Security: Company shall organize all possible help from local government/ administration to Contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel as well as all security (including Contractor's equipment and personnel) will, however, be the responsibility of Contractor. However, Security at well site will be provided by OIL as per prevailing standard.

7.3 Crane service: OIL will provide crane service at well site for normal handling of the Contractor's material, equipment at well site "free of charge". The loading, unloading and transportation shall be done at Contractor's supervision and risk. OIL shall not be responsible for any damage during handling.

7.4 Medical Facilities: Company will extend the medical facilities to the extent available at its hospital at Duliajan on chargeable basis.

8.0 **PERFORMANCE OF WORK:** The Contractor shall submit log/job sheet after execution of a particular job to Company detailing the job carried out as per the scope of the work at 7:00 AM on subsequent day. The Company, at its option may change the periodicity of such reports.

9.0 **LABOUR:**

The engagement of the labour, if required, shall be met from the areas of operation and minimum wages will be according to the rates applicable at the relevant time, which can be obtained from the District Authorities/Regional Labour Commissioner (Central) of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

10.0 **SAFETY:**

10.1 The Contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules and regulations as per Oil Mines Regulation. No smoking or open flame shall be permitted on the operation site and nearby, except in areas marked by the Contractor and approved in writing by the Company.

10.2 The Contractor shall report, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulations.

10.3 The Contractor shall have a complete Safety Manual that will be available in the work site at all points of time and readily accessible.

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

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

12.0 **CUSTOMS DUTY:**

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

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

- 12.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in **Proforma-A**, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. The Contractor should also consider the position in regard to import of goods as specified in list No. 34 of above notification against zero Customs Duty. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- 12.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 12.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in **Proforma-A** or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in **Proforma-A** will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is

not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

- 12.5. 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.
- 12.6 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.

13.0 DEMOBILISATION & RE-EXPORT:

- 13.1 The Contractor shall arrange for and execute demobilization of the set of Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall include dismantling of its accessories/equipment, including the manpower. In case of final demobilization, re-export of its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Final demobilization shall be completed by Contractor within 60 days of issue of final demobilization notice by Company. Immediately after re-export/block transfer/rollover to new contract, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export/block transfer/rollover to new contract documents to Company as documentary proof of re-exporting/block transfer/rollover its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.
- 13.2 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.
- 13.3 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after

completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non- observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

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

13.5 As the above statutory provisions are frequently reviewed by the Govt., the bidders/Contractor(s) are advised to check the latest position in their own interest and OIL will not bear any responsibilities for any incorrect assessment of the statutory levies by any bidder/Contractor.

14.0 **DAMAGE OR LOSS OF THE CEMENTING UNITS:**

a) The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Cementing Unit 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, Contractor and subcontractor, and Contractor 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.

b) If the Cementing Unit is declared to be a total loss or damaged beyond repair and/or construed to be total loss, as determined by the applicable insurance coverage and the Contractor fails to replace the damaged Cementing unit with the similar unit, this contract shall be terminated in respect of the Unit as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that Cementing Unit, except for its payment of money then due or liabilities to be charged in respect of work already done under this contract in respect of that Cementing Unit. However, replacement for the damaged unit(s) shall be made within the stipulated time as mutually agreed.

15.0 **DATA INTERPRETATION:** Since all data interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of gross negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or

sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of willful negligence.

16.0 DATA HANDLING AND LIABILITY:

Company warrants and represents that it is the owner or licensee of any data that will be provided to Contractor and that it has the right to disclose data to Contractor. Company expressly agrees that Contractor shall only be provided with copies of data and agrees that Company shall retain all originals and/or backup copies of any data provided to Contractor. Contractor shall have no liability whatsoever for any loss or damage to the data.

17.0 CONFIDENTIALITY:

- a) During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.
- b) The obligations set forth in Clause-(a) above of this Contract shall not be applicable for the confidential information which:
 - i) is in the public domain at the time of its disclosure; or
 - ii) was known by the Contractor prior to its disclosure by the the Company, provided that the Contractor gives proper evidence of such prior knowledge; or
 - iii) has been rightfully obtained by the Contractor from a third party without any breach of a confidentiality obligation towards the Company; or
 - iv) has been independently discovered or developed by the Contractor without using Confidential Information, so long as such independent discovery or development can be documented and verified.
 - v) is required to be disclosed as per the directive of the Court or Government Authority.

18.0 FISHING:

DELETED

19.0 POLLUTION & CONTAMINATION:

Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:

- i) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from

Contractor's equipment and facilities above the surface including all claims, demands and causes of action of every kind and character arising from such pollution or contamination.

- ii) Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.
- iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

20.0 LIABILITY FOR THE WELL OR RESERVOIR:

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

- i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or
- ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or
- iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or
- iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;
- v) third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its sub- contractors, its agents and its parents, subsidiaries and affiliates, its other contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.

21.0 SAFETY:

- i) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person

employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.

- ii) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.
All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- iii) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- iv) The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- v) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- vi) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- vii) The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many officers/work persons undergone IME and type of medical coverage given to the officers/work persons.
- viii) The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year.
- ix) 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.

- ix) 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.
- xi) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- xii) The contractor shall have to report all incidents including near miss to Installation Manager/departamental representative of the concerned department of OIL.
- xiii) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- xiv) If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- xv) The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- xvi) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- xvii) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- xviii) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- xix) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- xx) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- xxi) In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- xxii) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- xxiii) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- xxiv) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

22.0 **LIMITATION OF LIABILITY:**

Notwithstanding any other provisions herein to the contrary, except only in cases of **willful misconduct** and / or **Criminal acts**,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company and
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

23.0 **INTELLECTUAL PROPERTY:**

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

24.0 **IP INFRINGEMENT:**

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

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

- 25.0 **OIL's Equipment:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to Contractor, the Contractor shall compensate OIL suitably.

END OF SECTION-III

SECTION IV

SCHEDULE OF RATES

The rates as incorporated in Proforma-B and Proforma-B1 and payable by the Company under the full and proper performance of contractor's contractual obligations as per provisions of this contract will be governed by the following:

1.0 MOBILISATION CHARGES :

- 1.1 Mobilization Charges should be quoted on lump sum basis as per price schedule format (Proforma - B) and should cover all local , foreign costs (if any) of the contractor to mobilize the equipment and crew as per requirement (ref. 5.0& 6.0 of Section-II) to Duliajan, Assam, including all local taxes, port fees, inland transport etc., but excluding Customs duty (which will be to the Company's account, if applicable) on the items declared in **Proforma - A** &s should cover travel expenses, in-transit accommodation charges, personal insurance etc. for personnel. Service tax as applicable will be paid by OIL.
- 1.2 Mobilization will be completed when all the operating tools/equipment are received and tools/equipment are tested/calibrated to its rated specifications successfully along with crew at Duliajan, Assam.
- 1.3 Mobilization charges will be payable when all equipment & crew are positioned to undertake/commence the work at the first location and duly certified by the Company's Engineer and on successful completion of 1st job within 10 days of completion of mobilization of equipment and personnel by the contractor.
In the event of non-assignment of 1st job within the stipulated 10 days as mentioned above, 50% of the mobilization charges shall be released and rental payment shall start from 11th day.
- 1.4 Any demurrage accrued on account of delay in clearance through customs, if any will be on Contractor's account. The Company will provide necessary assistance to the extent possible if required for custom's clearance on receipt of request from the contractor and all such request must be made well in advance (at least 20 days).
- 1.5 There shall be no part payment or pro-rata payment.
- 1.6 **Mobilization Charges** should not exceed 7.5% of the total estimated contract value excluding optional charges.
- 1.7 Company at its discretion may allow cementing operation to start without completed mobilization, provided it is possible to start first cementing job with the items since mobilized. However, the shortfall items must be mobilized by the Contractor immediately thereafter. If Company permits the Contractor to start cementing job without completed mobilization, only 80% of Mobilization charges will become payable to the Contractor and the remaining 20% of mobilization charges will be deducted as penalty over and above the liquidated damages as set out in the Contract, which will not be paid by Company even after the shortfall items are made available. However, notwithstanding this provision for partial mobilization, Contractor must make all-out effort for mobilization of Cementing Units, equipment, tools and accessories etc. as per the contractual provisions.

2.0 **RENTAL CHARGES FOR EQUIPMENT PER MONTH:**

- i) Equipment, tools, accessories etc.(including Cementing Unit) required for performance of the services are furnished vide 5.0 of Section-II for which bidders are to quote monthly rental charges per equipment as per Proforma-B.
- ii) Rental charges for equipment for cementing services shall be applicable from the date of completion of mobilization.
- iii) The monthly rental charges should include supply of spares and consumables, replacement / maintenance cost and any other operational requirements if any during the contractual period.
- iv) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.
- v) Rental will not be payable, if the Contractor withdraws the whole or part of the equipment or any manpower affecting operations.
- vi) Rental will be payable for full month or part thereof on pro-rata basis.
- vii) If, Contractor's tool /equipment fails to perform, for any reason in the duration of operation, then no RENTAL shall become payable until the equipment /tool is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.

3.0 **BATCH MIXER: [OPTIONAL]**

- i) Bidder to quote for 100 Bbl. Capacity Batch Mixer – One No. with following financial parameters:
 - a) Mobilization Charges
 - b) De-Mobilization Charges.
 - c) Day Rate Charges (Rental)
- ii) The cost of this will not be considered for price-bid evaluation.
- iii) Company may exercise the option to hire the service of Batch Mixer during the contractual period depending upon operational requirement.

4.0 **COST OF ADDITIVES:** As per Proforma – B1

Payment to the contractor shall be made on actual consumption of cement additives.

5.0. **PERSONNEL CHARGES PER MONTH:**

- i) Personnel Charges shall be payable per month basis for running the Cementing Unit and handling other Tools & Equipment for carrying out specific well related jobs.
- ii) Contractor to submit attendance sheet along with the invoice in this regard.

- iii) In case of shortage of manpower, necessary deduction will be made as per clause 6.5 of Scope of Work.
- iv) Charges for Contractor's personnel ceases with effect from the day, the Company serves the de-mobilization notice to the Contractor.
- v) Charges for Contractor personnel will not be payable for the period, the Cementing Unit remains in-operative or non-functional to carry out assigned jobs.
- vi) Charges shall not be payable to entire group of Contractor's personnel for a period of 10 days as a penalty, in case of failure of any equipment resulting in poor primary cementing job attributed to the service Provider.

5.0 **OPERATIONAL CHARGES:**

- i) The bidders are to quote operational charges for jobs shown in Para 8.0 of Section-II (quantum of jobs to be performed) on per job basis.
- ii) The operational charges shall include cost of slurry design, testing at contractor's own laboratory in India and actual cementing operation.
- iii) Operational charges will be payable only on successful execution of the job.

6.0 **DEMOBILISATION CHARGES:**

- i) The demobilization charges should be quoted as Lump Sum charges as per price schedule format (Proforma-B) which will include all charges inclusive of demobilization of contractor's all equipment and crew from operational base, Duliajan.
- ii) **Demobilization Charges** will be payable to contractor by the Company only once after completion of Company's activity in drilling location against this Contract. The Contractor shall arrange for and execute demobilization of their entire package of Cementing Unit, Tools/Equipment/Spare/Accessories etc. upon receipt of notice from the Company. De-Mobilization shall indicate completion / termination of the Contract and Contractor shall bear all such costs / charges, if any.
- iii) All the charges on Cementing Unit, Tools / Equipment / Spare / Accessories/Personnel etc. shall cease to exist with effect from the day; the Contractor is issued de-mobilization notice by Company.
- iv) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.
- v) The **De-Mobilization Charges** of the price format should not exceed 5% of the total estimated contract value excluding optional charges.

8.0 **INTERIM DE - MOBILIZATION & RE - MOBILIZATION CHARGES [TOOLS / EQUIPMENT WITH ACCESSORIES & PERSONNEL]**

- i) The bidder is required to quote Interim Demobilization & Remobilization Charges in LUMP SUM covering rental Tools/ Equipment with accessories/manpower. The Company retains the right to De-Mobilize Contractor's Equipment & Tools temporarily and Re-Mobilize the consignment in case of, but not limited to, need for temporary suspension of Company's activity for operational reasons, or any other reason as deemed fit to the company. In such an event these charges in LUMP SUM amount are payable.

Interim Remobilization shall be deemed to be completed when all equipment/tools (free of defects/ encumbrances) are re-installed and re-commissioned at Site and duly certified by the Company Representative/authorized person regarding readiness of the equipment to undertake/ commence the work assigned under the Contract.

- ii) No Charges, whatsoever, shall be payable from the time the Interim De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice and duly certified by Company's representative.
- iii) The total period of interim demobilization and remobilization during the Contract period for equipment/ tools and accessories shall not exceed 6 (six) months. However, beyond said period, the interim demobilization and remobilization period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such interim demobilization and remobilization period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days notice to the Contractor before the expiry of the Contract.

10.0 **DAY RATE FOR TOOLS / EQUIPMENT / PERSONNEL DURING FORCE MAJEURE:**

- i) All rates quoted by bidder shall be restricted to 50% of respective charges under above circumstances. This will be considered as **FORCE MAJEURE RATE**.
- ii) The **Force Majeure Rate** shall be payable during the first 15 days period of force majeure in case of all operations. No payment shall accrue to the Contractor beyond the first 15 days period.

10.0 **ZERO RATES:**

Notwithstanding any provision in the contract, no charges shall be payable for the period, the job or activity assigned to the contractor is halted due to breakdown of Contractor's Cementing Unit, tools/equipment or non-availability of chemicals, key personnel or for any other reason whatsoever attributable to the Contractor.

11.0 **GENERAL NOTES:**

- 1.0 Company shall give notice to contractor to commence demobilization. Contractor will ensure that demobilization is completed within thirty (60) days of notice from the Company. Company also reserves the right to serve notice for demobilization of any equipment at any point of time at its discretion during the contractual period and the monthly rental charges for equipment will be deducted accordingly.

- 2.0 All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export /re-export outside India will be to contractor's account.
- 3.0 Upon completion of duration of contract, the Contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment.
- 4.0 Documentary evidence regarding submission of returns and payment of tax for expatriate personnel engaged, if any by the contractor.
- 5.0 Proof of re-export of all items (excluding consumables consumed during the contract period) and also cancellation of re-export bond, if any.
- 6.0 Any other document as required by applicable Indian Laws and asked by Company.
- 7.0 Bidders should indicate name and address of their Indian agent, if any, and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".
- 8.0 Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per **Proforma – A**.
- 9.0 From the **Proforma-A**, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (RE-EX).
- 10.0 Similarly, from the **Proforma-A**, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract).
- 11.0 Contractor will carry out dismantling operation on receipt of instruction from Company.

&&&&&&

END OF SECTION - IV

Proforma A, Proforma-B, Proforma B1 including Proforma BB (PP-LC)

Please refer on-line format under notes and attachment in the e-tender portal

BID FORM

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

Sub: Tender No. CDG8102P19

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 both parties have signed the Contract.

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 90 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2018.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

FORM OF BID SECURITY (BANK GUARANTEE)

To:

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

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

SEALED with the said Bank this ____ day of _____ 20-----.

THE CONDITIONS of these obligations are:

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

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

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

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.

PROFORMA - F

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:
- B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of this Contract;
 - (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 Tender No. CDG8102P19

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

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

Date : _____

Sir,

Sub : OIL's Tender No. CDG8102P19

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

&&&&&&&&

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. **The**

Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

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

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date .

&&&&

To,

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

SUB:SAFETY MEASURES FOR

OIL's Tender No. CDG8102P19

DESCRIPTION OF WORK/ SERVICE:

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation

pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

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

(Seal)

Date_____

Yours Faithfully

M/s_____

CONTRACTOR

FOR & ON BEHALF OF

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____
 Dated _____

To
 Oil India Limited

India

Dear Sirs,
 d) 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).

e) 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.

f) 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.

g) 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.

h) 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.

i) This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

j) The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

k) 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.

l) 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
and address
(in legible letters)
Stamp With Bank

(Signature)
Full name, designation
(in legible letters)

WITNESS NO.2

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

Attorney as power of
Attorney no. _____
Dated _____

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

&&&&

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

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER
OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in 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)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER
OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

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

WHEREAS

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

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

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

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

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

1. The Guarantor (Parent Company / **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-

performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

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

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

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the
Company_____

Witness:

2. Signature _____
Full Name _____
Address _____

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

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **Rs. 23.56 Crore** (or **USD 3.52 million**) 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.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto **31st March, 2018** are correct.

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

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

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature