



**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](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
**FAX: (91)374-2803549**

### **FORWARDING LETTER**

**M/s** \_\_\_\_\_  
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**Sub: Tender No. CDG8189P19 for Hiring of Six (06) Nos. Mud Logging Units and Services for deployment in OIL's Operational areas within North East, India and Two (2) additional Mud Logging Units and Services within India for a period of 3 (three) years**

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise in "Navaratna" Category, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Regional office 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 Service Provider through OIL's e-procurement site for Hiring of Six (06) Nos. Mud Logging Units and Services for deployment in OIL's Operational areas within North East, India and Two (2) additional Mud Logging Units and Services within India for a period of 3 (three) years. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG8189P19
(ii)	Type of Bidding	:	Online-Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 63,000.00 or US\$ 1,050.00 (Inclusive of GST @5%)
(iv)	Period of Sale	:	01.06.2018 to 05.07.2018
(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	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(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	:	As defined in the tender
(xii)	Bid Security Amount	:	Rs. 36,00,000.00 or US\$ 52,760.00
(xiii)	Bid Security Validity	:	15.12.2018
(xiv)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACT DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of one year contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	3(Three) years from the date of commencement of operation with provision for extension by 1(one) year at OIL's option
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 17.0 of General Conditions of Contract
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Last Date of receipt of Queries	:	20.06.2018 upto 15:30 Hrs (IST)

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

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

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with 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 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

4.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

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

#### 4.4 **EXEMPTION OF TENDER FEE:**

4.4.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL tenders] with any of the aforesaid agencies.

4.4.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

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

#### 5.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Fax / Courier addressed to CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **20.06.2018 upto 15:30 Hrs IST**. OIL shall provide clarifications to only those

queries received within this date. Queries/ Clarifications against the tender received beyond **20.06.2018** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

**6.0 IMPORTANT NOTES:**

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the Head-Contracts in presence of the authorized representatives of the bidders.
- vi) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.**

**On “EDIT” Mode, Bidders are advised to upload “Techno-commercail 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 (TS)**  
**For CHIEF GENERAL MANAGER-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 IFB/Tender No. & Type and Tender Fee
  - (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
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Rates, (Part-3, Section-IV)
- (h) Estimated CIF value of items at the time of import, (Proforma-A)
- (i) Price Schedule Format, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Non-Compliance, (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Integrity Pact, (Annexure-A)

- 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.

**5.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).



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

**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.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, 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, 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 taxes and duties including but not limited to GST, Corporate Income Tax, Personal Tax, Mizoram Entry Tax etc. (except basic customs duty, if any which will be borne by the Company) and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in 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 online payment through OIL's e portal in or an irrevocable Letter of Credit (L/C) from any of the following Banks –
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.



d) Bank Guarantee issued by a Scheduled Bank 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:

11.14

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

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

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

12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services for which bidder are registered with any of the aforesaid agencies.

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

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

- 13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.
- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**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 Deleted.
- 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 - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and

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

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

- 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.

**19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

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

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

**20.0 EXTENSION OF BID SUBMISSION DATE:**

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

**21.0 BID OPENING AND EVALUATION:**

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is

presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFX Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFX Response" Tab Page only in the E-portal.

- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any 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 OPENING OF PRICED BIDS:**

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

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

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

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

**23.0 CONVERSION TO SINGLE CURRENCY:**

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

**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**.



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

**D. AWARD OF CONTRACT**

**26.0 AWARD CRITERIA:**

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

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

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

**28.0 NOTIFICATION OF AWARD:**

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

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

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

**29.0 PERFORMANCE SECURITY:**

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

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

### **30.0 SIGNING OF CONTRACT:**

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

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

### **31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the

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

**32.0 CREDIT FACILITY:**

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

**33.0 MOBILISATION ADVANCE PAYMENT:**

33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

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

**34.0 INTEGRITY PACT:**

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

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

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

**35.0 LOCAL CONDITIONS:**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding

Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

**36.0 SPECIFICATIONS:**

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

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

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

**37.2** Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **45%**

**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 at Annexure-XI) equivalent to the amount of PBG.

**END OF PART - 1**

**&&&&**

**PART – 2**  
**BID EVALUATION CRITERIA (BEC)**

**I) BID EVALUATION CRITERIA (BEC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

**A) TECHNICAL EVALUATION CRITERIA:**  
The bidder must meet the following criteria:

**1.0 EXPERIENCE**

- (i) The bidder must have 5 (five) years experience of providing mud logging services with services as mentioned in the Scope of Work/Terms of Reference/Technical Specification (Section-II) of the bidding document, during last 7 years prior to the bid closing date of the tender. [Documentary evidence to be enclosed].
- (ii) The bidder must confirm to provide the required number of qualified, experienced and competent manpower for carrying out the mud logging services under the contract. TDC engineer(s) must have minimum experience of 5 years of carrying out mud logging services, Mud Loggers must have minimum experience of 3 years of carrying out mud logging services and Sample Catchers having qualification of 10+2 standard or equivalent. Bidders shall submit the bio data of their personnel.

**2.0 Other requirements:**

- (i) The MLU offered should not be older than two (2) year as on the original bid closing date and must be latest ISO certified in terms of quality, environment management & information security system. Documentary evidences together with the technical specifications & proof of vintage of the MLU must be submitted along with the Techno-commercial Bid.
- (ii) Bids must meet the technical requirements as mentioned in the Scope of Work /Terms of Reference/Technical Specification (Section-II) of the bidding document.
- (iii) All the documents, certificates, information (bio-data of personnel, vintage of unit/equipment etc.) in support of meeting above criteria must be submitted along with the bid. Bidders must provide the information regarding oil fields/areas in which they worked during last 7 years prior to the original bid closing date of the tender.
- (iv) Details of bidder's Health, Safety and Environmental Policy and Programme together with HSE Management System/Quality Assurance System and Certificate issued by ISO 9001, 14001, 18001, 27001 , 29001 or equivalent.
- (v) Bidders must confirm to complete mobilization within 60 days from the date of issuance of Letter of Award (LOA).

**3.0 Bids from Indian Company/ Indian Joint Venture Company with Technical Collaboration/ Joint Venture Partner:**

3.1 In case the bidder is an Indian Company/Indian Joint Venture Company, who does not meet the experience criteria, under Para No. A 1.0 above may also bid on the strength of Technical Collaborator/Joint Venture Partner. In that case, the Technical Collaborator/Joint Venture Partner should meet the criteria laid down at Para A. 1.0 above. However, the Indian Company/ Indian Joint Venture Company must meet the financial turnover criteria as per **Para B below.**

3.2 Indian bidders quoting on the strength of technical collaboration/ joint venture, shall submit a Memorandum of Understanding (MoU)/ Agreement with their technical collaborator/ joint venture partner duly signed before the date of bid submission clearly indicating the roles under the scope of work and the same shall be addressed to OIL and shall remain valid and binding for the contract period under this bid document.

3.3 Any party who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.

**4.0 Bids from 100% subsidiary:**

Bids of those bidders who themselves do not meet the experience criteria and financial 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 and financial 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 as **Annexure-VI (a)**) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed as **Annexure-VI (b)**) from the parent company to OIL for fulfilling the obligation under the contract.

**5.0 DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN SUPPORT OF THEIR BIDS:**

5.1 Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:

- (a) P.O/ work order and job completion certificate or any other documents from their clients which can substantiate their claim towards five years experience , required as per 1(i).
- (b) Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities. Qualification and experience certificate for TDC engineers.
- (c) Documents in the form of copies of relevant pages of Contract and Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of providing mud logging services with services as mentioned in the Scope of Work/Terms of Reference/Technical Specification (Section-II) of the bidding document, during last 7 years prior to the original bid closing date of the tender.
- (d) Vintage certificate of MLU Units from the manufacturer or reputed 3<sup>rd</sup> parties like DNV, Lloyd, ABS, IRS etc.
- (e) ISO certification of the bidder.
- (g) Reference address under which last service provided.
- (i) MOU or legally acceptable documents in support of tie-up arrangements along with the technical bid.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid.

**B. FINANCIAL EVALUATION CRITERIA:**

- 1.0 The bidder shall have an annual financial turnover of minimum Rs. 4.46 Crores (US\$ 6,55,042.00) during any of the preceding 03(three) financial years reckoned from the original bid closing date.
- 2.0 "**Net Worth**" of the bidder should be positive for the preceding financial/accounting year.
- 3.0 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.
- 4.0 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 ..... has actually not been audited so far'.

**Note:**

- (a) 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 **ANNEXURE-B to BEC**
    - OR
    - ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
  - (b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 5.0 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 of parent/ultimate parent/Holding company (as per format enclosed as **Annexure-VI(c)**) by the authorized officials.
  - (iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
  - (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.
- 6.0 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\$.

**NOTES:**

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

**C. COMMERCIAL EVALUATION CRITERIA :**

- 1.0** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under “**Technical Attachments**” Tab Page only. Bids not conforming to this two bid system shall be rejected outright.
- 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.
- 3.0** Bids should be valid for 120 days and 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 office of CGM-Contract, OIL 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.
- 5.0** 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.
- 6.0** 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.
- 7.0** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

- 8.0** 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.
- 9.0** Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 10.0** 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.
- 11.0** Any Bid containing false statement will be rejected.
- 12.0** 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.
- 13.0** 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.
- 14.0** Bidder must accept and comply with the following clauses as given in the Bid Document in Toto failing which bid will be rejected –
- i. Firm price
  - ii. EMD / Bid Bond
  - iii. Scope of work
  - iv. Specifications
  - v. Price Schedule
  - vi. Delivery / Completion Schedule
  - vii. Period of Validity of Bid
  - viii. Liquidated Damages
  - ix. Performance Bank Guarantee / Security deposit
  - x. Guarantee/Warranty of material / work /Remedy of Defects
  - xi. Arbitration / Resolution of Dispute
  - xii. Force Majeure
  - xiii. Applicable Laws
  - xiv. Integrity Pact, if applicable
  - xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

**D. PRICE EVALUATION CRITERIA:**

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 schedule format vide enclosed **Proforma –B**.
- 4.0 The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 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)

**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 to 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 : In terms of Sl. No. 404 of Customs notification No. 50/2017 - Customs dated 30.06.2017, the goods specified in list 33, imported in connection with Petroleum operations will attract 5% Customs Duty (BCD Nil & IGST @5%), for which, Oil India Limited [OIL] is eligible for its nominated blocks or NELP/other eligible blocks. Hence, OIL will issue recommendatory letter as per Government guidelines for issuance of Essentiality Certificate from Director General of Hydrocarbon (DGH) so as to enable the contractor to import goods against concessional rate of Custom Duty provided these are specified in the list 33 of said Customs notification.**

**Similarly, such specified goods required for petroleum operations if sourced from domestic sources would attract 5% concessional GST (IGST or CGST & SGST/UTGST) as per notification no. 3/2017 dtd. 28.06.2017 against issuance of Essentiality Certificate by DGH for which OIL shall issue the recommendatory letter [Only for invoice of materials valuing 10 lakh and above].**

**5.0 PURCHASE PREFERENCE CLAUSE:**

- 5.1 Purchase Preference to Micro and Small Enterprises:



- 5.1.1 Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.
- 5.1.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 5.1.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 5.1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- 5.1.5 **DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:**  
Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

Newly registered MSME vendors are required to forward the Udyog Aadhar registration as part of MSE vendor.

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

### **5.2.1 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 (*Annexure- XII enclosed*).**

- 5.2.2 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.

## **6.0 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.**

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

**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) "MLU" means Mud Logging Unit.
- (i) "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.
- (j) "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 CONTRACT 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 MOBILISATION TIME:**

2.2.1 **MOBILISATION OF SIX (6) UNITS WITHIN NORTH EAST INDIA:** The successful bidder must mobilize his personnel, Mud Logging Units/ equipment, spares and all other necessary materials required for providing mud logging services in **sixty days time** from the date of issue of LOA by the Company. Mobilization shall be deemed complete:

(a) When Contractor's tools/ equipment (tested/ calibrated to its rated specifications) are installed & commissioned at Site and Contractor's Personnel are placed at the drilling site to take up the assigned jobs.

(b) Company's well site Geologist(s) shall inspect the 6 nos. MLUs & other items and issue commissioning certificate specifying the date of

commissioning and completion of mobilization. Should Company representative report any damage/deficiency during the inspection, the mobilization shall be completed only after the remedy/fulfillment of such damage/deficiency.

2.2.2 **MOBILISATION OF TWO (2) ADDITIONAL UNITS WITHIN INDIA:**

The Additional Units may be mobilized on a later date as per requirement of OIL and need to be mobilized anywhere in Company's operational area in India for Mud logging Services. A separate mobilization notice will be given for each of two Units and the Contractor must be able to **mobilize within Ninety (90)** days time from the time of intimation.

2.2.3 Mobilization shall be deemed complete:

(a) When Contractor's tools/ equipment (tested/ calibrated to its rated specifications) are installed & commissioned at Site and Contractor's Personnel are placed at the drilling site to take up the assigned jobs.

(b) Company's well site Geologist(s) shall inspect the MLU & other items and issue commissioning certificate specifying the date of commissioning and completion of mobilization. Should Company representative report any damage/deficiency during the inspection, the mobilization shall be completed only after the remedy/fulfilment of such damage/deficiency.

The successful bidder, following award of the contract and mobilization of the crew and equipment, will be required to provide 24 hours uninterrupted mud logging service to the company.

2.3 **DATE OF COMMENCEMENT OF OPERATION:** The date on which the mobilization is completed in all respects, subject to successful commissioning of the Units at the drilling site as specified by the company and the MLUs are ready for operation in wellsite shall be treated as commencement of operation. The commissioning of the MLU shall include keeping the MLU under observation on working condition for at least 72 hrs and certified by Company's representatives.

2.4 **DURATION OF CONTRACT:** The contract shall remain in force for a period of 3 (three) years from the "Commencement Date" with an option to extend at the sole discretion of the Company for a further period of 1 (One) year at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract. The terms and conditions shall continue until the completion/ abandonment of the last well being drilled at the time of the end of the Contract. Extension beyond 4 years of operations will be agreed only after rates (not higher than original contract rates), terms and conditions are mutually agreed upon.

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 15 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 deployment place of the Units e.g. Base office (e.g. Duliajan) / Wellsite, 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.
- 8.8 ~~GST: The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. However, the liability for payment of the GST to the appropriate authority in case of Indian bidders and/or overseas bidders having registered office~~

~~establishment in India will lie on the Contractor. In case of foreign Contractor who does not have registered office establishment in India, the GST shall be paid to the tax authorities by the Company, on behalf of such 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;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

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

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

9.27 **Anti-profiteering clause**

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

9.27.1 In case the GST rating of 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).
  - 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 unless otherwise agreed to.

13.0 **TERMINATION:**

13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the 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 12.0 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 13.8 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.
- 13.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 13.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 14.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**
- 14.1 **Arbitration(Applicable for Suppliers/Contractors other than PSU) :** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their

respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

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

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

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

<b>Amount of Claims and counter claims(excluding interest)</b>	<b>Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)</b>
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 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

**15.0 NOTICES:**

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

- | <b><u>Company</u></b>                    |  |
|--|--|
| a) <b><u>For contractual matters</u></b> | b) <b><u>For technical matters</u></b> |
| Chief General Manager (Contracts)        | Chief General Manager (G&R)            |
| OIL INDIA LIMITED                        | OIL INDIA LIMITED                      |

PO DULIAJAN - 786602  
ASSAM, INDIA  
Fax No. 91-374-2803549  
Email: contracts@oilindia.in

PO Duliajan - 786602,  
Assam, India  
Fax No. 91-374-2801678  
Email: g&r@oilindia.in

c) **Contractor**

\_\_\_\_\_  
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 contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of operation as defined in Clause No. 2.0 of Section - I.
- 18.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 18.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- 19.0 **PERFORMANCE SECURITY:** The Contractor has to furnish a Performance Security for a value mentioned in the Tender 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 fulfill 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 LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or Criminal Acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damage 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.

**24.0 INDEMNITY AGREEMENT:**

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

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

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

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

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

- 27.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section-II.
  - b) Contractor's indebtedness arising out of execution of this Contract.
  - c) Defective work not remedied by Contractor.
  - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
  - e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
  - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
  - g) Damage to another Contractor of Company.
  - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
  - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

28.0 **APPLICABLE LAW:**

- 28.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/Guwahati.
- 28.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited

to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

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

289.0 **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:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

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 POLLUTION AND CONTAMINATION:**

- 34.1 The Contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the Site for use in connection with Work to be performed under this Contract.
- 34.2 Pursuant to Clause 33.1/34.1 above, the Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's Gross Negligence.
- 34.3 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorneys fees") for:
- a) Damage to or loss of any reservoir or producing formation; and/ or
  - b) Damage to or loss of any well; and/ or
  - c) Any other subsurface damage or loss; and/ or
  - d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**END OF SECTION – I**

**Part-3**  
**SECTION: II**  
**TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS**

**1.0 PREAMBLE**

- 1.1 OIL is planning to hire Six (6) firm and Two (2) additional (as and when required basis) skid mounted Mud Logging Units (MLU) for deployment in drilling wells from reputed Company/ Companies having minimum five (5) years experience of providing mud logging services (as mentioned in the terms of reference /scope of work/ technical specifications in this bid) during the last 7 (seven) years as on the original bid closing date and expertise in Mud Logging services for a period of three (3) years from the date of commencement with an option to extend at the sole discretion of the Company for a further period of 1(one) year at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.
- 1.2 Further extension of the contract, if any, will be on the rates, terms and conditions to be mutually agreed by the parties but with a rate not higher than the originally quoted rate.
- 1.3 The area of operation of Six (6) MLUs will be within OIL's operational areas in North-East India and additional Two (2) MLU (as and when required) will be in OIL's operational areas anywhere within India .

**2.0 SERVICE REQUIRED**

- 2.1 The Contractor is required to provide the following to OIL:
- To provide six (6) firm and two (2) additional (as and when required) skid mounted Mud Logging Units
  - To provide qualified and experienced personnel to operate and maintain the Units

**3.0 TECHNICAL REQUIREMENT OF MUD LOGGING UNIT:**

The essential capabilities of the Mud Logging Units are as given below:

- 3.1 **Mud Logging Unit:** The unit is required to be skid mounted, fully insulated, dual air conditioned, pressurized, equipped with safety & hazard resistant kits (electrical fire extinguisher, gas masks with oxygen cylinder etc. in adequate quantity), with wall mounted LCD or LED monitors, PC/printers/other peripherals and having sufficient working place for technical personnel of both the contractor and company to work safely inside the unit with LCD or LED monitors and PC/printers/other peripherals should be wall mounted. The mud logging unit will be equipped with PC based online real time monitoring system and most advanced software with latest version of each software which is suitable to gather, store, process, re-process, storage, real-time transmission of various drilling, mud, gas and geological and calculated parameters from all the signals retrieved from various sensors used for on-shore operation. The unit should be installed with LEL gas detector, smoke, fire, H<sub>2</sub>S detectors, Explosive proof lamp, with an automatic shutdown system in case of loss of unit pressure or presence of any combustible gas, Local Exhaust Ventilation (LEV) or Fume Extractor and manual circuit breakers so that it is able to tackle any emergency situations. The unit should not be more than 2 (two) years old and must be latest ISO/DNV certified as on the bid closing date of this tender. Transportation (mobilization & demobilization) of the MLU to & fro the well sites is the responsibility of the Contractor.

- 3.2 The Contractor must be an ISO/DNV certified (ISO: 9001, 14001, 18001, 27001, 29001) or equivalent company in terms of Quality, Health, Safety & Environment management, Data security and the ISO certification must be valid during the entire contract period. OMR and all oilfield HSE standards as per Govt. of India directives need to be fulfilled. All field mounted sensors to be intrinsically safe and connected via explosion proof junction boxes meeting safety standards for operating in hazardous area as per API and OMR. All electrical wiring & fixtures, breakers, relays, plugs, earthing etc. confirm to industrial regulations & standards. (Necessary certificates to be provided).  
Note: Bidder must provide written assurance to provide valid DGMS approval for all such sensors and junction boxes along with bid. However, valid DGMS approvals to be produced to OIL for verification before mobilization.
- 3.3 The software should be able to input/ output in standard formats such as ASCII / LIS / LAS and be able to generate “composite logs” by combining the data extracted from mud logging unit with basic wire-line logs such as gamma ray, porosity, resistivity etc. The software should have the ability to generate periodic work summary reports and a standard “completion report”. Hardware should be adequate/ compatible with desired products. The unit should not be more than 2 (two) year old on the bid closing date and transportable in oilfield truck. The unit furniture and air-conditioners of the unit should be new. To provide suitable paper plotters (A-4 banner paper / A-4 size) for displaying various sensor signals and parameters.
- 3.4 **Power Supply:** OIL shall provide power to the Unit from rig (BHEL-1400, 2000 and 3000 HP AC/SCR or similar Chartered Hired Rigs). Since availability of stabilized power supply from rig is a big constraint because of very high voltage spikes and harmonics during operation, bidder is required to provide necessary equipment etc. to handle the spikes and harmonics. The Unit is required to be equipped with isolation transformer and online UPS system (minimum 30 minutes battery back up) having modern filter circuits (linear power supply for all the sensitive equipment connected with MLU) to eliminate spikes generated by SCR power converter and harmonics during operations. Company will not be responsible for damage to any equipment/ computer system of the MLU due to spikes and harmonics arising out of power supplied from rig. The MLU will have to be equipped with 3-phase transformer, isolation transformer etc. as it is necessary to obtain required power output and to take care of high voltage spikes. **Mud Logging Unit should have 100% redundancy for**
- a) Data acquisition, FID gas chromatograph, FID Total hydrocarbon gas detection, degasser, critical sensors, hook load, stand pipe pressure, draw works, SPM, RPM, mud flow out
- b) Data storage in at least two locations in the Units.
- 3.5 The Contractor has to provide suitable Mud Logging Units complete with all intrinsically safe and explosion proof sensors and detectors having digital display, audio/visual alarm & external alarms. The Mud Logging Units should be equipped to record the following parameters:
- 3.5.1 Rate of Penetration (ROP): (m/hr and Min/m) and Depth (m)
- |    |                      |   |                |
|----|----------------------|---|----------------|
| a) | Accuracy             | : | 0.1% (+/-0.5m) |
| b) | Recording interval   | : | 0.3 meter      |
| c) | Sensor               | : | Proximity      |
| d) | Drilling break alarm | : | User defined   |



3.5.2 Travelling Block Height:

- |    |                    |   |                |
|----|--------------------|---|----------------|
| a) | Accuracy           | : | 0.1% (+/-0.5m) |
| b) | Recording interval | : | 0.3 meter      |
| c) | Sensor             | : | Proximity      |

3.5.3 Total Hydrocarbon Gas Detection:

- |    |                             |   |                          |
|----|-----------------------------|---|--------------------------|
| a) | Sensitivity                 | : | 1-100 ppm                |
| b) | Range                       | : | 0 to 100%                |
| c) | Detector                    | : | FID type                 |
| d) | Sampling mode               | : | Automatic / manual       |
| e) | Methane gas for calibration | : | Gas should be 99.9% pure |

3.5.4 Weight on Hook and Weight on Bit:

- |    |          |   |                               |
|----|----------|---|-------------------------------|
| a) | Accuracy | : | ± 1%                          |
| b) | Sensor   | : | Hydraulic/Pressure Transducer |
| c) | Range    | : | 0 to 1000 Tons                |

Option: 50 bar Pressure sensor/ Electrical Tensiometer

3.5.5 Mud Pump Strokes (As per rig provisions) and Cementing Unit Pump strokes:

- |    |          |   |              |
|----|----------|---|--------------|
| a) | Accuracy | : | ± 1 Stroke   |
| b) | Range    | : | 0 to 200 SPM |
| c) | Sensor   | : | Proximity    |

3.5.6 Rotary RPM:

- |    |          |   |                  |
|----|----------|---|------------------|
| a) | Accuracy | : | ± 1% (+/- 1 RPM) |
| b) | Sensor   | : | Proximity        |
| c) | Range    | : | 0 to 200 RPM     |

3.5.7 Mud Pit & Trip tank Volumes (As per provisions on rig) including Sand Traps:

- |    |                        |   |                                  |
|----|------------------------|---|----------------------------------|
| a) | Sensor                 | : | Ultrasonic (4-20 mA)             |
| b) | Accuracy for Mud Pits  | : | ± 1.25bbl in a tank of 2.5m x 2m |
| c) | Accuracy for Trip Tank | : | ± 0.5 bbl in a tank of 2.5m x 2m |
| d) | Range                  | : | 0 to 700 bbl per pit             |

3.5.8 Flow Rate In and Out

- |    |                        |   |   |
|----|------------------------|---|---|
| a) | Flow rate in Accuracy  | : | ± 1% (calculated for Flow in)           |
| b) | Range                  | : | 0 to 1200 gall./min. (calculated)       |
| c) | Flow rate out Sensor   | : | Potentiometric, paddle type/ Ultrasonic |
| d) | Flow rate out Accuracy | : | ± 1%                                    |
| e) | Range                  | : | 0 to 100% flow.                         |

3.5.9 H<sub>2</sub>S Detection (Four Channels):

- |    |          |   |  |
|----|----------|---|--|
| a) | Accuracy | : | ± 1 ppm  |
| b) | Detector | : | Solid state semiconductor/<br>electro-chemical sensing element |
| c) | Range    | : | 0 to 100 ppm   |

- d) Calibration ampoules : 15 ppm and 60 ppm
- 3.5.10 CO<sub>2</sub> Detection:
- a) Sensor : Non Dispersive Infra red
- b) Accuracy : 5% of reading
- c) Range : 0-20 (non diluted), 100% (Diluted 5X)
- 3.5.11 On-line Data Acquisition:
- a) The state-of-art processor, Pentium Core i-7 or higher version PC of reputed brand (assembled PC will not be acceptable) with its peripherals viz. color monitor, mouse, keyboard and color printers for on-line data acquisition shall be capable of on-line real time processing, monitoring, printing, plotting of mud, drilling and gas parameters, storing and retrieval of processed and organized data at 0.2m, 0.5m & 1m interval of depth data and 0.1/ 1 sec interval of time data with Audio/Visual alarm settings (includes parameters value, process and hardware failure) and calibration of parameters.
- b) All software for on-line data acquisition shall be licensed version and available in CGS system. These should include but not limited to the following: Software for on-line calibration of sensors and detectors, continuous signal acquisition from sensors and detectors, processing, color printing, plotting, displaying on color monitor, storing, organization and retrieval of the processed data to monitor all gas, drilling, mud, geological and calculated parameters.
- c) Software should have input / output provisions in standard formats such as ASCII/ LIS / DLIS/ LAS etc.
- d) Software for online D-Exponent log, Sigma log and Gas composition.
- e) Installation, operation and Maintenance of necessary hardware and software for aggregation of all data acquired by the mud logging unit in REAL TIME in WITSML 1.3 standard from well site to specified Operator Locations. Contractor must provide necessary hardware (s) including reputed branded PC of Core i-7 PC or higher version and software(s) with multiple user IDs/license (Minimum Ten (10) user IDs/license )for remote viewing of mud logging data in real time at operator's office and any global location with scroll back facility.
- i) Gas Chromatography:
- a) Sensitivity : 1-100% (1-5ppm)
- b) Detector : FID type
- c) Sampling mode : Automatic / manual
- d) Cycle time : 45 sec or below
- e) Accuracy : 10ppm
- f) Range : 0-100%
- g) Percentage analysis of Methane, Ethane, Propane Butane (ISO and Normal) and Pentane (ISO and Normal) in automatic/ manual mode.
- h) Methane Gas for calibration shall be 99.9% pure.
- i) Mixture gas shall be as C1=10%, C2= 1%. C3= 1%, nC4= 1%, iC4=1%, iC5=0.5% and rest being Hydrogen and Nitrogen.
- ii) Mud Degasser: Mud degasser system should be a **Constant Volume Degasser** type so as to maintain constant volume of mud during

degassing process irrespective of fluctuation in mud level in flow line. The Mud volute Degasser should maintain constant flow rate with the use of variable frequency drive to supply power to the peristaltic pump. Contractor should have experience to run Constant Volume Degasser system at least 1 well in last 3 years (Documentary evidence require)

iii) Hydrogen generator: Hydrogen carrier gas for FID equipment

iv) For back up a Gas Chromatography with explosion proof electric or pneumatic degasser motor with agitator mounted on degasser trap with facility to prevent mud and moisture from entering the gas suction line should stand by along with a back up bottle of hydrogen carrier gas or a back up hydrogen generator.

3.5.13 Rotary Torque:

- a) Accuracy :  $\pm 1\%$
- b) Sensor : Electric
- c) Range (Electric) : 0 to 1000 Amps
- d) Range (Hydraulic) : As suitable

3.5.14 Pressure (Stand Pipe, Well Head, Choke & Kill Line, Cement Unit, Casing):

- a) Accuracy :  $\pm 1\%$
- b) Sensor : Hydraulic/Pr. Transducer
- c) Range : 0 to 15000 psi
- d) Linearity : 0.5%

Option: 400-750 bar Pressure sensor

3.5.15 Mud Weight In and Out:

- a) Mud specific gravity range : 6 to 24ppg
- b) Sensor : Differential Pressure
- c) Accuracy :  $\pm 0.5\%$

Option: Coriolis Effect Sensor/ Pressure differential sensor

3.5.16 Mud Temperature In and Out:

- a) Range : 0 to 200°C
- b) Sensor : Platinum Resistance
- c) Accuracy :  $\pm 1\%$

3.5.17 Mud Conductivity In and Out:

- a) Range : 0 to 300 m Mhos/Cm
- b) Sensor : Toroidal Transformer
- c) Accuracy :  $\pm 1\%$

Option: CND-200 sensor

3.5.18 **Off-line Data Processing:**

- a) A state-of-art processor Pentium Core i-7 or equivalent based stand-alone PC, not connected to On-line Data acquisition, having the following peripherals viz. colour monitor, mouse, keyboard, and continuous colour printers. The On-line and Off-line PC should be compatible for interchange. The Off-line PC shall be loaded with both on-line and off-line software.
- b) All Off-line software shall be of licensed version and available in CGS

system. These shall include but not limited to the following:

Software for Master log, Well Deviation, Well Construction, Kick Control, Gas Composition, Leak-off Test, Fracture Gradient, Pore Pressure Gradient, Hydraulics, Daily Progress Report, Word Processor, MS Access system for WCR (Well Completion Report), and Anti-virus Package shall be upgraded regularly.

3.5.19 **Calcimetry** (Auto calcimeter):

- a) Detection Range : 0 to 100%
- b) Sensitivity :  $\pm 1\%$
- c) Balance : As suitable

3.5.20 **Digital Microscopy system:** Required specifications as below—

- a) Zoom stereo microscope body with zoom range 4:1.
- b) Basic magnification continuously variable between 8X and 32X (minimum) without extra objective and eyepieces.
- c) Built-in binocular tube with 10X/20 fixed or focusable eyepieces that cover large area of sample 25 mm to 6 mm (minimum).
- d) Resolution upto 170 Lp/mm (minimum).
- e) Interpupillary distance ~ 50 – 75 mm with the working distance of about 100 mm.
- f) Integrated LED illumination for reflected and transmitted light. Light quality homogeneous with variable light intensity control.

g) Microscope should be equipped with dedicated phototube, digital camera & fitting for Digital photomicrography (minimum 5 MP digital imaging) with colour bar and grain size reference for all images. Microscope should have facility to transfer image to online computer and logs.

**Note: Documentary evidences in support of the microscope specifications should be enclosed with the technical bid**

3.5.21 **Fluoroscopy:** Jobs shall be carried out by utilizing minimum two UV tubes of different wave lengths and one white tube with guarded viewing glass. The casing shall have built-in adjustable convex lens of 5X magnification. The tube arrangement shall be detachable. Sample chamber doors on left and right side with opening size of 12 cms. X 12 cms. Each tube shall have separate on-off switch. **Bulb section to be detachable for use in scanning of cores.**

3.5.22 Shale Density: The measurement will be done by utilizing suitable balance/ column method. (Preferentially “Column method” by use of Density Beads).

3.5.23 Flow back finger printing, for quick detection of well ballooning, volume variation should be provided.

3.5.24 Lithological Sample Description and Basic Geological Equipment –

- a) Chemicals and glasswares shall be provided for testing and Lithology Description of sample cuttings.
- b) Drying Facility for sample cuttings in an oven accommodating ten sample plates of 6” diameter in its chamber shall be provided.
- c) Sample and Core Collection by utilizing (i) Sieves Set, size range 0.063 – 5 mm, (ii) SS Spot Trays, (iii) SS Probes, (iv) SS Tweezers (big and small), (v) PET Bottles for packing wet sample cuttings and Plastic bottle for packing dry sample cuttings, (vi) Glass bottles (scot duran) having

capacity of 30 ml, 500 ml and 1000ml (vii) stainless steel sample trays(viii) Permanent Marking Pens shall be provided. (ix) Grain size comparison chart (x) colour chart (xi) pestle mortar. (xii) Paint Marker pens.

- d) Drafting equipment, Master Log sheets and Core Report sheets shall be provided.

3.5.25. Cutting Gas Detection:

- |                  |   |           |
|------------------|---|-----------|
| a) Sensitivity   | : | 1000 ppm  |
| b) Detector      | : | FID type  |
| c) Sampling mode | : | Manual    |
| d) Range         | : | 0 to 100% |

**4.0 Sample Collection and Packaging:**

The bidder should give special attention, so that the samples are collected in sufficient quantity and packaged in the proper order as per OIL's requirement. Items required for collection of samples and packaging are specified below:

ITEM	PURPOSE
Plastic bags, Cloth	Unwashed and Washed samples
Plastic/Fiber Boxes with label	Storage, Shipment of dried samples
Bucket	Sample collection at shale shakers
Plastic bottle with label Size: Length-4 inch Diameter-1.5 inch Type- Bottle should be air-tight & weatherproof	Packing of individual washed and dried samples
Sieves	Standard (ASTM Sieve No. 25, 40, 80, 170, 230 and 270)
<b>Isotubes</b>	<b>For collection of Gas samples during drilling, as and when required.</b>

**5.0 Geological Surveillance Work:**

Geological surveillance work is required to be carried out round the clock at drilling site in Mud Logging Unit as detailed below:

5.1 Examination / Analysis:

**A) During Sample Analysis/Examination, MLU personnel must be concerned about the followings:**

- 1) Perform microscopic examination of samples to identify rock types, percentages and visual characteristics using comparator chart to determine grain size, sorting, roundness and standard classification system. Additionally, the lithology description should include the followings –
  - Colour, Fabric / Texture, hardness, Fossil identification
  - Grain Size
  - Mineral identification (calcite, clay, silica, metallic minerals etc)
  - Visual Porosity/Permeability estimation
- 2) On lithology work sheet, to write sample description for each new lithology, using standard terms and order.

- 3) If necessary, to perform selective Calcimetry study, Shale Density and any other analysis required by OIL.
- 4) The foreign materials should not be included in lithology description. Foreign material includes caving from the hole, and where identifiable, mud additives, loss circulation material, cement and pipe dope etc. If any foreign materials are observed then it should be noted on the Master Log. MLU personnel have to take care of the following hydrocarbon detection method:
  - UV fluorescence
    - Direct
    - Cut
    - Residual
  - Intensity of any petroleum odor.
  - Staining and Bleeding.
  - Oil reaction in acid.
  - Wettability
  - Gas composition

**B) Gas analysis:** Detection of gas from C<sub>1</sub> through C<sub>5</sub> along with volume percentage.

## 5.2 **Detection of Down-hole Problems / Anomalies, etc.:**

- High / Abnormal Pressure Prediction: Analysis / Computation of relevant data for detection of high pressure zones based on D<sub>c</sub> Exponent, Shale Density, Shale Factor, Sigma log and detection of H<sub>2</sub>S, CO<sub>2</sub> etc. with accuracy up to 10ppm and 5% respectively.
- Immediate detection of kick and monitoring of pipe pressure.
- Detection of mechanical failure of bit, drill string and pumps.
- Promptly inform Rig floor, Company Man & Wellsite Geologist above down-hole problems.

## 5.3 **Determination of Geological / Drilling Parameters:**

- Determination of Shale Density (preferably with Zinc Bromide solution and Density beads), Shale Factor.
- Determination of kill mud weight, volume, etc.
- Real time plots of continuous recording of gas and FID based analysis of gas (C<sub>1</sub>-C<sub>5</sub>).
- Determination of volume of mud loss in case of circulation loss.
- Determination of pressure drops in mud circuit, jetting velocity, bottom dynamic pressure and Equivalent Circulation Density.
- Determination of Gas Quality Control.

## 5.4 **Plotting and Preparation of Data:**

### 5.4.1 **Mud Log:**

To use an industry standard mudlog format, generate and maintain current mudlogs in the computer and prepare their plots as requested by OIL geologists in 1:240, 1:500 and 1:600 scale including the followings -

- a) The mud log should display lithological information in two ways, they are
  - i) Percentage, in which the rocks are described as a percentage of an aggregate sample over a specified interval and ii) Interpretative, in which recovered rocks are correlated with drill rate and gas. An abbreviated lithology description is to be given in the remarks column.

- b) Plotting should be - both the Total Gas curve and the Component Gas curves on log scales in units of ppm. Plot on gas track should include formation gas, connection gas, trip gas and carbide lags.
- c) Presentation of mud weight in and mud weight out should be in the fourth cycle of the gas track on all depth scales. Mud weights need to be recorded as a comment every 12 hours while drilling and whenever a mud weight change is made. Also to record and plot all trip gas, bottom-up gas and connection gas.
- d) To record hole problems (for example lost returns, drill pipe sticking etc.) on the log.
- e) To record all casing and logging points on the Master log.
- f) To record all bit trips, bit number, bit size and type on the Master log.
- g) Mud additive information on the log (as Remarks) should be:
  - a. Mud additives name
  - b. The depth range of different additives used
- h) To plot the bit penetration rate (ROP) as meter/hour and weight on bit with rate increasing towards the left edge of the log. Gamma ray (from MWD/ Wireline) plot should be increasing towards right side.
- i) Also, at the end of drilling a well, Contractor will provide **“Composite Logs”** containing the mud logging data together with basic wire-line logs (gamma, resistivity, porosity etc). The Contractor will also compute and plot the drilling “Dc” Exponent, Equivalent Circulation Density (ECD) calculation.

5.4.2 **Gas Ratio Log:** The log should be prepared in 1:240, 1:500 and 1:600 scale with a summary of interpretation displaying the following ratios:

- Wetness Ratio (Wh) =  $(C2+C3+C4+C5) / (C1+C2+C3+C4+C5)$
- Balance Ratio (Bh) =  $(C1+C2) / (C3+C4+C5)$
- Character Ratio (Ch) =  $(C4+C5) / C3$

5.4.3 **Lag times:**

- Carbide lag is to be recorded every shift or 500 meter while drilling or whenever required. Record resultant gas show on chromatograph mud log as response per gram of carbide.
- To Indicate time of bottom-up and method of determining that time on the Master Log (to include total number of strokes and time in minutes).

5.4.4. **Other Requirement**

- i) **Geo-pressure log:** To prepare in 1:240, 1:500 and 1:600 scale.
- ii) **Deviation plot:** In case of a deviated well (both J & S Bend), deviated section of the hole to be plotted (plan and vertical section) after computation of the data.
- iii) Hole profile and drilling progress chart: To be plotted on regular basis / daily.
- iv) Plotted data to be routinely (as advised) handed over/forwarded to Company representative.

- v) Daily progress reports (including hydraulic report) to be submitted to Company's geologist every morning or as advised by the geologist.
  - vi) An updated PDF file of the Mud log, Pressure log, Drilling log, Gas log and Time log are to be given to Company's well-site geologist as well as send to Company's operational office daily. Print out of Mud logs should be furnished as & when required by the Company Geologist at well-site and operational office.
- 5.4.5 **Drilling log:** The log should be prepared with a summary of important drilling events in 1:240, 1:500 and 1:600 scale.
- 5.4.6 **Core Log:** The log to be prepared in 1:200 scales during conventional coring.
- 5.5 **Digital Data Storage:**  
To store acquired, measured and observed data digitally Bidder has to provide the digital data on compact disk in LAS or ASCII format to Oil India Ltd, immediately after completion of the well. All the time & depth based data to be stored and provided to the Company at the completion of well in DVD(s).
- 6.0 **FINAL WELL REPORTS:**  
**One original plus four copies of Well History or Well Completion Report must be submitted to OIL in hard copies and also all the data in CD within 15 (fifteen) days from completion of rig down of the Unit.**
- 7.0 **ACCESSORIES:**  
The Contractor shall make available the following accessories in the Mud Logging Unit:
- 7.1 An explosion proof purged LCD or LED monitor with real time display should be installed at the Rig floor along with provision for an intrinsically safe audio alarm (Details in S. No. 9.4 below).
  - 7.2 A Suitable LCD or LED monitor (minimum 42") to display various real time sensor signals, parameters and also to represent graphical display of parameters with time to time comments in the mud logging unit.
  - 7.3 Three suitable LCD or LED monitors (minimum 17") in MLU for Data Engineer, Mud Logger & Sample Catcher.
  - 7.4 CD/DVD writer with necessary software to back up all recorded time based mud logging data for the entire well operations.
  - 7.5 One online repeater LCD or LED monitor (minimum 17") to be installed in each of Company Supervisor's office, Geologist's office, mud engineer's office or at mud pit area.
  - 7.6 Back-up facility of 24 hours online graphical screen saving with comments.
  - 7.7 **It is mandatory to put meaningful comments in the graphical screen(s) (with clear visibility) normally every 10 minutes interval. Moreover, it is also necessary to display comments in the remote display monitors during MLU operations.**
  - 7.8 Sufficient no of tools, and spares sensors (minimum 2 sets) should be available at MLU for smooth day to day un-interrupted operations.



- 7.9 UPS for backup power for the data processing / acquisition systems. UPS capable of supplying at-least 30 minutes of electrical power to the equipment within the unit in the event of a power failure.
- 7.10 Intercoms with minimum 6 (six) terminals connecting derrick floor, mud attendant, Company representative office, Geologist's office, mud engineer's office and MLU.
- 7.11 Fire Extinguishers, One (1) Eye Wash Station, First Aid Kit and Safety Harness (Full-Body Type).
- 7.12 Ditch Magnet of 1 meter length.
- 7.13 All other supplies as required to complete the SERVICES, including, but not limited to bactericide for samples intended for geochemistry and paleontological analysis, aluminium foil, plastic cling wrap, wax, packing tape, indelible marker pens, etc.

#### **8.0 BACK-UP EQUIPMENT AND MATERIALS:**

Bidder is responsible for supplying all back-up equipment, materials in order to provide smooth and uninterrupted mud logging services to Oil India Ltd. **Minimum one sets of back up sensor (but two sets of vital sensors viz. Draw-work, pumps, pressure, pit-level), gas panel and paper, printer ink (three sets) with very essential materials must be available at MLU. Faulty sensors, if any, shall not be considered as back-up sensor.**

#### **9.0 OTHER SERVICES:** Bidder's personnel will be responsible for supervision and co-ordination for the above and also for the analysis and report of the followings:

##### **9.1 Labelling Cuttings and Fluid Samples:**

- To mark directly on can or bag in large legible letters in English. Do not use attachable labels. Use a waterproof marking pen on bags. To use indelible ink on cans and gas cylinders.
- Labels should state the well name, sample depth in meters and sample type (i.e. washed or wet cuttings, SWC or whole core).

##### **9.2 Daily Summary of vital Drilling Parameters**

- Monitor of pit level and hole volumes. Provide summary detailing estimation of mud losses and gains.

##### **9.3 Conventional and Side-Wall Core samples**

MLU personnel need to assist the well-site geologist or other OIL representatives during coring operations. Mudlogger's duty during coring job is as under:

- Collect circulated samples during drilling operation.
- Monitor drilling parameters for signs of problems down-hole.

When core is brought to surface, the Mudlogger has to assist in the laying out of the core (core catching) on the drill floor, transfer from drill floor to processing area, and also to assist during initial analysis and packaging prior to transportation.

Wire-line operator shall provide packaging of side-wall cores. Mudlogger shall provide assistance in the description and handling of side-wall cores as directed by the OIL's well site engineer and geologist.

##### **9.4 Real Time Monitors:** Remote display LED screen of size not less than 55" capable of displaying graphic and alpha numerical real time data from Mud Logging Units shall be placed in the OIL's Geology & Reservoir Department

and at Drilling Department (New Industrial Area), both at Duliajan. **The real time monitoring system should also include necessary softwares for manual playback/ scroll back for viewing earlier events.**

**The Real Time Monitors system should include:**

- Remote, secure, real-time monitoring of time and depth based data from any global location.
- Data viewable through any web browser / web enabled device that include PC, laptop, smart phone and tablets (apps based).
- Support and visualization for mud logging & drilling data.
- Number of access license:10
- Facility for streaming in of 3<sup>rd</sup> party data like MWD, LWD, or any other data stream in WITS, WITSML from the rig site.
- Note:
  - a.) Clientless remote desktop access in not acceptable.

*Contractor will arrange necessary communication service viz. internet connection from drilling location to OIL's office at Duliajan. Bidder has to ascertain the integrity of data in case of intermittent failure of communication link (i.e. data sync during communication failure).*

**Contractor should have experience to install and run successfully Real Time monitoring system in last 1 year (Documentary evidence required).**

**Rig Floor Monitor:** The Rig Floor monitor should have flat-screen (LCD or LED) monitor and shall be housed in a stainless steel enclosure (Purge system) to be operated in Class I Division I hazardous areas – virtually installable in all area where a data display may be necessary. Continuous airflow at modest rate shall be necessary to maintain positive pressure. Installation can be as far as 100 meters away from video source without boosting signal. Signal boosters in classified areas may be required.

- 9.5 **OPERATION:** The Mud Logging Units will need to be operated round the clock at drilling site for uninterrupted recording of various drilling, lag time and mud parameters continuously.

Contractor shall maintain all equipment in operating condition and shall supply all relevant certification requested by the OIL. Any premature replacement and repeated failure and if the incident / accident reporting system does not substantiate it then the Company reserves the right to deduct such incidental spread cost from the invoice of the Contractor.

- 10.0 Two (2) QFT-2 apparatus (Quantitative Fluorescence Technique is a patented technique) to be used commonly for all the units for the analysis of drill cuttings by measuring fluorescence, to give quantitative values for the oil content in the cuttings. The advice for the analysis will be given as and when required by the G&R Department.**

**11.0 CONTRACTOR'S PERSONNEL:**

- 11.1 The Contractor shall provide well qualified and competent crew to operate and maintain MLU efficiently round the clock on board the rig to perform the work.
- 11.2 **List of Personnel:** Contractor shall deploy the following personnel to ensure smooth running of operations:

S. No.	Description	Nos.
1	Data Engineer	1 per unit
2	Mud Logger	2 per unit (1 day + 1 night)
3	Sample Catcher	2 per unit (1 day + 1 night)
4	Unit Manager /Administrative Officer	1

**Note:** All The above personnel need to be properly trained in HSE and other safety requirements involving in onshore Drilling Rigs.

#### 11.3 **DATA ENGINEER :**

**A. Qualification:** M.Tech/ M.Sc. in Applied Geology/ Geology/ Geosciences or Graduate in Engineering.

**A. Experience:**

- i) Should have work experience for minimum five (5) years, of which at least two (2) years should be as a TDC/ Data Engineer.
- ii) Must have good geological & sound technical knowledge of the MLU, sensors & software for smooth operation.
- iii) Should be responsible to calculate/ detect pore pressure as and when required.
- iv) Detail bio-data should be provided as per **PROFORMA-J**

**B. Certification/License/ Health :**

- i) Should produce safety course completion certificates as applicable to Mines Act, 1952, OISD (Oil Industry Safety Directorate), India.
- ii) Must have sound health to work in adverse weather condition in drilling oil/ gas well-site.

#### 11.4 **MUD LOGGER (ML):**

**B. Qualification:** M.Tech./ M.Sc. in Applied Geology/ Geology/ Geosciences

**C. Experience:**

- i) Should have work experience for minimum three (3) years as a Mud Logger.
- ii) Must have good geological & technical knowledge for smooth operation of MLU.
- iii) Should be responsible to calculate/detect pore pressure as and when required in absence of TDC at well site.
- iv) Detail bio-data should be provided as per **PROFORMA-J**

**D. Certification/License/ Health:**

- i) Should produce safety course completion certificates as per applicable to Mines Act, 1952, OISD (Oil Industry Safety Directorate), India.
- ii) Must have sound health to work in adverse weather condition in drilling oil/gas wellsite.

11.5 **ADMINISTRATION OFFICER/ BASE CO-ORDINATOR:**

- A. Qualification:** Any Graduate with the capability of co-ordinate the contractual activities and liaisoning between Company and Contractor including the MLU crew.
- B. Experience:**
- i) Should have minimum three (3) years experience in the desired position & must be fluent in English and Hindi or Local language to have smooth communication among OIL, MLU crew & Contractor.
  - ii) Detail bio-data should be provided with working experience.
- C. Certification/License/ Health:**
- i) As applicable to Mines Act, 1952, OISD (Oil Industry Safety Directorate), India.
  - ii) Should be of sound health to travel and work.

11.6 **SAMPLE CATCHER :**

- A. Qualification:** 10+2 standard or equivalent.
- B. Experience:** Should be familiar with his specified jobs. Earlier experience as sample Catcher will be preferred.
- C. Certification/License/ Health:**
- i) As applicable to Mines Act, 1952, OISD (Oil Industry Safety Directorate), India.
  - ii) Should be of sound health to travel and work.

11.7 The Contractor will provide a list of personnel with detailed resume as per format enclosed vide "PROFORMA-J" of Section-IV, alongwith their Techno-commercial Bid and obtain approval from the Company before actual deployment at Rig site. Company reserves the right to accept or reject the Contractor's proposed personnel. Contractor will assign one set of mud logging crew as above for operations on the rig and will follow on/off pattern as applicable.

12.0 **MAINTENANCE OF MLU:**

The complete Mud Logging Unit all its Sensors & accessories are to be maintained in proper working condition by Contractor throughout the period of contract, including extension, if any, to deliver uninterrupted services. The MLU crew to be deployed by the Contractor must be capable, competent and experienced enough to carry out routine maintenance of the Unit to provide round the clock trouble free services. Any breakdown, defect, malfunction, etc. of any item/equipment will be attended/replaced immediately as may be required. For this purpose necessary spares and consumables to carry out on site repair/maintenance will need to be kept readily available at the Units so that the drilling, mud and other related parameters are available online/on continuous basis.

13.0 **DGMS Approval certificate:**

Bidder has to obtain clearance / approval from Director General of Mines & Safety (DGMS) against their electronic / electrical equipments to be used in the well-sites under hazardous zone 1 & 2 as per Indian Oil Mines Regulation Act, 1984 and satisfy any other statutory requirements from DGMS.

***Successful Bidder has to provide valid DGMS approval for all such electronics and electrical equipment at the time of mobilization. Bidder has to confirm the same in their Technical Bid.***

14.0 **Health Safety and Environment:**

Contractor shall submit the safety manual and operating procedure manual well in advance to the Company for review and comments, if any. The

Contractor shall also submit a tool preventive maintenance system to exhibit that a pro-active / predictive system can be in place to avoid unforeseen down-time and valid ISO/ DNV certificates as mentioned in **Para 3.2** above. Contractor has to strictly follow all the HSE rules and regulation and follow safety rules practiced in a well-site and provide safety gears to their personnel. MLU should be fitted with safety equipment as per international practice. Bidder also needs to submit their Corporate HSE policy, highlighting the salient features to be followed in the well-sites. Safety gears viz. Coverall, Shoes, Helmets, etc. should be replaced yearly.

**15.0 Pollution Control:**

Contractor undertakes that substances or rubbish in any form originating from Contractor's equipment shall not be dumped or discharged at, or around the well location. However, in the event of such dumping or discharge by Contractor, Contractor shall immediately assume all responsibility for the cost of the removal of items, substances or rubbish so dumped or discharged and for any resulting pollution or contamination in any form, in the well location and the surrounding area.

**16.0 Inspection and Certificates:**

- 16.1 Company reserves the right to inspect the complete Mud Logging Unit, Sensors and other related accessories at Contractor's Works/ workshop or any other suitable place (to be arranged by the Contractor) before its mobilization to the first drilling location under this contract to ascertain & certify its suitability and completeness. For this purpose, Contractor will notify Company regarding its readiness for mobilization at least fifteen days in advance, so that Company can depute its competent personnel for this pre-dispatch inspection in time. All expenses of Company's personnel towards the pre-dispatch inspection will be borne by Company. However, Contractor will arrange for testing facilities etc. to the satisfaction of Company personnel. Any complain/rectification/replacement etc. as may be advised during such inspection must be set right before mobilizing the Unit to site. Company will not assume any responsibility in this regard whatsoever, leading to delay in completion of mobilization. Therefore, it is the prerogative of the Contractor to satisfy themselves and plan mobilization schedule before offering the Unit for pre-dispatch inspection by Company representatives.
- 16.2 Contractor shall acknowledge that Company may audit tools and equipment used by the Contractor at any time during the Contract period. Contractor's personnel at well side will ensure free access for Company's inspectors/site geologists to the MLU at any time during the currency of the contract and will co-operate in carrying out random testing of the tools used for its operation. Upon successful commissioning of MLU at the designated drilling locations, Company will provide **MLU commissioning certificates** to the Contractor. Additionally, the Contractor must generate a Monthly working certificate of MLU operations as per format to be provided by OIL and obtain signature thereon of the Company's well site Geologist. The MLU Commissioning Certificate and Monthly working certificates as aforesaid must be submitted along with all monthly running invoices/ bills of Contractor for release of payment by Company.

**17.0 TYPICAL DRILLING FLUID POLICY (ASSAM-ARAKAN BASIN)**

- 17.1 **Field-1: Paleocene-Eocene (Narpuh/ Lakadong+Therria/ Langpar etc.)**  
**Type-I: Vertical/ Deviated (S-bend)**

Hole Size (inches)	Mud Weight (ppg)	Mud Type
26	8.8 – 9.0	Bentonite suspension treated with CMC(HVG)
17 <sup>1</sup> / <sub>2</sub>	9.0 – 9.2	Bentonite suspension treated with CMC(HVG), CMC(LVG), C/Soda, Drilling Detergent and mud lubricants viz. Linseed oil.
12 <sup>1</sup> / <sub>4</sub>	9.2 – 10.7	Bentonite Barytes mud treated with CMC(LVG), C/Soda, PAC®, CL-20, Resinex, Linseed oil and EP lube at deeper depth.
8 <sup>1</sup> / <sub>2</sub>	10.7 – 12.0	Bentonite Barytes mud fully treated with XC-Polymer, PAC® & PAC(SL), CL-20, MGP, Resinex, EP lube and FLC-2000 in some selective wells.

**Type-II: Deviated (J-bend)**

Hole Size (inches)	Mud Weight (ppg)	Mud Type
26	8.8 – 9.0	Bentonite suspension treated with CMC(HVG)
17 <sup>1</sup> / <sub>2</sub>	9.0 – 9.2	Bentonite suspension treated with CMC(HVG), CMC(LVG), C/Soda, Drilling Detergent and mud lubricants viz. Linseed oil.
12 <sup>1</sup> / <sub>4</sub>	9.2 – 10.0	Bentonite Barytes mud treated with CMC(LVG), C/Soda, PAC®, CL-20, Resinex, Linseed oil and EP lube at deeper depth.
8 <sup>1</sup> / <sub>2</sub>	10.0 – 10.7	Glycol/PHPA – Amide System

**17.2 Field -2: Oligocene/ Miocene (Barail/ Tipam/ Girujan)**

**Type-I: Vertical/ Deviated (S-bend) Well TD 2000 mTVD to 3700 mTVD**

Hole Size (inches)	Mud Weight (ppg)	Mud Type
26	8.8 – 9.0	Bentonite suspension treated with CMC(HVG)
17 <sup>1</sup> / <sub>2</sub>	9.0 – 9.2	Bentonite suspension treated with CMC(HVG), CMC(LVG), C/Soda, Drilling Detergent and mud lubricants viz. Linseed oil.
12 <sup>1</sup> / <sub>4</sub>	9.2 – 9.6	Bentonite Barytes mud treated with CMC(LVG), C/Soda, PAC®, CL-20, Resinex, Linseed oil and EP lube at deeper depth.
8 <sup>1</sup> / <sub>2</sub>	9.6 – 10.2	KCL-PHPA mud system

**Type-II: Horizontal**

Hole Size (inches)	Mud Weight (ppg)	Mud Type
17 <sup>1</sup> / <sub>2</sub>	8.9 – 9.1	Bentonite suspension treated with CMC9HVG).
12 <sup>1</sup> / <sub>4</sub>	8.9 – 9.1	Bentonite suspension lightly treated with CMC(HVG), CMC(LVG), C/Soda, drilling detergent, Linseed oil etc.
8 <sup>1</sup> / <sub>2</sub>	9.1 – 9.2	Glyco/PHPA-Amide system
6	9.1 – 9.2	Carbobridge System

Note: LWC will not be used in the mud as lubricant. It will be incorporated in the mud system only if Pipe stuck occurs.

Bidder may consider following assumptions for information only and should in no way be construed to be the requirement or otherwise.

Fields		TD	Days to TD	Rotating Days
Field-1	Type-I: Directional/Vertical	4000 – 6000 m	90-180	
	Type-II: J-bend	4000 m TVD	90-180	
Field-2	Type-I: Directional/Vertical	2000 – 4000 m	60-120	
	Type-II: Horizontal	2900 m TVD	90	

## 18.0 Logging Environment:

Characteristics	Field -1		Field-2	
	Type-I	Type-II	Type-I	Type-II
<b>Primary Objective</b>	Paleocene/ Eocene	Paleocene/ Eocene	Oligocene/ Miocene	Oligocene/ Miocene
<b>Interval (m)</b>	4000 – 6000	4000 (m TVD)	2000 – 4000	2900 (m TVD)
<b>Lithology</b>	Sand/ Shale (Shallow Marine)	Sand/ Shale (Shallow Marine)	Sand/ Shale (Deltaic)	Sand/ Shale (Deltaic)
<b>Salinity (ppm)</b>	800 - 1000	1000 - 1500	10000 -20000	800 - 1000
<b>Hydrocarbon</b>	Oil/ Gas/ Condensate	Oil/ Gas/ Condensate	Oil/ Gas/ Condensate	Oil/ Gas/ Condensate
<b>Casing Size</b>	20", 13.3/8", 9.5/8", 5.1/2".	20", 13.3/8", 9.5/8", 5.1/2".	20", 13.3/8", 9.5/8", 5.1/2".	13.3/8", 9.5/8", 7" liner, 4.1/2" slotted liner
<b>Drilling Fluid</b>	Water Base	Water Base	Water Base	Water Base
<b>BHT (max)</b>	250° F	230° F	150° F	130° F
<b>Fm. Pressure</b>	3900 PSI	3800 PSI	3450 PSI	3200 PSI

- All values in figures are approximate estimation.

## 19.0 **CONSUMABLES:** Contractor shall have to provide all consumables required to operate the MLUs efficiently.

## 20.0 **DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN SUPPORT OF THEIR BIDS:**

20.1 Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:

- P.O/ work order and job completion certificate or any other documents from their clients which can substantiate their claim towards five years experience.
- Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities. Qualification and experience certificate for TDC engineers.
- Documents in the form of copies of relevant pages of Contract and Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of providing mud logging services with services as mentioned in the Scope of Work/Terms of

- Reference/Technical Specification (Section-II) of the bidding document, during last 7 years prior to the bid closing date of the tender.
- (d) Vintage certificate of MLU from certifying agency.
  - (e) ISO certification of the bidder.
  - (g) Reference address under which last service provided.
  - (h) Financial turnover of bidder, Audited balance sheets/profit and loss accounts etc.
  - (i) MOU or legally acceptable documents in support of tie-up arrangements along with the technical bid.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid.

**22.0** In support of the Average Annual Financial Turnover, Bidder should submit Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the last three years ending 31.03.13 or 31.12.12 as applicable along with the technical bid.

**22.1** In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account is signed.

***END OF SECTION-II***  
**&&&&&&**



**Part-3**  
**SECTION - III**  
**SPECIAL CONDITIONS OF CONTRACT**

**1.0 ASSOCIATION OF COMPANY'S PERSONNEL**

- 1.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have 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; monitor the progress so as to ensure the 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.
- 1.2 There shall be free access to all the equipment of the Contractor during operations and idle time by Company's representatives for the purpose of observing/inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the contract.

**2.0 PROVISION OF PERSONNEL AND FACILITIES**

- 2.1 The Contractor shall provide the experienced personnel for the services. All the personnel offered must have adequate experience (Ref. Section-IV) in respective field and should be fluent in English language. On Company's request, Contractor shall remove and replace at his own expenses, any of his personnel whose presence is considered undesirable in the opinion of Company. 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 completeness of mobilization of the Contractor for start of operations.
- 2.2 The Contractor shall be responsible for, and shall provide for all requirements of his personnel, and of his sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities at no charge to the Company.
- 2.3 The Contractor's representative 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.
- 2.4 The Company will not provide any housing and transportation (to and fro well site) facilities to the Contractor. Contractor will make their own arrangement for providing housing facilities to their personnel and transportation to well site. However, Company may provide, if available, bunk house facility at well site.

**3.0 PENALTY:**

- 3.1 For payment of the Operating Day Rate/Standby Day Rate, the Contractor must ensure that the computer systems and all sensors mentioned in the contract remain functional during the invoice period. Contractor must submit the Certificates/ Performance Reports of the sensors duly certified by Company representative alongwith their monthly invoice(s)/ bills.
- 3.2 Malfunctioning of Gas Panel or Gas reading related sensors/ equipment with very sensitive sensor viz. hook load, pressure, draw works, pits, mud-pumps,

MLU computers, database, software related to operation must be rectified within four (4) hours. Failing which, the MLU operation will be considered as “not working” and the Contractor will not be paid Operating/Standby Day Rate till it is rectified/replaced and the system is brought back to normal operating condition.

- 3.3 If the performance of the computer systems and sensors viz. mentioned in Para 3.5 & 9.4 of “Scope of Work” (Section-II) is below 70% during the invoice period, then minimum unit operational rental, i.e. Partial Stand-by rate (80% of the unit operation charge) will be paid. If the performance of the sensors is above 70% and below 90% during the invoice period, then 90% of the unit operation charge will be applicable. Contractor must ensure that the defective sensors are repaired within 24 hours. Otherwise, penalty will be applied as above.
- 3.4 Any malfunctioning/ non-availability of instruments/equipment beyond 24 hrs. will attract penalty as above and pro-rata deduction of bill(s)/invoice(s) will be made accordingly.
- 3.5 The functioning of all the sensors will be jointly checked and certified by the personnel from Geological Department and Instrumentation Department at least once in every month to ensure that the data collected is authentic. Any unit/equipment found not working as per specification will be treated non-operational attracting pro-rata deduction in payment as well as penalty.

#### **4.0 LOSS OR DAMAGE OF UNIT / EQUIPMENT**

- 4.1 The Company shall not take any responsibility for any loss or damage to Contractor’s Unit/equipment during operation in the event of negligence on the part of Contractor or its sub-contractors and also during inter-location movement.

#### **5.0 OBLIGATIONS OF THE CONTRACTOR**

- 5.1 Contractor at their cost shall arrange the clearance of the personnel, equipment, spare parts, consumables etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest on the Contractor. Any demurrage in this process will be at the contractor’s cost. However, the relevant custom duties will be payable by Company as per actual.
- 5.2 Contractor shall arrange for transportation of their equipment / tools / spares / consumables from Contractor’s yard/site to Company’s site and back at the end of the work at their own expenses.
- 5.3 Contractor shall keep their equipment in good working order and shall begin the work with sufficient spares & consumables for smooth operation.
- 5.4 Contractor shall furnish to Company details of all equipment, spares and consumable to be brought into India three (3) weeks in advance of the date of shipment. These details shall include year of manufacture, date of purchase, name of manufacturer / supplier, make, model, serial number, specifications, country of origin, duration of deployment etc.
- 5.5 Contractor shall furnish full particulars of crews e.g. name, nationality, passport number, date and place of issue and expiry date of passport, father’s name, date and place of birth, designation etc. three (3) weeks before the start of activities.

- 5.6 Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port / customs authorities for such unauthorized imports.
- 5.7 Contractor shall bear all expenses on account of repair/replacement of all their equipment etc. consequent upon any damage/loss/non-performance during the course of operation.
- 5.8 Contractor shall provide adequate arrangements for first aid in the field, as well as, in their camps.
- 5.9 Contractor shall be bound by laws and regulations of Government of India and other statutory bodies in India in respect of use of wireless sets, maps, charts, entry regulations, security restrictions, foreign exchange, work permits, customs and handling of explosives etc.
- 5.10 Contractor shall bear all taxes, if any for bringing their material to site.
- 5.11 Contractor shall bear all costs for transportation of their equipment and other materials to site.
- 5.12 Contractor shall use to the fullest extent all facilities available in India provided they are technically/operationally acceptable.
- 5.13 Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect.
- 5.14 Contractor shall arrange all entry permits, inner line permits etc. in respect of its staff deployed under the contract. Company shall, however, issue necessary letters only to Contractor for the same. Normally Contractor will request for issue of such letters at least three working days in advance.
- 5.15 Contractor shall arrange for security of their camp sites, equipment etc. at their own cost.

## **6.0 MOBILIZATION OF EQUIPMENT**

Mobilization of the Contractor's unit/ equipment will be at Duliajan/ designated place as specified by OIL. Company will not take any responsibility for mobilization including transit insurance of the unit/ equipment.

## **7.0 DEMOBILIZATION OF EQUIPMENT**

Demobilization of the equipment from the last drilling site shall be completed by Contractor within sixty (60) days of expiry / termination of the contract and charges, if any, should be quoted by bidder accordingly.

### **7.1 Completion of demobilization:**

- a) Demobilization must be completed by Contractor as indicated above within 60 days of expiry/ termination of contract, failing which Contractor will reimburse to Company the loss in duty draw back. After the completion work, all equipment, spares and consumables brought into India will be re-exported by Contractor except consumables and spares which have been used. In case of failure to do so in the allotted time hereof, Company reserves the right to withhold the estimated amount equivalent to loss of duty drawback due to Company on such re-export from Contractor's final settlement of bills.
- b) Demobilization will be considered as complete only after submission of all the Reports, Data generated during the contract period along with the Well Completion Reports of the last wells to the Company by the Contractor. Any

other equipment provided by the Company during the contract period need to be submitted at the time of demobilization.

#### **8.0 MOBILISATION AND DEMOBILISATION OF OPERATING PERSONNEL**

All mobilization and demobilization charges for Contractor's personnel from Contractor's base to Duliajan or Company's designated place and back shall be to Contractor's account. These include but not limited to travel expenses, accommodation charges, personal insurance etc. Company shall not be responsible for any charges in this regard whatsoever. Contractor's operating personnel shall be required to be mobilized at Duliajan/ designated place as specified by OIL.

#### **8.0 MOBILIZATION OF ADDITIONAL UNITS**

The Additional Units may be mobilized on a later date as per requirement of OIL and need to be mobilized anywhere in Company's operational area in India for Mud logging Services. A separate mobilization notice will be given for each of two Units and the Contractor must be able to **mobilize within Ninety (90)** days time from the time of intimation.

#### **10.0 AREA OF OPERATION**

The Company reserves the right to deploy the Contractor for Mud Logging Services under the same rates, terms and conditions anywhere in its operational areas in North East India for firm Six (6) Units and Two (2) additional Units within India.

#### **11.0 PAYMENT & INVOICING PROCEDURE:**

- 11.1 Company shall pay to Contractor, during the term of the contract, the amount due 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 this contract. All payments will be made in accordance with the terms hereinafter described.
- 11.2 Payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to their account.
- 11.3 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.
- 11.4 Contractor will require to submit 4 (four) copies of all bills/invoices including the original within 7 (seven) days of the month in which the service is rendered or from the date of completion of specific job under contract. The contractor should submit 4 (four) copies including original of the above bills/invoices to the concerned user department and 1 (one) copy directly to Finance & Accounts department of the Company as an advance copy for processing of payment.
- 11.5 Contractor shall raise invoice for the lump sum mobilization charges when the entire equipment and personnel are ready at site and after successful commissioning of the Mud Logging Unit.
- 11.6 For Mud Logging Unit operational and stand-by charges, Contractor shall raise invoices at the end of each Calendar month. Contractor must submit the Performance Report of the sensors duly certified by Company Representative along with the invoice.

- 11.7 Company on receipt of the following documents from the Contractor shall make payment of demobilization charges when applicable following receipt of invoice:
- a) Proof of re-export of all items (excepting consumables and spares consumed during the contract period) which were imported on the explicit understanding that they would be re-exported once the contract is over.
  - b) No dues certificate from the District Transport Authorities.
  - c) Any other documents are required by applicable Indian Laws.
- 11.8 The Company shall within 20 days of receipt of the invoice notify 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 within 30 days subject to RBI's approval. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Para 10.3 above.
- 11.9 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 respect of any other billing, the payment of which may then or thereafter be due.
- 11.10 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 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. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.
- 12.0 **CUSTOMS DUTY**
- 12.1 In terms of Sl. No. 404 of Customs notification No. 50/2017 - Customs dated 30.06.2017, the goods specified in list 33, imported in connection with Petroleum operations will attract 5% Customs Duty (BCD Nil & IGST @5%), for which, Oil India Limited [OIL] is eligible for its nominated blocks or NELP/other eligible blocks. Hence, OIL will issue recommendatory letter as per Government guidelines for issuance of Essentiality Certificate from Director General of Hydrocarbon (DGH) so as to enable the contractor to import goods against concessional rate of Custom Duty provided these are specified in the list 33 of said Customs notification.
- Similarly, such specified goods required for petroleum operations if sourced from domestic sources would attract 5% concessional GST (IGST or CGST & SGST/UTGST) as per notification no. 3/2017 dtd. 28.06.2017 against issuance of Essentiality Certificate by DGH for which OIL shall issue the recommendatory letter [Only for invoice of materials valuing 10 lakh and above].
- 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 made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per

contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.

- 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.
- 12.4.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- 12.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.
- 13.0 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the entire MLU package, Tools/ Equipment / Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the complete MLU package, its accessories/equipment, including the manpower and re-export of the complete MLU package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor.

Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the MLU package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete MLU package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

- 13.1 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.
- 13.2 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/ rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
- 13.3 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

### **END OF SECTION-III**

**SECTION IV**  
**SCHEDULE OF RATES**

**A. PRICE BID FORMAT**

Bidders are requested to quote rates against each item as under. The price bids will be evaluated on the basis of rates quoted by the bidders and will be compared on the total evaluated value basis considering the following charges and no other rates, prices will become payable during the currency of the contract unless otherwise agreed specifically.

Currency: .....  
(Please specify)

Srl No.	Services	Unit	Quantity (Q)	Unit Rate (Currency) (R)	Total Amount (Currency) (T=QxR)
1	Mobilisation Charges for 06 Nos. of MLUs (A)	Lump sum	1		
2	Operating Day Rate for 06 Nos. of MLUs (B)	Day	365 X 3x 6		
3	Demobilisation Charges for 06 Nos. of MLUs (C)	Lump sum	1		
<b>TOTAL EVALUATED CONTRACT VALUE [(A)+(B)+(C)] :</b>					
<b>GST in %</b>					
<b>TOTAL EVALUATED CONTRACT VALUE [(A)+(B)+(C)] with GST :</b>					

**General Note:**

- 1.0 Above rates will be applicable for original 06 MLU Units only. If additional 02 MLU Units are required than same will be at mutually agreed rates but not more than the rates applicable for original 06 MLU Units. For calculation of upper ceiling of Mobilisation and De Mobilisation charges prorata rate for original 06 MLU Units will be considered.
- 2.0 Additionally, Operating Day-Rate charges include all consumables which are required to run unit smoothly and in effective way e.g. spares of all sensors/ equipments of MLU, sample bags, printer ink, paper, continuous printing papers, dusters, marker pens, colour pencils, oils - used in sensors, moderate modification required to make in sensors settings, o-rings, degasser motors, electrical components, chemicals, hand tools, bulbs, chemical equipments (dishes, sample trays, test tubes, stands, holders etc.), filters, plastic tubes, coils, heater, component of unit air-conditions, gas detectors etc. and also Charges against Personnel engaged by the Contractor.
- 3.0 Number of days, against Operating Day-Rate Charges is for estimation purposes only. During operation, number of days may vary accordingly (e.g. Operating Day/ Stand-by Day). Hence, charges against Unit will be paid on actual basis.
- 4.0 The rates and charges indicated above include all taxes, duties, custom duty (basic customs duty + GST, if any). Bidder has to mention GST amount in the specific place of the above bidding format.



5.0 **MOBILIZATION CHARGES (LUMP SUM)**

This lump sum includes the cost of transportation of all the 6 Nos. of Mud Logging Units including crew to Duliajan / appointed site. This charge shall be payable after successful commissioning of all the 6 Nos of Mud Logging Units at the drilling site as specified by OIL after mobilization. The mobilization will be treated as complete after keeping all the 6 Nos. of MLUs under observation on working condition for at least 72 hrs and certified by Company's representative that the 6 Units are ready to undertake the operation/services.

Contractor shall raise invoice for the lump sum mobilization charges when the 6 Nos. of MLUs & equipments and personnel are ready at site and after successful commissioning of the Mud logging Unit.

6.0 **OPERATING DAY-RATE**

This charge covers cost on day rate basis for providing the Mud Logging Unit services to OIL during operation (Drilling) at site round the clock when full crew is present including rental charge of MLU and equipments. The operating day rate will also include the cost of maintenance, spares, charges against personnel and cost of all consumable that are required to operate the MLU smoothly and efficiently. These charges are payable from the time the mobilization is completed in all respect at the first drilling site and payable during the Mud Logging Unit is in operation. It is considered that the Unit is in operation only when the online data is generated. In other words operating day rate is payable as long as the Mud Logging Unit generates the online data.

For Mud logging Unit Operating Day-Rate charges, Contractor shall raise invoices at the end of each calendar month. Contractor must submit the Performance Report of the sensors duly certified by Company Representative along with the invoice.

7.0 **PARTIAL STAND-BY DAY-RATE**

This rate shall be 80% of the Operating Day-Rate and shall be payable during partial stand-by period. The partial stand-by period means period when mud logging unit is not fully in operation and without complete crew present in the well-site during operations like long fishing job, wire-line logging operation, cementing job, Casing running-in, long completion job, etc.

For Mud logging unit partial stand-by charges, Contractor shall raise invoices at the end of each calendar month along with Operating Charges.

8.0 **FULL STAND-BY DAY-RATE**

This rate shall be 60% of the Operating Day Rate charge and shall be payable during full stand-by period. The full stand-by period means the period when the equipment is not in operation and without any crew. This rate shall also be payable during Inter-Location Movement (ILM) of MLU, i.e. period from rig-down in one location to rig-up in the next location.

For Mud logging unit full stand-by charges, Contractor shall raise invoices at the end of each calendar month along with Operating Charges.

9.0 **NO CHARGE PERIOD**

No charges are payable during the period the Mud Logging Unit is not in working condition for non availability of crew, spares or consumables or for any other reason attributable to the Contractor.

10.0 **DEMOBILIZATION CHARGES**

This lump sum charge shall cover demobilization of the Mud Logging Unit from the last drilling site at the end of the Contract period.

**Note:**

1. Company shall arrange for transportation of the Mud Logging Unit during inter-location movement. Bidder's personnel are required to be present during loading, unloading and inter-location movement of the mud logging unit. Company shall not be held responsible for any damage of the unit / equipment during inter-location movement.
2. The estimated total days of operation of the Mud Logging Unit in one year will be three hundred sixty five (365) days (will be considered for evaluation of bids only).
3. The rates/charges indicated above shall include all applicable taxes, insurance, but excluding customs duty and service tax which shall be on OIL's accounts.
4. Charges toward operational, standby, consumable shall be processed on monthly basis.
5. A full day rate will be considered starting from 5 AM to next 24 hours.
6. Total quoted Mobilisation charges shall not exceed 1% of the total Contract cost value for 3(three) Years operation. In case the mobilization charges exceed 1% of the estimated contract value, the excess amount shall be released after completion of the contract and however, the same shall not accrue any interest. De-mobilization Charge should not be less than 1% of total contract cost for 03 years. If same is less than 1% of total contract cost for 03 years then for payment purpose De-mobilization Charge will be considered as 1% of total contract cost for 03 years.

**END OF SECTION - IV**

**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 credibility as Bidder into question, the Principal is entitled to disqualify the

Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

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

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

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

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

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

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

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

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or

less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

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

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

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

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

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

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

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

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

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

### **Section: 8 -External Independent Monitor/Monitors**

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

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

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

information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness 1: .....

Witness 2: .....

Place.  
Date .

**&&&&**



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

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

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

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

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

Seal of the Bidder:

**PROFORMA-B**

**Sub : Hiring of Six (06) Nos. Mud Logging Units and Services for deployment in OIL's Operational areas of Assam and Arunachal Pradesh for a period of 3(three) years**

Srl No.	Services	Unit	Quantity (Q)	Unit Rate (Currency) (R)	Total Amount (Currency) (T=QxR)
1	Mobilisation Charges for 06 Nos. of MLUs (A)	Lump sum	1		
2	Operating Day Rate for 06 Nos. of MLUs (B)	Day	365 X 3x 6		
3	Demobilisation Charges for 06 Nos. of MLUs (C)	Lump sum	1		
<b>TOTAL EVALUATED CONTRACT VALUE TC = [(A)+(B)+(C)] :</b>					
<b>GST in %</b>					
<b>TOTAL EVALUATED CONTRACT VALUE [(A)+(B)+(C)] with GST :</b>					

**NOTE:**

- 1) The rates and charges indicated above include all taxes, duties, custom **duty (basic customs duty + GST,if any)**. Bidder has to mention GST amount in the specific place of the above bidding format.
- 2) The quantities shown above are for bid evaluation purpose only and payment shall be made for the actual quantum of the work done.
- 3) Total quoted Mobilisation charges shall not exceed 1% of the total Contract cost value for 3(three) Years operation. In case the mobilization charges exceed 1% of the estimated contract value, the excess amount shall be released after completion of the contract and however, the same shall not accrue any interest. De-mobilization Charge should not be less than 1% of total contract cost for 03 years. If same is less than 1% of total contract cost for 03 years then for payment purpose De-mobilization Charge will be considered as 1% of total contract cost for 03 years.

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

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

**Seal of the Bidder:**

**BID FORM**

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

**Sub: Tender No. CDG8189P19**

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

.

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

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

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

**Seal of the Bidder:**

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

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

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

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

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

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

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

**Seal of the Bidder:**

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

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

To:  
M/s. OIL INDIA LIMITED,  
For Head(Contracts)  
Duliajan, Assam, India, Pin - 786 602

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **Tender No. CDG8189P19**. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_ day of \_\_\_ 2017.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

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

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

Witness \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

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

**FORM OF PERFORMANCE BANK GUARANTEE**

To  
M/s. OIL INDIA LIMITED,  
(CGM-CONTRACTS)  
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 date \_\_\_\_\_ (calculated at **3 months** after Contract completion date).

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. CDG8189P19**

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**AUTHORISATION FOR ATTENDING BID OPENING**

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

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

Sir,

**Sub : OIL's Tender No. CDG8189P19**

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.

## LIST OF KEY PERSONNEL FOR MUD LOGGING SERVICES

Sr. No.	Position	Minimum Qualification/Work Experience	No. of Personnel
1	Data Engineer (DE)/ Total Drilling Controller (TDC)	<p><b>Min. Qualification :</b> Graduate in Engineering OR M. Sc. in Applied Geology/Geology/Geosciences</p> <p><b>Min. Work Experience :</b> (i) Five (5) years relevant experience in Oil/Gas wells, out of which minimum two (2) years as a Data Engineer/TDC.</p> <p>(ii) The incumbent must have successfully completed at least one gas well of minimum 4000 mtr. Depth.</p>	One (1) per unit
2	Mud Logger (ML)	<p><b>Min. Qualification:</b> M. Sc. in Applied Geology/ Geology/Geosciences.</p> <p><b>Min. Work Experience :</b> (i) Three (3) years relevant experience in Oil/ Gas wells as a Mud Logger (ML).</p> <p>(ii) The incumbent must have successfully completed at least one gas well of minimum 4000 mtr. Depth.</p>	Two (2) per unit
3	Sample Catcher	<p><b>Min. Qualification :</b> 10 + 2 or equivalent</p> <p><b>Work Experience:</b> The persons to be deployed must be conversant with their jobs.</p>	Two (2) per unit
4	Administrative Officer/Base Co-ordinator	<b>Min. qualification &amp; experience :</b> Any graduate who can ensure smooth co- ordination and liaisoning during execution of contract.	One (1)

Note : 1. All key personnel to be deployed by the Contractor must be fluent in English

2. Bidders must furnish Bio-Data of all above personnel in their Techno-commercial Bids.

Signature and seal of the Bidder:

Name of Bidder:

&&&&&&&&