



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्लियाजान, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliajan, Assam

KG Basin Project
#Door No.11-4-7,
Nookalamma Temple Street,
Ramaraopet,
KAKINADA-533004, A.P.
Phone (O) 0884-2302176
FAX: 91-884-2352383
Email: kgbasin@oilindia.in

FORWARDING LETTER
(INTERNATIONAL COMPETITIVE BIDDING))

To,

M/s.

.....

.....

Dear Sir/Madam,

Sub: TENDER No. CEG5974P18 for Hiring of Services for Field Core Processing and Routine Core Analysis for 03(Three) Exploratory wells at KG Basin Project

1.0 OIL INDIA LIMITED (OIL), Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. OIL INDIA LIMITED (OIL), KG Basin Project is presently operating in the on-land exploration Area/Block, KG-ONN 2004/1 in India.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from experienced Contractors through OIL's e-procurement site for providing above services under **SINGLE STAGE COMPOSITE BID System** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>. Interested parties having requisite credentials are invited to submit their 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 (covered in details in this Bid Document) are highlighted below:

(i)	Tender No.	CEG5974P18
(ii)	Type of Tender	Single Stage Composite Bid
(iii)	Tender Fee	INR 6000.00 (For Domestic Bidders) US\$ 100.00 (For Foreign Bidders)
(iv)	Sale of Tender Documents	<u>Within working hours from 26.10.2017 to 25.11.2017</u>
(v)	Bid Closing Date & Time	As per Online Tender
(vi)	Bid Opening Date & Time	As per Online Tender

(vii)	Bid Opening Place	EXECUTIVE DIRECTOR (KGB&BEP), OIL INDIA LIMITED D.NO.11-4-7; 3RD FLOOR NOKALAMMA TEMPLE STREET RAMARAOPET, KAKINADA-533004, ANDHRA PRADESH
(viii)	Bid Validity	90 (ninety) days from bid closing date
(ix)	Bid Security Amount	INR 1,41,800.00 or USD 2,180.00
(x)	Bid Security Validity	120 days from Bid Closing Date.
(xi)	Mobilization Time	Within 30 (thirty) days from the date of Mobilization notice issued by Company
(xii)	Amount of Performance Guarantee	10% of the total estimated Contract value
(xiii)	Validity of Performance Security	90 days beyond the date of completion of Contract
(xiv)	Duration of the Contract	6(six) months with a provision for extension for another 03 (three) months at the same rates, terms & conditions at the sole option of OIL.
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization	1/2 % of estimated total Contract value for delay per week or part thereof subject to maximum of 7.5%
(xvi)	Bids to be addressed to	EXECUTIVE DIRECTOR (KGB & BEP), OIL INDIA LIMITED D.NO.11-4-7;3RD FLOOR NOKALAMMA TEMPLE STREET RAMARAOPET, KAKINADA-533004 ANDHRA PRADESH, INDIA

2.0 **Integrity Pact:**

The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Proforma-J, Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the techno-commercial bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder 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 sign the Bid.

(Note: Shri Rajiv Mathur, IPS (Retd.), e-mail ID: rajivmathur23@gmail.com , Shri Satyananda Mishra, IAS (Retd.), e-Mail ID : satyanandamishra@hotmail.com and Shri Jagmohan Garg, Ex-Vigilance Commissioner,CVC,e-mail ID:jagmohan.garg@gmail.com have been appointed as Independent External Monitors).

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

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

3.2 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.

3.3 Bidders must have a valid User ID to access OIL 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.

3.4 **EXEMPTION OF TENDER FEE:**

3.4.1 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 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 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.

3.4.2 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.

3.5 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, Ph.: 0374- 2807178/4903.**

4.0 **IMPORTANT NOTES:**

Please note that all tender forms and supporting documents are to be submitted on-line through OIL's E-Procurement site only except Earnest money/Bid Security deposited vide Bank Guarantee which is to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of Executive Director (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma

Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.

Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office on or before the scheduled date of opening of tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

A scanned copy of this document should also be uploaded online along with the un-priced Techno-commercial bid documents.

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 3.00 PM (IST) at the office of the Executive Director (KGB & BEP), in presence of the authorized representatives of the bidders.

If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

Bids without Bid Security in the manner specified above will be summarily rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

- 5.0 The tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM**. The bidders shall have to submit both the "TECHNO-COMMERCIAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-commercial Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the **RFx Information-> Technical Attachments**. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details. Details of prices as per Bid format/priced bid can be uploaded as Attachment in the attachment link under "**Notes and Attachments**".

The Price Bid rates to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "**Notes & Attachments**" of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Offer not complying with above submission procedure will be rejected

Notes and Attachments	➔	Only Price Details Should Be Uploaded
Technical attachments	➔	All technical bid documents

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above two points and also please refer "**New Vendor Manual (effective 12.04.2017)**" available in the login Page of the OIL's E-tender Portal.

6.0 OIL now looks forward to your active participation against the tender.

Thanking you,

Yours faithfully
Oil India Limited

(A. J. Hira)
Manager Materials
for General Manager (C&P)
for Executive Director (KGB & BEP)

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. BIDDING DOCUMENTS

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

- (a) A forwarding letter highlighting the following points:

- (i) Oil India Limited's Tender No.
- (ii) Type of Bidding
- (iii) Cost of Bid Document
- (iv) Bid closing date and time.
- (v) Bid opening date & time
- (vi) Bid Opening Place
- (vii) Bid Validity
- (viii) Bid Security Amount
- (ix) Bid Security Validity
- (x) The amount of performance guarantee
- (xi) Validity of Performance Security
- (xii) Duration of Contract
- (xiii) Quantum of Liquidated Damage
- (xiv) Bids to be addressed to

- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I, Part-3)
- (e) Terms of Reference/Technical Specification, (Section-II, Part-3)
- (f) Schedule of Rates, (Section-III, Part-3)
- (g) Special Conditions of Contract (Section – IV, Part-3)
- (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) Certificate of Compliance with respect to BRC, (Proforma-D)
- (l) Statement of Non-Compliance (except BRC), (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Contract Form, (Proforma-G)
- (o) Authorisation for Attending Bid Opening, (Proforma-H)
- (p) Bid Security Form, (Proforma-I)
- (q) Integrity Pact Proforma, (Annexure-J)
- (r) Bio-Data and Experience of Personnel (Proforma-K)
- (s) Proforma of Letter of Authority, (Proforma-L)

- (t) Calculation of Local Content –Service (Proforma –M)
- (u) Proforma of Bank Guarantee towards Purchase Preference – Local Content (Proforma –N)
- (v) FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / 100% SUBSIDIARY COMPANY (Proforma –O)
- (w) PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Proforma –P)
- (x) FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Proforma-Q)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their 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. Bids will be accepted only if they are in the form issued to the party.
- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

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

B. PREPARATION OF BIDS

5.0 LANGUAGE OF BIDS:

- 5.1 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 English version which shall govern for the purpose of bid interpretation.
- 5.2 BIDDER'S NAME & ADDRESS: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.3 BIDDER'S/AGENT'S NAME & ADDRESS: Bidders shall indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information shall also be provided in respect of their authorized Agents in India, if any.

6.0 **DOCUMENTS COMPRISING THE BID:**

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

I. TECHNO-COMMERCIAL BID

- (i) Documentary evidence in accordance with the Bid Evaluation Criteria (BEC) as per Part-2.
- (ii) Statement of compliance with respect to BRC as per Proforma-D.
- (iii) Statement of non-compliance (except BRC) as per Proforma-E showing the list of deviation taken by the bidder except for the conditions under BRC.
- (iv) Scanned copy of the Bid Security.

II. COMMERCIAL (PRICED) BID

- (i) Price Bid Format as provided in Proforma-B.
- (ii) Bid Form as provided in Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.

7.0 **BIDFORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 **BID PRICE:**

8.1 Prices are to be quoted as per the Bidding format vide Proforma-B of the tender document. The rates quoted shall be per unit as specified in the Price Schedule and are to be quoted in figures only.

8.2 Price 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 The quoted rates must be inclusive of all taxes, license/other fees, or any other applicable Govt. levies excepting GST which will be borne by OIL at applicable rate. Any additional Govt. levies/taxes paid by the contractor due to subsequently enacted law of the Govt., Company will reimburse the same to the contractor against documentary evidence of payment.

9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

9.1 These are listed in Bid Evaluation Criteria vide Part-2.

10.0 **PERIOD OF VALIDITY OF BIDS:**

10.1 Bids shall remain valid for **90 days** after the date of bid opening prescribed by the Company.

10.2 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 (or by Fax or E-mail).

11.0 BID SECURITY:

- 11.1 Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".
- 11.2 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.
- 11.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter. The Bid Security in original should be submitted in a separate envelope and shall be in any one of the following forms:
- (a) A Bank Guarantee or irrevocable Letters of Credit in the prescribed format vide Proforma-I. Bank Guarantee/LC issued from 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. 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 bidders will have to submit the Bank Guarantee from any of the scheduled banks on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker. The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.
 - (b) Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.
 - (c) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for minimum 60 days from the date of bid opening and payable at Kakinada, Andhra Pradesh, India.
- 11.4 Any bid not secured in accordance with sub-clause 11.3 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 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 in the “Technical RFx Response” of OIL’s E-portal. The Original Bid Security shall be submitted by the bidder to the office of Executive Director (KGB & BEP), Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada-533004 in a sealed envelope which must reach the above address before the Bid Opening date failing which the bid shall be rejected.
- 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 If Bank Guarantee is submitted towards ‘Bid Security’, then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

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 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

C. SUBMISSION AND OPENING OF BIDS:

13.0 FORMAT AND SIGNING OF BID:

- 13.1 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 [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of “Class-3” with organization name, the bid will be rejected.

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

- 13.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company may sustain on account thereof. In addition to the above, Bid Security/ Performance Security (as the case may be) will be forfeited and the party shall be debarred for a period of 2(two) years.
- 13.3 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.
- 13.4 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof. Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

14.0 SUBMISSION OF BIDS

- 14.1 The tender is processed under **Single Stage - Composite Bid system**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in “Vendor 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 “RFx Information” under “Technical Attachments” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment under “Notes and Attachment” Tab. **The priced bid should not be submitted in physical form and which shall not be considered.**

However, the following documents 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 addressed to Executive Director, (KGB & BEP), Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada-533004 as indicated in the IFB:

(i) The Original Bid Security along with one copy.

(ii) Any other document required to be submitted in original as per bid document requirement.

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

14.2 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 Techno-commercial Bid.

14.3 Timely delivery of the documents in physical form as stated in Para 14.1 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 Opening Date and Time failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.

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

14.5 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE: Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/ Representative/ Retainer/ Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid. Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/ Retainer/ Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the IFB. The Indian Agent/ Representative/ Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

15.0 **DEADLINE FOR SUBMISSION OF BIDS:**

No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the e-Tender Portal. 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. The documents in physical form as stated in Para 14.1 must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing date mentioned in the "Forwarding Letter". Timely delivery of the

same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:

16.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

16.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

17.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

18.0 RETURN OF LATE BIDS:

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

19.0 OPENING OF TENDERS:

19.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (as per Proforma- H) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

19.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

20.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Part-2) of the tender document.

20.1 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

20.2 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.

D. AWARD OF CONTRACT

21.0 AWARD CRITERIA:

The Company will award the Contract to the Contractor 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.

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

Company reserve 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.

23.0 NOTIFICATION OF AWARD:

23.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful bidder(s) in writing that his bid has been accepted.

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

23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 25.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

24.0 SIGNING OF CONTRACT:

24.1 At the same time as the Company notifies the successful bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, Scope of Works, Schedules of Rates and all other relevant documents.

24.2 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.

24.3 In the event of failure on the part of the successful bidder to sign the Contract, the Company 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.

25.0 PERFORMANCE SECURITY:

25.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per Proforma-F or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from: a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India. c) Any foreign

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

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., Email 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.

- 25.2 The Performance Security specified above must be valid for 90 days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the Performance Security accordingly.
- 25.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 25.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 25.5 Failure of the successful bidder to comply with the requirements of Clause 24.0 and/or 25.0 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.
- 26.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:** If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.
- 27.0 **CREDIT FACILITY:** Bidders shall 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.
- 28.0 **MOBILISATION ADVANCE PAYMENT:** Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund. However, any mobilization advance shall be given in two phases – 50% of mobilization charges before shipment of materials, equipment & tools etc. and rest 50% after the shipment is completed.
- 28.1 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value shall be equivalent to the amount of advance plus the amount of interest covering the period of

advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

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

29.0 INTEGRITY PACT: Company shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Annexure—J of the Bid Document, which has been digitally signed by competent authority of OIL. The Integrity Pact must be submitted with the Technocommercial Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder 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 has signed the bid. Company has appointed the following personnel as Independent External Monitors(IEM) to oversee implementation of Integrity Pact in Company: at the following addresses: a) SHRI SATYANANDA MISHRA, IAS(Retd.), e-Mail: satyanandamishra@hotmail.com b) SHRI RAJIV MATHUR, IPS(Retd.),e-Mail ID : rajivmathur23@gmail.com c) Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC,e-mail ID: jagmohan.garg@gmail.com. Bidders may contact the Independent Monitors for any matter related to the Tender

30.0 **SITE VISIT:** The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-bid Conference (if applicable) & submitting their Bid to have: a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary; b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works; c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site; d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working; e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract; f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document; g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

31.0 **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.

32.0 **LOCAL CONDITIONS:** It is imperative for each Bidder to fully inform 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 Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the Tender 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.

END OF PART-1

PART-2

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

BID REJECTION CRITERIA (BRC)

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.

- 1.0 The tender is invited under **SINGLE STAGE –COMPOSITE BID SYSTEM**. The Bidder has to submit both the “TECHNO-COMMERCIAL” and “PRICED” bid through electronic form in the OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per the “Price Bidding Format” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender Portal. The Techno-commercial Bid should be uploaded in the “**Technical Attachments**” page only. Priced Bid quoted as per Price Bidding Format should be uploaded as attachment in the attachment link under “**Notes and Attachments**” Tab only.

NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- 2.0 Bids with shorter validity will be rejected as being non-responsive.
- 3.0 Bidders shall furnish the "BID SECURITY" for the amount as specified in Covering Letter. Any Bid not accompanied by Bid Security will be rejected.
- 4.0 A Bid received through, or in the form of, a fax or email will be rejected
- 5.0 Any Bid containing false statement will be rejected.
- 6.0 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.
- 7.0 Any Bid received by Company after the deadline for submission of Bids prescribed herein in any form will be rejected.
- 8.0 Conditional offers will be rejected.
- 9.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.

- (i) Bid Security Clause
- (ii) Performance Guarantee Clause

- (iii) Force Majeure Clause
- (iv) Tax Liabilities Clause
- (v) Arbitration Clause
- (vi) Acceptance of Jurisdiction and Applicable Law
- (vii) Liquidated damage and penalty clause
- (viii) Guarantee/Warranty clause
- (ix) Termination Clause

BID EVALUATION CRITERIA (BEC)

The bidder must meet the following evaluation criteria failing which the offer shall be rejected:

- 1.1
 - a) The bidder should have full functional Laboratory in India to carry out all Routine Core Analysis with provision of Express Core Analysis (Field Core processing) services to be carried out at Kakinada Base.
 - b) The Lead Operating Personnel should have minimum 5 (five) years of relevant experience with rest minimum 2(two) years of experience. Bidder should submit detailed bio-data of the proposed personnel.
- 1.2 The contractor/firm should have annual financial turnover of at least **Rs. 21.27** lakhs (or USD 32,730.00) in any of the preceding 3 (three) financial years reckoned from the original bid closing date. Also, the Net worth of the bidder should be positive for the preceding financial/accounting year.

The proof of Annual Turnover should be either in the form of Audited Profit & Loss Account/Audited Annual Reports or Certificate from Chartered/Cost Accountant Firm indicating their Membership & Firm Registration number.

- 1.3 All the certificates and documentary evidences required to be submitted in support of Para 1.1 to 1.2 above should be clearly legible. Illegible /incomplete certificates or documents will not be considered for evaluation.
- 1.4 Note to Clause No. 1.2 & 1.3 above: 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 also 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 along-with the bid certifying that the "Balance Sheet/Financial Statements for the preceding financial/accounting year from the original bid closing date has actually not been audited so far.

1.5 OTHER REQUIREMENTS:

- a) The bidder should provide the printed technical literature/ catalogue for the offered services /tools/ equipment / consumables / Accessories etc.
- b) All Core Analysis procedure should conform to API RP 40 standards and must comply with ISO 9001:2008.
- c) All equipment to be used by the contractor must have calibration or certification traceable to NABL or other internationally acceptable standards.
- d) Equipment maintenance & calibration plan as well as data management plan should be included in the bid.
- e) Tools/equipment deployed shall be of the latest versions/ technologies and the bidder must have latest ISO/DNV certificate in terms of quality of execution of the job.
- f) **MOBILIZATION PERIOD:** The bidder must be able to **mobilize** his tool/equipment/consumables /Accessories , spares and all other necessary materials required for providing Field Core Processing Services to Kakinada Base within 30 (thirty) days from the date of issue of Mobilization notice by the Company.
- g) Bidder should mobilize the personnel for providing Field Core Processing Services to Kakinada Base within 3 (three) days from the date of issue of Mobilization notice for personnel by the Company.
- h) **Interim Demobilization & Remobilization:** The bidder must be able to remobilize his tools/equipment, spares and all other necessary materials required for providing Field Core Processing Services to Kakinada Base within 15 (fifteen) days of Remobilization notice issued by the Company.

GENERAL:

- 2.1 Proforma-D - The compliance statement should be duly filled up. 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.
- 2.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 2.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

2.4 **DOCUMENTS:**

Bidders must furnish documentary evidences with the specific chapters, separated by dividers, in the same order as set out here below (a) to (e) in support of fulfilling all the requirements.

- (a) All the documents, certificates, information in support of meeting criteria 1.1 (a) and (b) must be submitted along with the bid.
- (b) Financial Criteria as per Cl 1.2 or 1.4.
- (c) Contractor's general structure and organization, including the branch/ sub-division dedicated to such activities.
- (d) Details of bidder's Health, Safety and Environmental Policy and Programme together with HSE Management System. HSE considerations on site and throughout the requirement are part of Contractor's responsibility and Contractor must have proven methods for managing risks associated with its own scope of services and all interfaces with others. These methods must be clearly indicated.
- (e) Resume of key personnel to be involved in the services with relevant experience.

PRICE BID EVALUATION CRITERIA

A. 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 given below.

i) 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.

ii) 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 price 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.

iii) The bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" and the summarized price schedule format vide enclosed **Proforma - B**.

iv) 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 bidder will be paid on the basis of the actual work done per number of days/parameter, as the case may be.

v) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on total Estimated Contract Price basis 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**.

- B. **CUSTOMS DUTY** : The Tools and the services under this Contract shall be carried out in ML/PEL areas of the Company which have been issued or renewed to Company after 01/04/99 and therefore, Customs Duty on the imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation. However IGST will be loaded on CIF Price of imported items as applicable.
- C. **PURCHASE PREFERENCE CLAUSE**: Purchase preference to Micro and Small Enterprises 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:
- (a) 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.
 - (b) 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.
 - (c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than 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.
 - (d) 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 bidders 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.

D. 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

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.
2. Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) **of 30%**
- 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. _____.”

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 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.

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-M” of the policy document of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

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

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 (Techno-Commercial Acceptable) 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.

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.

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

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).

4. 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.
5. 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.
6. 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.
7. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

8.0 Determination of LC

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.

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.

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.

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.

9.0 Calculation of LC and Reporting

9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

9.2 Formats for the calculation of LC of services may be seen at “PROFORMA-M” of the policy document.

10.0 Certification and Verification

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

10.1.2 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 2.3.

(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.2.1; 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 2.2.

10.1.3 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.

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.

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.

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.

10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

11 Sanctions

11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

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.

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.

11.4.1 In pursuance of the clause No.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 "PROFORMA-N") equivalent to the amount of PBG.

END OF PART-2

PART-3

SECTION -I

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS

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

- a) **"Affiliate"** means any Person which Controls, or is Controlled by, or under common Control with a Party; "Control" in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise;
- b) **"Approval"** as it relates to Company, means written approval;
- c) **"Company"** or "OIL" means Oil India Limited;
- d) **"Company's items"** means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract;
- e) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The Company representatives of OIL and Consultant deployed by OIL for supervision of operations are also included in the Company's personnel;
- f) **"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;
- g) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- h) **"Contractor"** means the individual or firm or Body incorporated performing the work under this Contract;
- i) **"Contractor's items"** means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in section II under Terms of Reference and Technical Specifications;
- j) **"Contractor's Personnel"** means the personnel to be provided by the Contractor from time to time to provide services as per the contract;
- k) **"Critical Sour well"** mean as documented in industry recommended practice Volume 1 (IRP 1).
- l) **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.;
- m) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or shall 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.

n) **“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.

o) **“Party”** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively;

p) **“Site”** means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;

q) **“Work”** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

s)

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT

2.1 **EFFECTIVE DATE:** The Contract shall become effective as of the Date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the Contract. Such date of notification of award of Contract will be the Effective Date of Contract.

2.2 MOBILISATION TIME

The mobilization of Contractor's items and personnel, as specified in the Contract, shall be completed by the Contractor within the time period mentioned in Clause 3.0 of Section II 'Terms of Reference and Technical Specifications'. Mobilization shall be complete:

a. Once Contractor's items/equipment and personnel reaches the Company's or Contractor's base near to the Site, Contractor shall issue a notice of inspection (stating its readiness to commence Work as envisaged under the Contract) to the Company; and

b. Company shall inspect the Contractor's items within 10 (ten) days on receipt of the Contractor's notice of inspection. Should Company representative report any damage/ deficiency during the inspection, the mobilization shall be carried forward only after the remedy/ fulfillment of such damage/ deficiency.

c. The date on which Contractor's equipment, tools etc. alongwith requisite personnel are properly positioned for commencement of service at the designated drilling location after obtaining all requisite permits & clearances (duly certified by the Company representative) shall be treated as date of completion of mobilisation.

2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects shall be treated as Date of Commencement of the Contract.

2.4 **DURATION OF CONTRACT:** The Contract shall be initially valid for a period of **Six (6) months** from the Commencement Date of the Contract with an option to extend the same for a further Contract period of 03 (three) months at the discretion of Company at the same rates, terms and conditions. The terms and conditions shall continue until the completion/ testing / abandonment of the well being tested at the time of the end of initial term of the Contract or any extension thereof. Extension of the Contract beyond 9 months of operations will be agreed only after 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 Scope of Work (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 Contract, provide all manpower 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 in so far 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.

3.6 Take all measures necessary to protect the personnel, Work and facilities; and shall observe all safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out.

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 quarter of 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 shall be entitled to the applicable rate defined in Section-III (Schedule of Rates). 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 THE CONTRACTOR

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

5.2 The Contractor shall ensure that their personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at its own expense, shall remove any personnel of the Contractor determined by the Company to be unsuitable, not later than 7 (seven) days without effecting the operation and shall promptly replace such personnel with personnel acceptable to 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 Kakinada/ field site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor's key personnel shall be fluent in the English,Hindi language (both written and spoken).

6.0 WARRANTY AND REMEDY OF DEFECTS

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/ tools are demobilised from site or base camp(if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

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. 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. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. 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 Deleted

8.6 Corporate income tax shall 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 .

8.7 Corporate and personal taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.8 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.

8.9 Goods and Services Tax (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.

8.10 On implementation of GST w.e.f 01.07.2017, GST shall be applicable against this tender. Bidder to quote their price exclusive of GST and clearly indicate the applicable GST rate.

8.11 Oil India Ltd., KG Basin Project's GST provisional ID No. : **37AAAC02352C1ZW**.

9.0 INSURANCE

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools /equipment are below Rotary Table or in the well bore) belonging to the Contractor or its sub-Contractor (if applicable) 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.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/ equipment are below Rotary Table or in the well bore :

- 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 fulfill the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable".

9.3 Deleted

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

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

9.6 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 by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.7 Contractor shall require all of their 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.

9.8 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.

10.0 CHANGES

10.1 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.

10.2 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-III)/ Proforma-B. Upon review of Contractor's estimate, Company 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 shall 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.

11.0 FORCE MAJEURE

11.1 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 for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, Cyclone, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable 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.

11.2 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 Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

11.3 Should 'force majeure' condition as stated above occurs the same be notified within seventy two (72) hours after its occurrence. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply unless otherwise agreed to.

12.0 TERMINATION

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Clause 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor 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.

12.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to 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 proceed diligently to remedy to Company's satisfaction the matter(s) complained of, within a period of 7 (seven) days after such written notice is received by Contractor.

12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and / or obligations under the 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 the Contract.

12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) 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.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract up to the date of termination including the De-mob cost, if any.

12.8 CONSEQUENCES OF TERMINATION: In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

In the event of termination of Contract pursuant to the Clause 12.3, 12.4, 12.5 & 12.6, no Demobilization Charges shall be payable to Contractor.

12.9 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

12.10 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 equipment, personnel & materials.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION

13.1 Arbitration (Applicable for suppliers/ contractors other than PSU) :

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall

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

2. The number of arbitrators and the appointing authority will be as under :

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, 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.

13.2 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 Kakinada, Andhra Pradesh. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES

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

Company

EXECUTIVE DIRECTOR (KGB & BEP)
Door No: 11-4-7(3rd Floor)
Nookalamma Temple Street
Ramaraopeta
Kakinada-533004
Andhra Pradesh
India
Fax No. 0884-2352383

Contractor

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

15.0 SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, transfer or assign the contract, or any part under this Contract, to any third party(ies) except with Company's prior written consent. Except for the main operations with manpower 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.

16.0 MISCELLANEOUS PROVISIONS

16.1 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.

16.2 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.

16.3 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.

16.4 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 shall have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION

17.1 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 @ 1/2% of estimated Contract value (including mobilization cost), per week or part thereof for delay subject to maximum of 7.5% of contract value (including mobilization cost). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract as defined in Clause No. 2.3 of Section - I.

17.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date or, any extended date as agreed by the Company, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

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.

18.0 PERFORMANCE SECURITY: The Contractor shall furnish to Company a Bank Guarantee/LC for 10% of estimated Contract value valid till 3 (three) months beyond the Contract Expiry date towards Performance Security. The Performance Security shall be forfeited by Company, if Contractor fails to fulfill its obligations under the Contract or in respect of any amount due from the Contractor to the Company. In the event of any extension of the Contract period, Performance Security shall be extended by the period equivalent to the extended period of the Contract. The Performance Security will be discharged by Company not later than 30 (thirty) days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineers/ Company's hired engineers/ consultants will be associated with the work throughout the operations and shall at all times have complete access to the Site for the purpose of observing inspection or supervising the work performed by Contractor.

20.0 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 shall conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970. However, the Contractor shall not make the Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

21.0 LIABILITY

21.1 Except as otherwise expressly provided, neither Company nor its co-leases, its servants, agents, nominees, contractors, or sub-contractors or its Affiliates or Co-venturers 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.

21.2 Neither Company nor its co-leases, its servants, agents, nominees, assignees, contractors, sub-contractors or its Affiliates or Co-venturers 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 subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

21.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its co-leases, its underwrites, servants, agents, nominees, assignees, contractors and sub-contractors or its Affiliates or Co-venturers for loss or damage to the equipment of the Contractor and/or its sub-contractors 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..

21.4 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 co-leases, its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors or its Affiliates or Co-venturers 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..

21.5 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 therefrom.

21.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or 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.

21.7 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.

21.8 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.

22.0 Deleted

23.0 (A) INDEMNITY AGREEMENT

23.1- 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.

23.2 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.

23.0 (B) 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.

24.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF

24.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party supplier(s) of

the items/ consumables shall be made after receipt of goods at well site duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

24.2 Manner of Payment: All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

24.3 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.

24.4 Invoices: Mobilization charges will be invoiced only upon completion of mobilization (after commencing operation at the first well), submission/production of appropriate inventory documents and physical verification by Company representatives. Payment of mobilization charges shall be made within 30 days following the date of receipt of undisputed invoices by Company.

24.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

24.6 Billings for daily charges will reflect details of time spent (calculated to the nearest quarter hours) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after spud-in of the first well.

24.7 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.

24.8 Contractor will submit 3(three) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

24.9 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

24.10 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 24.3 above.

24.11 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

24.12 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.

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

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

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

24.14 **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).

25.0 WITH-HOLDING

25.1 Company may withhold or nullify the whole or any part of the amount due to Contractor 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, and taxes or enforced savings withheld 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, withhold 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 unauthorized imports.

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

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.

26.0 APPLICABLE LAW

26.1 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 Kakinada/ New Delhi.

26.2 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 or latest version.
- 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 thereunder.
- h) The Employees' Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) GST/IGST/CGST/UTGST Act 2017.
- l) Customs & Excise Act & Rules
- m) OISD guidelines & procedures
- o) DGMS Guidelines/Notifications.
- p) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010
- q) The Environmental Protection Act, 1986
- r) The water (Prevention and control of pollution) act, 1974,
- s) The Air (prevention and control of pollution) Act, 1981
- t) All notifications released by MoEF time to time)
- u) Hazardous waste management and handling Rules

26.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

26.4 The Contractor must follow the duty pattern as notified by DGMS/Ministry of Labour & Employment dated 30th June, 2014 or subsequent amendment, if any. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof."

26.5 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed, 26.6 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals: (i) Total manpower list. (ii) All certificates as per applicable laws including Mines Acts. (iii) Regional Labour certificate, if required.

27.0 ENTIRE CONTRACT: This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause 27.0 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

28.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said Work. The Contractor shall keep an authentic, accurate history and logs including safety records of each well with major items consumed and received on rig, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized 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 well 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 well, or give out to any third person information in connection therewith.

29.0 INSPECTION OF MATERIALS

29.1 INSPECTION BY CONTRACTOR: The Contractor agrees to perform a visual inspection, using its personnel, of all materials and appliances furnished by the Company when delivered into Contractor's possession and shall notify Company's representative of any apparent defects observed therein so that Company may replace such defective materials or appliances. If Contractor fails to notify the Company of any apparent defects as provided above, it shall be conclusively presumed that such materials and appliances are free from such apparent defect. Contractor shall not be liable for any loss or damage resulting from the use of materials or appliances furnished by the Company containing latent defects. Upon the termination of this Agreement, Contractor shall return to the Company at the Well- site all machinery, equipment, tools, spare parts and supplies received by Contractor from the Company or purchased by the Contractor for the Company's account and not used or consumed in the operations, in as good condition as when received by Contractor, normal wear & tear excepted. If damage to any the Company's equipment is caused due to sole negligence of the Contractor, same will be repaired or replaced at Contractor's cost. Contractor shall, if requested by the Company also maintain or repair, at its cost, any of the Company's items, at site which Contractor is qualified to and can maintain or repair with Contractor's normal complement of personnel and the equipment at the site provided however that the Company shall at its cost provide all spare parts and materials required to maintain or repair the Company's items. However, it shall remain the Company's basic responsibility and liability to ensure that such items are always in good workable condition.

29.2 INSPECTION BY OPERATOR: The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor, shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the Company.

30.0 LIMITATION OF LIABILITY

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

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(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.

31.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of issue of letter of award 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.”

32.0 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.

33.0 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.

34.0 CUSTOMS DUTY

34.1 Company shall use the Equipment with the Services under the Contract in the PEL/ML areas renewed / issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List-12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons(DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.

34.2 Contractor should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor’s responsibility to obtain

EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.

34.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

34.4 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 (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kakinada. 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.

34.4.1 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.

34.5 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.

34.6 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the entire package i.e. 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 package, its accessories/equipment, including the manpower and re-export of the complete 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 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 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.

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

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

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

35.0 'HSE' GUIDELINES

35.1 The contractor shall strictly comply with the applicable and prevailing provisions of the Mines Act 1952, OISD Guidelines, and 10th Conference Recommendations of Safety in Mines. A copy of provisions of 10th Conference Recommendations in the form of 'General HSE Points' is available in the office which may be issued to successful bidders at the time of need.

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

35.3 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the

safety gears mentioned above are to be provided to the working personnel before commencement of the work.

35.4 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

35.5 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

35.6 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

35.7 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

35.8 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

35.9 The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

35.10 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

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

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

35.14 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

35.15 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

35.16 If the Company arranges any safety class / training for the working personnel at site (Company employee, contractor worker, etc.) the contractor will not have any objection to any such training.

35.17 The health checkup of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

35.18 To arrange daily tool box meeting and regular site safety meetings including pit level meeting and maintain records.

35.19 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

35.20 A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

35.21 A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

35.22 Contractor's arrangements for health and safety arrangement shall be consistent with those for the mine owner.

35.23 In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts / Rules / Regulations.

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

35.25 The contractor should prevent the frequent change of his contractual employees as far as practicable.

35.26 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

35.27 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts / rules / regulations pertaining to Health, Safety and Environment.

36.0 DAMAGE OR LOSS OF EQUIPMENT

The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the equipment and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/ or his servants, agents, nominees, assignees, contractors and subcontractors, and the Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

If the Contractor's items are declared to be total loss and/ or construed to be total loss, as determined by the applicable insurance coverage, this Contract shall terminate for the occurrence of the event causing such loss and each party shall there upon be released of all further obligations here under in respect of this Contract, except for its payment of monies then due or liabilities to be charged in respect of the Work already done under this Contract.

37.0 WAIVERS AND AMENDMENTS

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of the Company to execute any right of termination shall not act as a waiver or amendment of any right of the Company provided herein.

38.0 HEADINGS: The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

(END OF SECTION-I)

SECTION –II

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

A. PREAMBLE:

1.0 Project Information:

The Block KG-ONN-2004/1 of 549 SqKm area has been awarded by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India, under its New Exploration Licensing Policy (NELP) round VI, to the consortium of Oil India Limited (OIL), A Govt. of India Enterprise (with 90% stake as the Operator) & GeoGlobal Resources (GGR: Barbados) with 10% stake as the partner for the Block, for carrying out extensive & expeditious exploration for Petroleum & Natural Gas in the region. This 549 SqKm comprises of 511 Sq Km on land area in the district of East Godavari, Andhra Pradesh (AP) and that of 38 Sq.Kms. in the district of Yanam, Puducherry (UT). However, due to non-availability of Government / Statutory permission in some parts of area falling under Forest, Coringa Wild life Sanctury, CRZ area including other surface facilities like installation of Pipeline, the total block area was reduced to 353 Sq.Km (present exploration area).

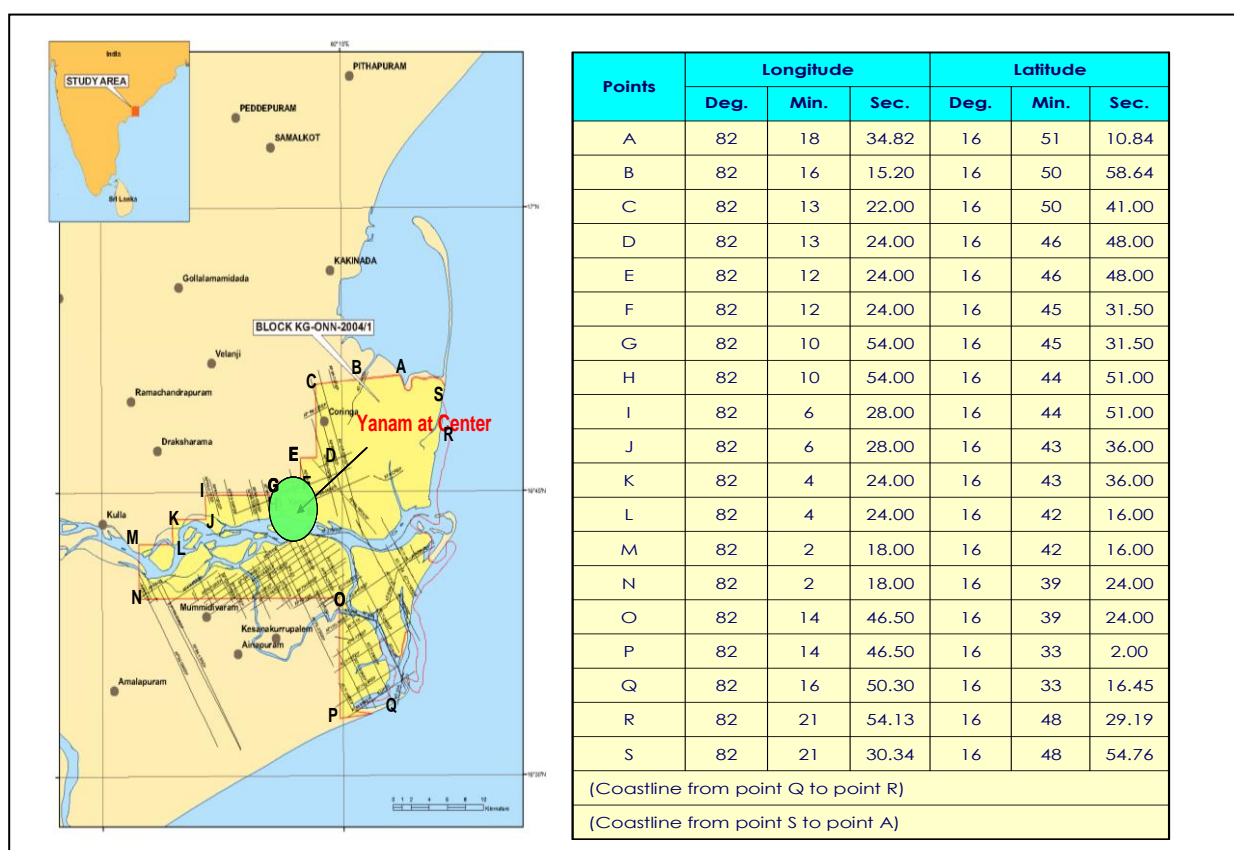


Figure-1a: The location of the Block KG-ONN-2004/1 in KG basin

2.0 COMMUNICATION TO THE BLOCK:

The communication to the Block KG-ONN-2004/1 is available through air, water, rail & road as given below:

1. Nearest Airport :

Vizag : 180 Km

	Rajahmundry	: 70 Km
2. Nearest Sea Port:	Kakinada	: 15
3. Nearest Railway Junction:		
	Samalkot	: 20 Km
	Kakinada	: 05 Km
4. National Highway:		: NH-5

3.0 Brief on Geology:

The Krishna-Godavari basin is a peri-cratonic basin with areal extent of approximately 45,000 km² (both onshore & offshore), located in the central part of the eastern passive continental margin of India. However, the basin extends into deeper water and covers a much larger area. Krishna and Godavari are the two major river systems, which drain the area and discharge in the Bay of Bengal and covers the deltaic and inter-deltaic areas of Krishna and Godavari rivers and extends into the offshore. This stretch of sedimentary tract contains a vast range of geologic settings, such as costal basin, delta, shelf-slope apron, deep-sea channel, and deep water fan complex.

Exploratory drilling of more than 350 wells in more than 160 structures has resulted in the discovery of 42 oil and gas bearing structures. Good source rocks are known from sequences ranging in age from Permian-Carboniferous to early Miocene. Because the reservoir sand bodies have limited lateral variation, understanding the stratigraphy and depositional sub environments in different sequences is essential to decipher the favourable locales for reservoir sands. Tilted fault blocks, growth faults, and related rollover anticlines provide the structural traps. Commercial accumulation of hydrocarbons occurs in sediments from the Permian to as young as the Pliocene. Estimated resources in the basin are around 2000 million tons of oil and oil-equivalent gas. The reservoirs are in sediments of all ages, Permian to Pliocene.

Generalized Stratigraphy/Lithology:

Block lies in the Gouthami- Godavari Delta and falling between Chintalapudi and Pithapuram cross trends. Tectonically majority of the area is within the NE-SW trending basin margin fault area. Expected stratigraphy for the block is shown in the table below:

Lithology Prognosis:

AGE	Ma	Formation	Lithology	Expected Fm. Top range (m)	Lithologic Description
Recent	0.01	Rajamundry Sst./ Godavari Clay		Not defined	-Brick colored ferruginous s.st.
Miocene	23	Narsapur Clay St.			-Clay stone expected
Oligocene	34	Matsyapuri Sst.		500- 700	-S.st with Shale/clay interbeds
Eocene	56	BMP Lst		600- 950	-Mainly L.st
		Pasarlupudi Fm.			-Shale with lenticular sand bodies
		Palakollu Shale		1000-1650	-Mostly shale; possible channel sand in the area
Paleocene	65	Razole Fm.			-Present at northern part but some remnant possible in parts of the area
Cretaceous	145	Raghavapuram Shale/ Chintalapalli Shale		1400- 2400	-Dominantly shale. channel sand bodies expected
		Gollapalli S.st.		4700-5900	-Dominantly syn -rift sandstone with shale interbeds -Absent in the northern part or very thin cover of sediment in parts of the area
Archean	3800			3700- 8500	Metamorphic/ quartzitic Basement

Figure 2: Lithology

B. SCOPE OF WORK

1.0 Details of services:

Company is planning to undertake conventional coring in upcoming exploration wells in the onshore KG Basin project for 3 (Three) wells out of which 1(one) being HPHT. Cores are required for determining reservoir parameters, petrophysical parameters and geological descriptions. The results will help in field development planning, reserve estimation and reservoir simulation. Following is the Scope of work which has been broadly divided into three parts.

- i. Field Core Processing
- ii. Routine Core Analysis

I. Field Core Processing

It is expected that the Field core processing and related Routine Core Analysis plugs preparation to be carried out at Company's base at Kakinada, Andhra Pradesh after receipt of stabilized one meter core sections from the rig. Company will provide necessary arrangement with water and electricity connection and required work space for setting up the core processing facility. **Contractor should provide all equipment and consumables for the complete job.** Note that the rentals for all the equipment required for the job will be applicable only for the operating days. No standby rates will be given for the days when the equipment are not in operation. Contractor may keep their equipment at the company's designated warehouse if they wish. Company will not be responsible for any kind of damage or loss to their equipment. The Field Core Processing will include but not limited to the following services:

- **Spectral Gamma:** This is a contingency in case the equipment provided by the Coring Company fails or Company decides to reconfirm the results generated by other contractors. The spectral gamma measurements will require the measurement of

Uranium, Potassium and Thorium and the total count of gamma. Contractor should submit the details of the equipment along with the bid.

- **Barrel milling:** Barrel milling and immediate layout for plug and whole core section selection in conjunction with Company personnel. Windowed milling may be required to partially expose core and take plugs prior to removal of core from sleeves for slabbing depending on an assessment of core competence. Contractor to provide suitable tables for core layout and viewing under UV light.

- **CT scan:** At least 2 orientations (0° & 90°) per whole core section of 1 meter each providing high digital images. CT scan prints and soft copies in CD are to be provided for immediate reference.

- **Core Slabbing:** Capable of slabbing cores of 4" and 5-1/4" diameter using various coolants as needed. The core is to be slabbed into 1/3 and 2/3 sections. Polishing of the surface may be required to remove the blade marks.

- **Plugging:** Plugs need to be 1 inch/ 1.5 inch in diameter. Plugs for Routine Core Analysis work and SCAL work (if required by Company) will be treated differently. Plugs to be suitably preserved to retain formation fluids and integrity.

- **Digital Photography:** Digital photography in white light at 1000 dpi minimum, ultra-violet light also at minimum 1000 dpi. Creation of catalogues of photography with labeling of plug taken with its number, permeability, porosity and other parameters as requested by Company. The core has to be photographed immediately after slabbing. 4 m of core to be represented on the white light and UV light print. Data is to be presented as prints and as high resolution 1 meter strips (in tiff format) and properly archived in Digital format on a CD.

- **Core preservation:** Few selective core sections are required to be preserved in hot melt wax. The samples should be wrapped with at least 7 layers of Saran Wrap and then 7 layers of Industrial Grade Aluminum foil (not commercially available cooking foil) prior to dipping in wax. Depths, sample numbers etc written on the aluminum after the sample has been wrapped must be clearly seen after the hot melt wax cools down. Preserved samples where the wax has turned brown and the annotations not visible will not be accepted. Full diameter cores should have proper top and bottom markings with the depths.

- **Surface protection:** Slabbed sections are required to be coated with cellulose/resin before storage for core integrity. Well identification, core depths, preserved samples notification etc is required. Slabbed sections need to be properly packed in boxes so that the core is not damaged during transportation to Company archives.

- **Report Generation:** Reports of plug condition, weekly status report including the progress of job and a complete report on entire work at shore base to be provided at the end of each job.

II. Routine Core Analysis :

Routine core analysis is performed to gather the basic reservoir rock parameters. The tests should start within a week of arrival of core samples in contractor's laboratory within India. Contractor will take full responsibility for the transportation of the Plug/Sample to their laboratory within India. Contractor will also bear the cost of shipping of samples for Routine Core Analysis.

All Routine Core Analysis procedures should conform to API RP 40 standards and must comply with ISO 9001:2008. All measurement equipment used by the contractor must have calibrations or certifications traceable to NABL / Internationally acceptable standards.

All Routine Core Analysis of the samples for each well to be completed within 45 days of arrival of core samples in contractor's laboratory and the draft report to be submitted to the company within this stipulated time.

Routine Core Analysis procedures conducted may include but not limited to the following minimum services:

- **Residual fluid saturations determinations by Dean and Stark Method:** Dean Stark is one of the critical measurements required to be conducted for the measurement of water saturation. Contractor to provide detailed procedures that are to be applied, (compliant with API RP 40) and measures taken to ensure no loss or gain of water, grains (thimbles used, Glass / cellulose) etc. When samples are analyzed, the water recovery is to be monitored every 30 minutes. It is expected that the receiving tubes are certified to Class A standards.

- **Plug cleaning and drying:** The procedure and method of cleaning and drying will be decided on the basis of mineralogy. Contractor should be capable of using all the standard procedures for cleaning and drying including the clay specific methods. Samples have to free of oil and residual salts irrespective of the time taken for the cleaning process. This will involve installing conventional hot cleaning soxhlets and conventional oven and cool cleaning soxhlets and humidity oven.

- **Grain Density measurements:** A standard sample could be a solid plug of known volume or an actual plug sample used as a reference standard must be measured after every 10 samples to verify the grain volume. Grain density to be reported to 2 decimal places. Pressure gauge / transducer calibration and reference disk volume calibration will be presented with the bid.

- **Pore Volume Measurements and determination of Porosity:** Porosity is to be measured in ambient condition (400psi) and reservoir confining pressure (to be provided by company) .Pore volume of samples will need to be measured using the direct injection technique. Helium is to be used as reference gas. The transducer used for determining the pressure must have an accuracy of 0.05% FS. Transducer specifications and the recent calibration of the transducer must be presented. Any other technique / methodology used, has to be specified and approved by company prior and submitted along with the bid document. Porosity is to be reported to 1 decimal place

- **Permeability Measurements:** Permeability measurements on Routine Core Analysis samples will be carried out using the steady state technique and nitrogen as the gas for measurement. The transducer used for determining the pressure must have an accuracy of 0.05% FS. Transducer specifications and the recent calibration of the transducer must be presented. Mean pressure of the gas is to be reported along with the raw data as an addendum to the final report. Klinkenberg permeability to be measured with a minimum of 4 mean pressures for calculation of K_{inf} and b . Both vertical and horizontal permeability to be measured and reported.

Any other technique / methodology used, has to be specified and approved by Company prior and submitted along with the bid documents.

Permeability range and reporting requirements.

< 1 md : reported to 3 decimal places (eg 0.001)

1.0 – 10 md : reported to 2 decimal places (eg 1.01)

10 – 100 md : reported to 1 decimal place (eg 10.1)

More than 100 md : reported to 0 decimal places (eg 101 md)

• **Reporting of Routine Core Analysis Raw Data:** Company requires that the procedure used for measurement of the RCA data be reported and the raw data as measured be reported with the RCA report. Contractor should submit final report of the well within 10 days after the draft report has been reviewed by the Company. The final report will consist of, but not limited to the following

1. Chronology of events in the programme.
2. Brief procedures used for measurements.
3. Data in a tabular format as cross plot and histograms.
4. Permeability v/s Porosity Cross Plots at ambient and overburden pressures
5. Permeability (and Porosity) at overburden v/s ambient
6. Histograms showing frequency and cumulative frequency, storage capacity and cumulative storage capacity, transmissibility and cumulative transmissibility of the sample values.
7. RQI v/s Normalized Porosity for the sample set
8. Core, CT Scan and Plug Photos with basic data, sample number, depth, grain density, porosity and permeability on the side of the core image.
9. Routine Core Analysis Raw data included as an addendum to the report.
10. Contractor should provide specific observations and recommendation on the results (if any).
11. Contractor should deliver 3 hard copies of final report with 3 electronic copies for each well.

• **General Requirements for Routine Core Analysis:** Equipment to be used for measurements must meet the following minimum specifications.

- ☐ Pressure transducers used for overburden measurements accurate to $\pm 1.0\%$ full scale
- ☐ All other pressure transducers where readings impact calculation of results accurate upto $\pm 0.05\%$ Full Scale
- ☐ Calibration plugs with volumes ranging from 50.000 cm³ to 5.000 cm³ accurate to $\pm 0.1\%$
- ☐ Balances upto 300 gms : Readability 0.001 gm with a minimum accuracy of 0.002 %
- ☐ Balances > 1000 gms (0.01 gm) with a minimum accuracy of 0.02 %
- ☐ Calipers or micrometers accurate to 0.001 in (0.01 mm) with permissible variation of ± 0.001 inch (± 0.02 mm)
- ☐ Mass or gas flow meters accurate to 0.1%
- ☐ Measurement Glassware for Dean and Stark Analysis calibrated to Class "A" Standards.

• **Integration of data, Interpretation and Final Reporting:** Company will need a comprehensive study report integrating Routine, and Geological data for each well. Bidder to provide detailed reports of all Routine core analysis results obtained with procedures of experiments for each cored well. Contractor need also to provide at least weekly updates on progress versus schedules. Use of web-based interim reporting sites and data exchange is encouraged. Company will request data from core studies to be available as quickly as possible via electronic transfer, but at the end of the study a fully integrated report (in-field, lab processing and results) is required for each well cored. This is the final report which will be issued in draft for Company comment before finalization. The Final Report to be submitted within fifteen days of the end of core testing for that well. **Reports to be provided as 3 hard copies (with color as needed), and CD-ROM digital version attached to each hardcopy report.** Note that for all numerical data, the digital form should be in excel spreadsheets. For all image data the digital form should be as ".tiff"/JPEG files. Contractor should provide specific observations and recommendation on the results and suggestions for improvements if any.

2.0 Contractors Personnel:

CVs of relevant key personnel to be associated with the project together with their educational qualifications and work experience must be submitted in the bid by the Contractor.

- **Supervisor/Team Leader/ Project Manager:** Master Degree in Geology/ Chemistry/ BE or B.Tech in Petroleum Engineering / Chemical Engineering with at least 5 years of experience in Core Processing, Routine Core Analysis, Data Generation, Data Evaluation etc., with technical training and capable to accomplish the assigned task.

- **Senior Technician/Technician:** Degree in Science/Diploma Chemical Engineering/Petroleum Engineering with 2 years of relevant experience in core analysis.

- **List of Personnel:** Contractor shall provide the following personnel to ensure smooth running of operations:

S. No.	Description	Nos.
1	Supervisor	1
2	Senior Technician	1
3	Technician	1

3.0 HEALTH SAFETY AND ENVIRONMENT

The Contractor shall submit the safety manual and operating procedure manual in advance to the Company for review and comment. The Contractor shall also submit a tool preventive maintenance system. Contractor also needs to submit their Corporate HSE policy. Contractor has to strictly follow all the HSE rules and regulation and follow safety rules practiced internationally. MSDS sheets for all the chemicals that may be used in the core processing and analysis should be available with the contractor.

4.0 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 job 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.

5.0 INSPECTION AND CERTIFICATES

Contractor shall acknowledge that Company may inspect Contractor's tools and equipment at any time during the execution of the Contract. Contractor shall acknowledge that Company's inspectors may require carrying out random testing of the tools used for its operation.

END OF SECTION –II

SECTION -III

SCHEDULE OF RATES

The bidder shall quote the following rates in their price bid as per the format given below. The payment shall be made for the actual work done and all “DA Y R A T E ” charges shall be payable after prorating to nearest hour.

A. MOBILIZATION CHARGES (LUMP SUM)

(TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)

- i) **Mobilization Charges** as LUMP SUM amount shall be payable on the completion of **Mobilization** as defined in Clause 2.2 of Section I “General Conditions of Contract” subject to successful commissioning of Core processing facility at Kakinada Base.
- ii) Mobilization Charges should cover all local and foreign costs of the Bidder to mobilize the equipment to the Company base at Kakinada including all local taxes, port fees, inland transport etc., but excluding Customs duty (which will be to Company’s account, if applicable) on the items declared in Proforma A.
- iii) Total Mobilization Charges of the price format should not exceed 7.5% of the total estimated Contract value.

B. DEMOBILIZATION CHARGES (LUMP SUM)

(TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)

- i) The **Demobilization Charges** should be quoted as lump sum charge and shall cover all the local and foreign costs of the Contractor to demobilize the Contractor’s items including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India.
- ii) **Demobilization Charges** will be payable as **“LUMP SUM”** amount to the Contractor by the Company **only once** after completion of Company’s activity against this Contract. The Contractor shall arrange for and execute demobilization of their entire package of Contractor’s items upon receipt of notice from the Company.
- iii) Demobilization will indicate completion/ termination of the Contract. All charges, whatsoever, shall cease to exist with effect from the day the Contractor is issued Demobilization notice by the Company.
- iv) Pursuant to Clause **24.12** of “General Conditions of Contract”, Demobilization charges shall be paid to the Contractor for complete package of Tools/ Equipment/ Spare/ Accessories etc. only once, after completion of the contractual period/ termination of the Contract.
- v) All charges, whatsoever, shall cease to exist with effect from the day the Contractor is issued De-Mobilization notice by the Company.
- v) The **Demobilization Charges** should not exceed 7.5% of the total estimated Contract value.
- vi) The Contractor is required to complete Demobilization within 60 (thirty) days from the date of issuance of “Demobilization Notice” served by the Company. Penalty will be imposed “@10% per day” of Demobilization charges for every additional day consumed by Contractor beyond stipulated 60 (thirty) days to complete Demobilization.

C. RENTAL

(TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)

- i) The **Rental** shall be payable on actual day rate basis during core processing services during operation at Kakinada after the Commencement Date of the Contract.
- ii) **Rental** shall be payable during core processing services is in operation only.
- iii) The **Rental** shall include the cost of maintenance, spares and all consumable those are required to operate the core processing services smoothly and efficiently.
- iv) The **Rental** include all other necessary equipment, tools and accessories etc. to be provided by the Contractor for due performance of the intended services without any additional charges to the Company.
- v) During **Rental** period the tools/equipment are required to be in fully operating condition, save repair and preventive maintenance with prior permission of Company.
- vi) The **Rental** shall not be payable if the Contractor withdraws the whole or part of the equipment or any manpower affecting operations.
- vii) For the core processing services Rental charges, Contractor shall raise invoices at the end of each calendar month. Contractor must submit the Performance Report of the equipment certified by Company Representative along with the invoice.

D. NO CHARGE PERIOD

(TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)

- i) No charges are payable during the period the core processing services is not in operation, or non availability of crew, spares or consumables or for any other reason attributable to the Contractor.
- ii) If Contractor's tool/ equipment fails to perform, for any reason during the operations, then no charges, whatsoever, shall be payable to Contractor until the equipment/ tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of Company

E. MOBILIZATION CHARGES OF PERSONNEL TO BASE AT KAKINADA

- i) **Mobilization Charges** shall be **"LUMP SUM"** amount and shall cover all costs of Contractor include but not limited to travel expenses, in-transit accommodation charges, personal insurance etc. for Contractor's Personnel to reach the Company designated base on receipt of the mobilization notice from Company.

- ii) **Mobilization Charges** shall be payable to the Contractor after the completion of **Mobilization** of Contractor's Personnel as defined in Clause 2.2 of Section I "General Conditions of Contract".

F. DEMOBILIZATION CHARGES OF PERSONNEL FROM BASE AT KAKINADA

- i) **Demobilization Charges** shall be **"LUMP SUM"** amount and shall cover all costs of Contractor include but not limited to travel expenses, in-transit accommodation charges, personal insurance etc. for Contractor's Personnel to depart from Company base on receipt of demobilization notice from Company Representative .

G. OPERATING DAY RATE FOR PERSONNEL (ODRP)

- i) The **ODRP** shall be payable on day rate (12 working hours per day) basis during the period the core processing services is fully in operation at base at Kakinada.
- ii) Payment of **ODRP** will be directly linked to operational condition of respective tool/ equipment handled by Contractor's Personnel as per contractual assignment.
- iii) The **ODRP** for Contractors personal should include food, accommodation, local transport and all other expenses of the contractors personal at Kakinada during core processing operations.
- iv) The **ODRP** for Contractor's Personnel ceases to exist with effect from the day the Company serves notice of demobilization to the Contractor due to termination/ expiry of the Contract.
- v) If breakdown of the Contractor's tool/ equipment result into the halt of Core Processing operations, no **ODRP** shall be payable to Contractor's Personnel until the equipment/ tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of Company.

H. INTERIM DEMOBILIZATION & REMOBILIZATION CHARGES TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES

- i) The bidder is required to quote **Interim Demobilization & Remobilization Charges** in **LUMP SUM** covering rental Tools/ Equipment with accessories. The company retains the right to Demobilize Contractor's Equipment & Tools temporarily and Remobilize the Equipment & Tools in case of, but not limited to, need for temporary suspension of Company's activity for operational reasons, or any other reason as deemed fit to the Company. In such an event these charges in LUMP SUM amount are payable.
- ii) No Charges, whatsoever, will be payable from the time the Interim Demobilization notice is issued till Remobilization is completed under Company's advice and duly certified by Company's representative.
- iii) These charges, however, shall not be considered for price bid evaluation.

I. GENERAL NOTE

- i) The estimated period of contract is for 6 Months extendable by another 3 months with same rate and terms and conditions of the contract.

- ii) The rates/charges indicated above shall include all applicable taxes and duties except GST and customs duty which shall be to Company's account, if applicable.
- iii) Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".

END OF SECTION – III

SECTION-IV

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. 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. 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 may engage additional personnel for maintenance or assistance in the performance of the Work. The Company shall not be responsible to pay any charge or day rate for such additional personnel.
- 2.3 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.
- 2.4 The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

3.0 OBLIGATIONS OF THE CONTRACTOR:

- 3.1 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.

- 3.2 Contractor shall furnish to Company details of all equipment, duration of deployment of each 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.
- 3.3 Contractor shall furnish full particulars of crew's 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 Contractor shall use to the fullest extent all facilities available in India provided they are technically/operationally acceptable.
- 3.8 Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect.

4.0 OBLIGATIONS OF COMPANY:

- 4.1 Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and its subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However, the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents.
- 4.2 Company shall organize all possible help from local government / administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.

5.0 MOBILIZATION PERIOD:

- 5.1 The Contractor must be able to **mobilize** his equipment, spares and all other necessary materials required for providing field core processing services within **30** (thirty) days from the date of issue of Mobilization notice by the Company.

- 5.2 Contractor should mobilize the personnel for Field Core Processing services within **3 (three)** days from the date of issue of Mobilization notice for personnel by the Company.
- 5.3 The Contractor must be able to **remobilize** his equipment, spares and all other necessary materials required for providing Field Core Processing services within 15 (fifteen) days from the date of issue of Remobilization notice by the Company.

6.0 COMPLETION OF DEMOBILIZATION:

- 6.1 Pursuant to **Clause 34.6** of “General Conditions of Contract”, Demobilization must be completed by the Contractor within **60 (sixty)** days of expiry / termination of the Contract, failing which Contractor will reimburse to Company the loss in duty draw back, if any.
- 6.2 Demobilization shall be considered as complete only after submission of all the Reports, Data generated during the Contract period along with the Final Reports of the last well to the Company by the Contractor. Any other equipment provided by the Company during the Contract period need to be returned at the time of demobilization.

7.0 MOBILISATION AND DEMOBILISATION OF OPERATING PERSONNEL:

All mobilization and demobilization cost for Contractor’s personnel from Contractor’s base to Kakinada or Company’s designated place and back shall be to Contractor’s account and included in the Mobilisation and Demobilization charges as specified in the Section III “Schedule of Rates”. These include but not limited to travel expenses, in-transit food & accommodation charges, personal insurance etc. Company shall not be responsible for any extra charges in this regard whatsoever. Contractor’s Personnel shall be required to be mobilized at Kakinada / designated place as specified by Company.

End of Section IV

END OF PART – 3

PROFORMA - A

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?	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 "PARTLY" 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: _____

Designation:-----

NAME OF THE BIDDER/FIRM/SERVICE PROVIDER:

PRICE BID FORMAT**Tender No:CEG5974P18****Currency Quoted:**

SL No.	Decription of Service	Unit	Quantity	Unit Rate	Total
	A) Field Core Processing:				
1	Marking and orientation of Core	Meter	72		
2	Spectral Gamma (API, U, Th, K)	Meter	72		
3	CT Scan (2 orientations at 0° & 90° per whole core)	Meter	72		
4	Slabbing consolidated Core	Meter	72		
5	Taking plug consolidated Core	Each (EA)	284		
6	U.V Photography	Meter	72		
7	White Light Photography	Meter	72		
8	Core Photography - Prints	EA	28		
9	Preserve plug	EA	284		
10	Surface protection of Core	Meter	126		
11	Labeling & Packing trim Ends	EA	230		
12	Packing and labeling of Core, boxing in wooden box.	Meter	126		
13	Rental of Slabbing saw with fluid recycling system	Day	46		
14	Rental of Plugging equipment to drill 1" & 1.5" plugs	Day	100		
15	Rental of Plug trimming Equipment	Day	46		
16	Rental of Surface Polisher.	Day	46		
17	Rental of Photography setup for photographing 4 meter single shot slabbed core under whitelight and UV light with min 16 megapixel camera	Day	33		
18	Rental of Wax bath for Plug and Core Preservation	Day	100		
19	Report generation per well for Field Core Processing (1 hard copy with 1 CD ROM per well)	EA	4		
	B) Routine Core Analysis:				
1	Hot solvent extraction	EA	144		
2	Sample drying hot oven	EA	144		
3	Cooled solvent cleaning	EA	144		
4	Sample drying humidity oven	EA	144		
5	Dean Stark Analysis	EA	72		
6	Grain Density	EA	144		
7	Porosity @ Ambient Pressure	EA	144		
8	Porosity @ OB Pressure	EA	144		
9	Permeability @ Ambient Pressure	EA	144		
10	Permeability @ OB Pressure	EA	144		
11	Report Generation per well standard tabular and graphical presentation with test methodology with results(3 hard copies with 3 CD ROM per well)	EA	4		

	C) Equipment and Personnel for Field Core Processing:				
1	Mobilization of Field Core Processing Equipment	Lumpsum	1		
2	Demobilization of Field Core Processing Equipment	Lumpsum	1		
3	Mobilization of personnel (Mobilization for 3 persons for 6 times)	Per person	18		
4	Demobilization of personnel (Demobilization for 3 persons for 6 times)	Per person	18		
5	ODRP of Supervisor	Each per day	29		
6	ODRP of Senior Technician	Each per day	29		
7	ODRP of Technician	Each per day	29		
Grand Total Contract price excluding GST and Customs Duty =A+B+C					
Interim Demobilization-Remobilization Charges(tools/equipment/consumables with all accessories)		Lumpsum	1		

NOTE:

- i) The items mentioned in above clause are to be read in conjunction with **Schedule of Rates** in Section III.
- ii) Bidders shall quote for all the items.
- iii) The MOBILIZATION CHARGES of TOOL / EQUIPMENT should not be more than 7.5% of the total estimated Contract Value.
- iv) The DE-MOBILIZATION CHARGES of TOOL / EQUIPMENT should not be more than 7.5% of the total estimated Contract Value.
- v) The quantities mentioned against each item in Schedule of Rate/Price Bid Format are for evaluation purposes only. However, payment will be made at actual.
- vi) Interim demobilization & remobilization charges shall not be considered for evaluation.

Name of the authorised signatory: _____

Designation:

NAME OF THE BIDDER/FIRM/SERVICE PROVIDER:

PROFORMA - C

BID FORM

**To
Oil India Limited,
Door. No. 11-4-7 (3rd Floor)
Nookalamma Temple Street
Kakinada - 533004
Andhra Pradesh
India**

Sub: Tender No. : _____

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of award of Contract.

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

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2017.

Signature of the authorised person: _____

Name: _____

Designation: _____

Seal of the bidder/contractor: _____

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC

We _____ (Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria(BRC) of the Bid document of Tender No. ----- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the Envelope 'C' containing the Techno-commercial Bid.

Signature of the authorised person: _____

Name: _____

Designation: _____

Seal of the bidder/contractor: _____

PROFORMA – E**STATEMENT OF NON-COMPLIANCE**

SECTION NO.	CLAUSE NO./ SUB-CLAUSE NO.	COMPLIANCE / NON-COMPLIANCE -	REMARKS

Signature of the authorised person: _____**Name:** _____**Designation:** _____**Seal of the bidder/contractor:** _____

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 techno-commercial bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

FORM OF PERFORMANCE BANK GUARANTEE

To:
Oil India Limited,
Door. No. 11-4-7 (3rd Floor)
Nookalamma Temple Street
Kakinada - 533004
Andhra Pradesh
India

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 (name and address of the bank) _____ (hereinafter called "the Bank") 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 also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the Bank.

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

This guarantee is valid until the date _____ (90 days after the Contract completion date).

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

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

B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

Note: If Bank Guarantee is submitted towards 'Performance Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

CONTRACT FORM

This contract 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.

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Contractor against Company's Tender No. _____.

WHEREAS, Contractor has accepted Company's Letter of Award vide their letter no. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this 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 Award 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 Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, 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 Contract,
- (b) Section-II indicating the Scope of Work,
- (c) Section-III indicating Schedule of rates.

In the event of any conflict between General and Special Conditions of Contract, the Special Conditions of Contract shall prevail.

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 Kakinada, Andhra Pradesh, India as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

For and on behalf of
Contractor (M/s. _____)

Name:

Status:

In presence of

1.

2.

PROFORMA-H

AUTHORISATION FOR ATTENDING BID OPENING

TO

Date: _____

OIL INDIA LIMITED,
D.NO.11-4-7; 3RD FLOOR
NOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
Andhra Pradesh, India
Sir,

Sub: OIL's Tender No. -----

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder/Contractor:

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.

PROFORMA OF BID SECURITY (BANK GUARANTEE)

To,

**OIL INDIA LIMITED
KAKINADA-533004,
ANDHRA PRADESH, INDIA**

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of Hiring of Bulk Handling Services for 2 (two) Exploratory Wells in KG Basin, Andhra Pradesh, India (hereinafter called "the Bid") against OIL INDIA LIMITED, KAKINADA, Andhra Pradesh, India (hereinafter called the Company)'s Tender No. CEG5220P18.

KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

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

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

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

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 120 days from the Bid Closing date.

Note: If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

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

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. Kakinada
Date . 24.10.2017

PROFORMA - K**BIO-DATA AND EXPERIENCE OF PERSONNEL**

Name:

Educational Qualification:

Certifications:

Experience in last five years

Year	From Date	To Date	Name of Organization	Client/ Project	No. of days worked	No. of similar jobs done	Type of wells drilled	Worked as

Format for Other personnel

- 1 CATEGORY OF JOB / POST :
- 2 NAME OF INCUMBENT :
- 3 PRESENT ADDRESS :
- 4 HOME ADDRESS :
- 5 NATIONALITY :
- 6 DATE OF BIRTH :
- 7 ACADEMIC QUALIFICATION :
- 8 TECHNICAL QUALIFICATION :
- 9 TOTAL EXPERIENCE IN THE RELATED FIELDS (IN YEARS) :
- 10 JOB EXPERIENCE RESUME :

SL NO	WORK EXPERIENCE		TYPES OF JOB CARRIED OUT	NAME OF COMPANY	PLACE OF WORK
	FROM	TO			

NOTE: TO ATTACH ALL SUPPLEMENTARY DOCUMENTS.

Name of the authorised signatory: _____**Designation:****NAME OF THE BIDDER/FIRM/SERVICE PROVIDER:**

PROFORMA - L

PROFORMA LETTER OF AUTHORITY

TO

EXECUTIVE DIRECTOR (KGB & BEP),
Oil India Limited,
D.No.11-4-7;3RD FLOOR
NOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
Andhra Pradesh, India

Sir,

Sub: OIL's Tender No. _____

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

Signature: _____
Name & Designation: _____
For & on behalf of: _____

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

PROFORMA - M**CALCULATION OF LOCAL CONTENT- SERVICE**

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LC	
						%	Rs./Foreign Currency (To be specified by the service provider)
			a	b	c = a+b	d = a/c	e = cxd
A	Cost component						
	I. Material used cost	Rs./Foreign Currency					
	II. Personnel & Consultant cost	Rs./Foreign Currency					
	III. Other services cost	Rs./Foreign Currency					
	IV. Total cost (I to III)	Rs./Foreign Currency					
B	Taxes and Duties	Rs./Foreign Currency					
C	Total quoted price	Rs./Foreign Currency					

Note:

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

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

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. *(Applicable only for Foreign Purchase / Global Tenders)*

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To

Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or

omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

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

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

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20____ at _____

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

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

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/ Subsidiary Company- (Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

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

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

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE
(Delete whichever not applicable)
(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE
VALUE AND NOTORISED)

DEED OF GUARANTEE

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

WHEREAS

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

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

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

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

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

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

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

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

M/s _____

Witness:

1. Signature _____
 Full Name _____
 Address _____

Signature _____
 Name _____
 Designation _____

Common seal of the
Company_____

Witness:

2. Signature _____
 Full Name _____
 Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee should be executed on stamp paper of requisite value and notarised.
2. The official(s) executing the guarantee should affix full signature (s) on each page.

3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary should be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed alongwith the Guarantee.

“Obligation contained in the deed of guarantee No._____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

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

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and

M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.
Witness

1)
2)

For and on behalf of
(Sister Subsidiary / Co-
subsidiary)

M/s.
Witness

1)
2)

For and on behalf of
(Ultimate Parent /
Holding Company)

M/s.
Witness

1)
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

XXXXXXXXXXXXX