



Date: 15.06.2018

**FORWARDING LETTER**

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

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**Sub: IFB No.CJG-8319-P19 FOR HIRING OF ONE (01) NO. WIRELINE LOGGING UNIT WITH SERVICES FOR A PERIOD OF TWO (02) YEARS WITH A PROVISION OF EXTENSION BY ANOTHER ONE(01) YEAR OR PART THEREOF AT THE SAME RATE, TERMS AND CONDITION FOR RAJASTHAN PROJECT.**

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Rajasthan Project of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. The Project Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL’s e-procurement site for **Hiring of one (01) no. Wireline Logging Unit with services for a period of two (02) years with a provision of extension by another one(01) year or part thereof at the same rate, terms and condition for Rajasthan Project.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

<b>IFB No./ Tender No.</b>	<b>CJG-8319-P19</b>
a. Type of IFB	Single Stage Two Bid System
b. Tender Fee	INR 60,000/- or US\$ 1,000/- (Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal. No other mode of payment shall be accepted.)
c. Period of Sale	<b>15.06.2018 to 24.07.2018</b>
d. Bid Closing Date & Time	<b>31.07.2018 at 11-00 hrs (IST)</b>
e. Bid (Technical) Opening Date & Time	<b>31.07.2018 at 15-00 hrs (IST)</b>
f. Priced Bid Opening Date & Time	Will be intimated to the eligible Bidders nearer the time
g. Bid Submission Mode	Bid should be uploaded in OIL's E-

	Procurement portal
h. Bid Opening Place	Office of the DEPTY GENERAL MANAGER, M & C Department, Oil India Ltd., 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan, India
i. Bid Validity	120 days from bid Closing date
j. Mobilization Time	As defined in the tender
k. Bid Security Amount	INR 30,00,000/- or US\$ 45,000/-
l. Bid Security Validity	210 days from bid closing date
m. Amount of Performance Security	10% of one year contract value
n. Validity of Performance Security	Should be valid upto 3 months beyond the contract completion period.
o. Duration of the Contract	Two (02) years from the date of commencement of contract with early termination clause.
o(i) Additional Unit	OIL at it's option may hire one additional Logging Unit with tools and accessories at the same rate and terms & conditions within the validity of the contract.
p. Quantum of Liquidated Damage for Default in Timely Mobilisation	Refer clause No. 17.0 of General Conditions of Contract (Part-3, Section-I)
q. Bids to be addressed to	DEPTY GENERAL MANAGER, M & C Department, Oil India Limited, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan, India
<b>r. Pre-Bid Conference Date</b>	<b>11.07.2018</b>
<b>s. Last Date of submission of Pre-Bid Queries</b>	<b>09.07.2018</b>

**3.0 Pre-Bid Conference:** A pre-bid conference to explain Company's exact requirements and to reply the queries of Bidders, if any, on the tender stipulations will be held on **11.07.2018** at 11:00 hrs (IST) in OIL's Project Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan. Maximum of two representatives of each Bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate Dy. General Manager (M&C), Oil India Limited, Jodhpur latest by **09.07.2018**.

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

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

**5.1** 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.**

5.2 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.

5.3 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.

5.4 **EXEMPTION OF TENDER FEE:**

5.4.1 If the Bidder is a Micro or Small Enterprise 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 monetary limit, if any and the items for which Bidder are registered with any of the aforesaid agencies.

5.4.2 Public Sector Units (PSU) are also exempted from payment of tender fee.

5.5 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 Mr. B. Bharali, Chief Manager (ERP-MM) at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 03742807192/7171/7178.

6.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

6.1 The prospective Bidders shall submit their queries/clarifications against the tender through E-mail / Fax / Courier addressed to Dy. General Manager (M&C), OIL INDIA LTD., Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan and such queries must reach OIL's Rajasthan Project office at Jodhpur latest by **09.07.2018**. OIL shall provide clarifications on the date of pre-bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries/ Clarifications against the tender received beyond **09.07.2018** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

7.0 **IMPORTANT NOTES:**

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

i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to DGM (M&C), OIL INDIA LTD., Rajasthan Project, 2A, SaraswatiNagar, Jodhpur-342005, Rajasthan (India):

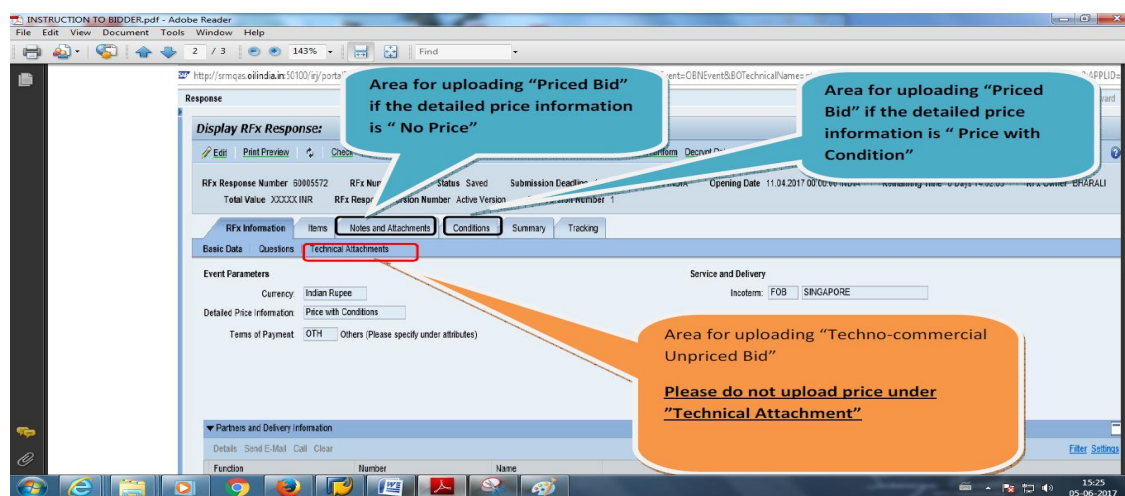
- a) Original Bid Security
- b) Printed catalogue and Literature, if called for in the tender.
- c) Power of Attorney for signing the bid.
- d) Any other document required to be submitted in original as per tender requirement.

**The above documents including the Original bid security, must be received at OIL's DGM(M&C)'s office at Jodhpur on or before 11.00 Hrs(IST) on the Bid Closing date failing which the bid shall be rejected.** A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

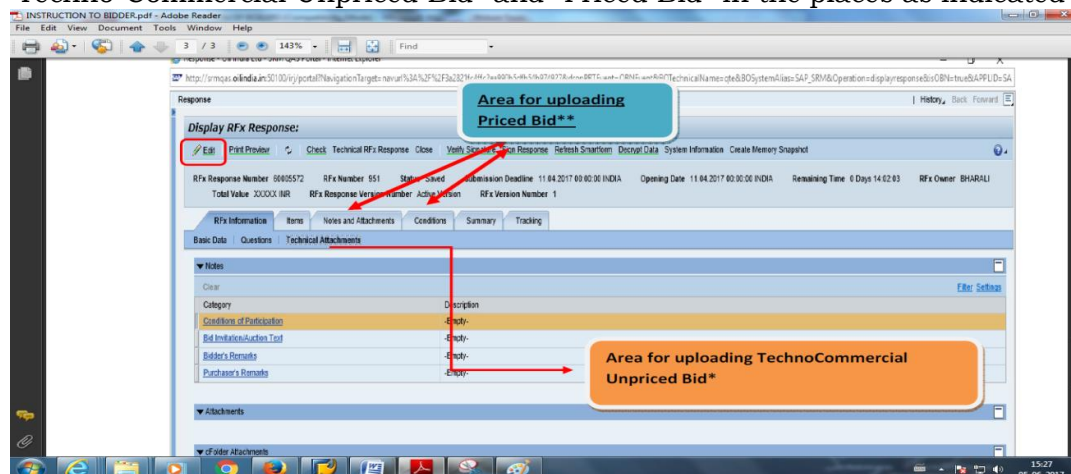
ii) Bid should be submitted online in OIL's E-procurement site before 11.00 AM (IST)(Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the DGM(M&C)in presence of the authorized representatives of the Bidders.

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

iv) The tender is invited under SINGLE STAGE TWO BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page, otherwise the offer will be rejected.** Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected.



On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated below:



**\*The “Techno-Commercial Unpriced Bid” shall contain all techno commercial details except the prices.**

**\*\* Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**

**Note :**

**\* The “Technical Unpriced Bid” shall contain all techno-commercial details **except the prices.****

**\*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension **.SIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.**

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

Thanking you,

Yours faithfully,

**OIL INDIA LIMITED**

**(Anita Dam)**

**Dy. General Manager (M&C)**

**For CGM-Services(RP)**

**For Executive Director(RP)**

## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

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

#### **A. BID DOCUMENTS**

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

- (a) A Forwarding Letter highlighting the following points:
  - (i) Company's IFB No. & Type and Tender Fee
  - (ii) Pre-Bid Conference date and time
  - (iii) Bid closing date and time
  - (iv) Bid opening date and time
  - (v) Bid submission Mode
  - (vi) Bid opening place
  - (vii) Bid validity, Mobilisation time & Duration of contract
  - (viii) The amount of Bid Security with validity
  - (ix) The amount of Performance Guarantee with validity
  - (x) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Scope of Work/Terms of Reference/Technical Specification,(Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Services / Schedule of Rates, (Part-3, Section-IV)
- (h) Price Bid Format, (Proforma-A)
- (i) Estimated CIF value of items at the time of import, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Compliance, (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Integrity Pact, (Annexure-A1)
- (r) Format for Certificate of Annual turnover & Net Worth(Annexure – 1)
- (s) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company (Attachment – I)
- (t) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (u) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary / Co-Subsidiary (Attachment –III)
- (v) General HSE Points (Appendix-A)
- (w) Procedure for obtaining labour license (Appendix-B)
- (x) Provisions for Purchase Preference Policy (linked with Local Content)(PP-LC) (Annexure-X)

**2.1** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents

or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the Bidder in whose name the Bid Document has been issued.

3.2 Unsolicited bids will not be considered and will be rejected straightway.

### **4.0 AMENDMENT OF BID DOCUMENTS:**

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

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" 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 "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

## **B. PREPARATION OF BIDS**

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

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

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

### **6.0 DOCUMENTS COMPRISING THE BID:**

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

#### **(A) TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original BidSecurity should be sent as per Clause No. 11.11 below.
- (iv) Copy of Bid-Form **without** indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Proforma-B: List of items to be imported **without** the CIF values.
- (vii) Copy of Priced Bid **without** indicating prices (Proforma-A)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.

#### **(B) PRICED BID**

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

- (i) Price-Bid Format as per Proforma-A
  - (ii) Bid Form as per Proforma-C
  - (iii) Proforma-B showing the items to be imported with the CIF values.
- The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

#### **7.0 BID FORM:**

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

#### **8.0 BID PRICE:**

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

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

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

#### **9.0 CURRENCIES OF BID AND PAYMENT:**

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

9.2 Indian Bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign Bidders. However, currency once quoted will not be allowed to be changed.

#### **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

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

#### **11.0 BID SECURITY:**

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

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

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



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

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

**Note: Bid Security in the form of DD/Cheque/Cashier Cheque or any other mode will not be acceptable.**

11.2.1 The following is the Bank details of OIL, Rajasthan Project for obtaining Bank Guarantee:

Bank Details of Beneficiary(OIL, Rajasthan Project)	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492)
c) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

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

11.4 The Bank Guarantee shall be valid for 90 days beyond the validity of the bids specified in the Bid Document.

11.5 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.

11.6 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.

11.7 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

11.8 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Jodhpur, Rajasthan, the place of issuance of tender.

11.9 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

11.10 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

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

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

11.13 The Bid Security may be forfeited, if:

- 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

11.14 In case any Bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List for a period varying from six(06) months to two(02) years as the case may be as per Company's Banning Policy(available in OIL website).

**11.15 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical bid in the "Technical Attachment" of OIL's E-portal.** The original Bid Security shall be submitted by Bidder to the office of DGM (M&C), Oil India Ltd., Rajasthan Project, 2A-Saraswati Nagar, Jodhpur-342005, Rajasthan, India in a sealed envelope which must reach the office on or before 11.00 Hrs (IST) of the Bid Closing date. The envelope must be super-scribed with "Bid Security", IFB No., Description & Bid Closing Date.

11.16 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.

11.17 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid.

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

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

#### **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 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, 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.

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

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

13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

#### **14.0 SIGNING OF BID:**

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by Bidder as mentioned in Para 15.1 below.

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.

14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.

14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

14.4 Any physical documents submitted by Bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## **15.0 SUBMISSION OF BIDS**

15.1 The tender is processed under Single Stage - Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexure 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 are available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical Attachment", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. For details please refer "INSTRUCTIONS" documents.

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the Bidder's name" and should be submitted to DGM (M&C), Oil India Ltd., Rajasthan Project, 2A-Saraswati Nagar, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs(IST) on the bid closing date indicated in the IFB:

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

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

15.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma- D and the same should be uploaded along with the Technical Bid.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the Bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

#### **16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:**

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

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

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

#### **17.0 DEADLINE FOR SUBMISSION OF BIDS:**

17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.

17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 11.00 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the

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

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

**19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

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

19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List for a period of six(06) months to two(02) years as the case may be as per Company's Banning Policy.

**20.0 EXTENSION OF BID SUBMISSION DATE:**

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

**21.0 BID OPENING AND EVALUATION:**

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of

required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

## **22.0 OPENING OF PRICED BIDS:**

22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

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

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

## **23.0 CONVERSION TO SINGLE CURRENCY:**

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

## **24.0 EVALUATION AND COMPARISON OF BIDS:**

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

24.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

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

24.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.

24.4 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

24.5 **REPATRIATION OF RUPEE COST:** In respect of foreign party's rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

#### **25.0 CONTACTING THE COMPANY:**

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

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

### **D. AWARD OF CONTRACT**

#### **26.0 AWARD CRITERIA:**

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

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

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

#### **28.0 NOTIFICATION OF AWARD:**

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

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

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

#### **29.0 PERFORMANCE SECURITY:**

29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding



Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

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

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

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

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

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

29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period from six(06) months to two(02) years as the case may be as per Company's Banning Policy.

29.6 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid.

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

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

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

30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

30.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.

30.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six(06) months to two(02) years as the case may be as per Company's Banning Policy.

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

31.1 If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

### **32.0 CREDIT FACILITY:**

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

### **33.0 MOBILISATION ADVANCE PAYMENT:**

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

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

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

#### **34.0 INTEGRITY PACT:**

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A1** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be uploaded by the Bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who has signed the bid. **If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

34.2 OIL has appointed the following three persons as Independent External Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
2. Shri Satyananda Mishra, IAS(Retd.),Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
3. Shri JagmohanGarg,Ex Vigilance Commissioner, CVCe-Mail ID: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

#### **35.0 LOCAL CONDITIONS:**

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

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

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

**37.0 CUSTOMS DUTY:** The Tools and the services under this Contract shall be carried out in PML areas of the Company which have been issued or renewed to Company after 01.04.1999. Customs Duty on the imports under this Contract presently shall be Nil. Recommendatory letter shall be provided by the Company to avail nil customs duty benefit. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

37.1 However, the Contractor shall be bound to pay any duty, fine or penalty that may become payable, if any of the conditions of the Customs Notification No. 50/2017-Customs dated 30/06/2017 as amended from time to time are not complied with by the Contractor.

**38.0 PURCHASE PREFERENCE:** Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.

**39.0 PRICE PREFERENCE:** Price Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for price preference against this tender.

**40.0 PURCHASE PREFERENCE ON LOCAL CONTENT:** Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in **Annexure- X** and shall have to submit all undertakings / documents applicable for this policy.

**41.0** General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.

**42.0** Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.

**43.0** The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.

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**END OF PART - 1**

## PART – 2

### **BID EVALUATION CRITERIA (BEC)**

The bid shall conform generally to the specifications and terms and conditions given in this bid document **duly supported with technical catalogue/literatures wherever required**. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

#### **I. TECHNICAL EVALUATION CRITERIA:**

**1.0** The bidder must quote for the items listed below:

- a) Logging Unit with (standard tool+ Special tools): **as described in (Table-1)**
- b) Data processing services **as described in (Table-2)**

**Note:** Bidders must quote for all the Logging Services and data processing services as described above. Part offer i.e. offer for part items of **Table-1** and **Table-2** will not be accepted.

**1.1** OIL at its option may hire one more Logging Unit with tools and accessories over and above the awarded quantity at same rates and terms and conditions of the CONTRACT. However, hiring period of subsequently hired / mobilized unit(s)/equipment/tool(s) shall be within the validity of the contract of the initially mobilized Units/equipment/tool(s) under this CONTRACT.

#### **2.0 EXPERIENCE:**

- i) The Bidder must have 5 (five) years' experience of providing satisfactory Wireline Logging Services - both open-hole and cased-hole, perforations and other well completion Services. Bidders must have carried out at least 150 numbers each of open-hole and cased-hole jobs (logging, perforations and other well completion jobs) in the last three years reckoning from the original bid closing date. **Bidder must have the experience of both open-hole and cased-hole logging, perforations and other services as per SOW in wells of more than 4500m depth. Towards experience of 150 nos. of jobs, an Undertaking from the Authorized Signatory should be provided along with the supporting documentary evidence like copy of contract/work order/completion certificate etc. from their client.**
- ii) The Bidder must confirm to provide the required number of qualified, experienced and competent manpower for carrying out the wireline logging, perforation and other associated operations under the Contract. Logging engineer(s) proposed to be engaged must have relevant experience of minimum 3 years in wireline logging and perforation jobs. The biodata of

- proposed logging engineers along with their educational qualification and relevant experience must be provided along with the offer in Annexure-D.
- iii) The Data Processing personnel must have minimum 4 (four) years experience in processing and interpretation of wireline log data, as mentioned in the Scope of Work. The biodata of proposed Data Processing personnel along with their educational qualification and relevant experience must be provided along with the offer.

### 3.0 **VINTAGE :**

- 3.1 Bids must meet the Vintage requirement of tools, equipment & Logging Unit as mentioned in **Scope of Work**.
- 3.2 All Tools, Equipment and Units required for the services should be of latest version. However, they should not be more than **7(seven) years** old as on the original bid closing date, as mentioned in Scope of Work.

### 4.0 **OTHER REQUIREMENTS:**

Bidder must comply the following:

- (i) The bids along with all technical documentation must be in English language only. **Otherwise, Bids will be rejected.**
- (ii) Bids must meet the Technical Specifications & requirement of all the Units/tools/ services as mentioned in Table-1& Table-2 of the bidding document .
- (iii) The down-hole tools offered by the Bidder should have down-hole digitization capability, wherever applicable. Further, the tools offered for OIL's service code S-1 must have formation imaging capability.
- (iv) Bids must not contain any conditional statement (For example, in respect of a particular equipment statements like "under field test and shall be supplied by the time the Contract is signed", "Specifications will be upgraded in the event the Contract is awarded" etc. etc.)
- (v) The Logging Unit offered must be **truck-mounted integrated logging unit** capable of running all the Services of each category as given in the Scope of Work.
- (vi) Bidders must give an undertaking to the effect that they are capable of processing and interpreting the log data to provide processed and interpreted results to OIL, wherever applicable, within 48 hours from the time the logging survey is completed / recorded data is handed over to the Contractor at Rajasthan base/Contractor's Data Processing Centre.
- (vii) Bids must contain the Tool Calibration data and Explosive Charge performance data sheets.
- (viii) Bidders must provide the sample logs (hard copy) of all standard, special tools (mentioned in the Scope of Work) logged by them. (Company Name, Field Name, Well Name etc. may be blanked out on the sample logs).
- (ix) Bidders must provide the information regarding the number of oil-fields/ areas in which the Bidder is presently engaged. Proprietary information (Company Name, Field Name & Well Name) may be blanked out on the sample logs.

- (x) All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical Bid.

## **II. FINANCIAL EVALUATION CRITERIA:**

1.0 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 5.00 Crores (or equivalent in US\$)**.

2.0 "**Net Worth**" of the Bidder should be positive for the preceding financial/ accounting year.

3.0 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.

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

### **Notes:**

- (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: -
- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE - 1.

OR

- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidders, self-attested/ digitally signed printed published accounts are also acceptable.

b) In case the Bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, Bidder to provide documentary evidence for the same.

3.1 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the Bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the Bidder regarding converted figures in equivalent INR or US\$.

4.0 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.

- i) Turnover of the parent/ultimate parent/holding company should be in line with Para II.1.0 above.
- ii) Net Worth of the parent/ultimate parent/holding company should be positive.
- iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

### **III. COMMERCIAL EVALUATION CRITERIA:**

The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

1.0 Bids shall be submitted under single stage two-bid system i.e. Technical Bid and Priced Bid separately. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two bid system.

2.0 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity i.e. less than **120 days** from the bid closing date shall be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.

5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

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

7.0 Bids submitted after the Bid Closing Date and Time shall be rejected.

8.0 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.

9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.

10.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialled by the person(s) signing the bid.

11.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.



12.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

13.0 Bidders shall quote their price exclusive of GST. The GST amount on the taxable part of the goods/services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

14.0 Any Bid containing false statement shall be rejected.

15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" (Proforma – A) of Bid Document; otherwise the Bid will be summarily rejected.

16.0 Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in India. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.

17.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected: –

- i) Performance Guarantee Clause
- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated damage and penalty clause
- vii) Safety & Labour Law
- viii) Termination Clause
- ix) Integrity Pact
- x) Withholding Clause

18.0 Indian Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application along with the un-priced technical bid.

19.0 **Customs duty:** The Services under the contract shall be carried out in Jaisalmer PML areas renewed/issued to the Company after 01.04.1999 by Govt. of India and therefore, customs duty is not payable on items imported for execution of the contract. The Bidder should take note of this while submitting bid against the tender.

#### **IV. GENERAL**

1.0 The Statement of Compliance (enclosed PROFORMA – D) should be digitally signed and uploaded along with the Technical Bid (un-priced). In case Bidder takes exception to any clause of Tender 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 the Company. The loading so done by the Company will be final and binding on the Bidders.

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

3.0 Any exception or deviation to the Tender requirements must be tabulated in PROFORMA-D of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

4.0 The Integrity Pact (Annexure-A1) must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. Bids without the Integrity Pact digitally signed by the Bidder shall be rejected straightway.

5.0 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds of Company's action.

7.0 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

## **V. BID EVALUATION:**

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

1.0 Commercial Bids (price-bids) of only the technically qualified Bidders will be opened on a pre-determined date and the same will be evaluated taking in to account the sum total cost of all components quoted by the Bidders as per Price Bid Format (Proforma-A) and the contract will be awarded to the lowest evaluated Bidder.

2.0 If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.

3.0 For conversion of foreign currency into Indian currency for evaluation of Bids, Bill selling Card rate declared by State Bank of India, one day prior to the date of Priced Bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3 (three) months, then Bill Selling Card rate declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

4.0 The Bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Part-3, Section-IV and the summarized Price Bid Format vide enclosed Proforma-A.

5.0 The contract will be signed with successful Bidder for a period of Two(02) years and the bids will be evaluated on total cost for Two(02) years of operation.

6.0 The quantities shown against each item in the **"Price Bid Format (i.e. in Proforma-A)"** are tentative quantities for two years and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.

6.1 The lump sum Mobilization Charges quoted by the Bidders must not exceed **7.5%** of the total quoted Contract value, failing which the offer will be rejected.

6.2 De-Mobilization charges should not be less than **5%** of the total quoted contract value. If De-mobilization is quoted in deficit or less than 5% of the quoted contract value, then the offer will be rejected.

7.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for deviation, if any. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma-A.

**TOTAL ESTIMATED CONTRACT VALUE = T = T1+T2+T3+T4+T5+T6+T7+T8+T9**

**Where, T1= Total Mob/De-Mob charges**

**T2 = Total Rental charges**

**T3 = Total Operating charges**

**T4 = Total Transportation charges**

**T5 = Total Standby charges**

**T6 = Total Cancelled Operation charges**

**T7 = Total Incomplete Operation charges**

**T8 = Total Data Processing charges**

**T9 =Total charges for Shifting Logging Unit/Eqpt./Crew**

**Notes:**

- (I) The items mentioned above are to be read in conjunction with Section-IV, Part-3 (Schedule of Rates).
- (II) Bidders are to declare the detailed information regarding the equipment, consumables etc. required to be imported in to India in connection with these operations in Proforma-B (enclosed) for estimating the customs duty.
- (III) **Custom Duty:** The services under this Contract shall be carried out in ML/PEL areas of the Company and therefore, imports under this Contract is presently exempted from Customs Duty. Bidders should take note of the same while quoting. No customs duty shall therefore be considered for evaluation.
- (IV) The GST applicable for this contract is extra and payable by Company(Oil India Ltd.).

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**END OF PART – 2**

## **PART-3**

### **SECTION-I**

#### **GENERAL CONDITIONS OF CONTRACT**

##### **1.0 DEFINITIONS:**

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

(a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;

(c) "Company" or "OIL" means Oil India Limited;

(d) "Contractor" means the Contractor performing the work under this Contract.

(e) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.

(f) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.

(g) "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 Tender Document under Terms of Reference and Technical Specifications.

(h) "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.

(i) "Company Representative" means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall coordination and project management purpose.

(j) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

(k) "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 07:00 hrs. and ending at 07:00 hrs.

(l) "Party" means either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.

(m) "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.

(n) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity

knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

(o) "Wilful 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.

(p) "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.

(q) "Co-venturers" shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated contracts for the purposes of exploration and production in Operating Contract the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

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

**2.1 EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award(LOA) by the Company will be the Effective Date of Contract.

**2.2 MOBILISATION/De-MOBILISATION TIME OF THE CONTRACT:** The **initial mobilization** of equipment, personnel etc. should be completed by Contractor within **90 days** from the date of LOA or mobilization Advice. **Subsequent Mobilization** of Special and Optional tools/service should be completed within **30 days** of Mobilization Notice from OIL. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

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

**2.4 DURATION OF CONTRACT:** The contract shall be valid for a period of Two(02) years from the Date of Commencement of the Contract. The contract shall have a provision of extension by another one(01) year or part thereof at the same rates, terms & conditions.

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

3.1 Perform the work described in the Terms of Reference (Part-3, Section-II) in most economic and cost effective way.

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

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

3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and

prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

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

4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (07) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in PROFORMA-A. These rates are payable when the required condition has existed for a full 24 hours' period. If the required condition existed for less than 24 hours, then payments shall be made on pro-rata basis.

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

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

#### 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

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

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at his own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within ten(10) days from the date of issuance of notice without affecting the operation of the company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from field/drilling 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 English language (both writing and speaking).

#### 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.

7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall have held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company;

ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;

iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;

v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

#### **8.0 TAXES:**

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. 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 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

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

8.7 All taxes and levies other than GST and customs duty on purchases and sales made by Contractor shall be borne by the Contractor.

8.8 **Goods and Services Tax (GST):** The quoted price should be exclusive of 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. Bidder should take note of the following while submitting their offer in GST regime.

#### **GOODS AND SERVICES TAX:**

G1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.



G2. The quoted price shall be deemed to be inclusive of all taxes and duties except “Goods and Services Tax” (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

G3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/Client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL / Client shall not be liable to make any payment on account of GST against such invoice.

G4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

G5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/Client.

G6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL/client or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL/client, then OIL/client shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/Client to Contractor / Supplier.

G7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL / Project Owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL / Project Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

G8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL / Client for reasons attributable to Contractor / Vendor, OIL / client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL / client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL / Project Owner.

G9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

G10. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.

G11. The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the

Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

G12. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

G13. OIL/client will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

G14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & levies except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

G15. Documentation requirement for GST

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

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);

- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

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

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 15. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

#### G16. GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

8.9 Oil India Ltd., Rajasthan Project's GST provisional ID No. :08AAACO2352C1ZX

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

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

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

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

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

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

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

#### **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 (Part-3, Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

#### **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, 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 and should the same be notified within seventy-two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen (15) days. 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 after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

**12.0 TERMINATION:**

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

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

**12.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

**12.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

**12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

**12.6 TERMINATION DUE TO NON-AVAILABILITY OF EQUIPMENT/PERSONNEL:** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

**12.7** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 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 of services as per the Contract up to the date of termination including the Demob cost, if any.

#### 12.8 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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 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:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Up to INR 5 Crore	Sole Arbitrator	OIL
Above INR 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)
Up to INR 5 Crore	Within 8 months
Above INR 5 Crore	Within 12 months

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

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

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

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

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**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, Department 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 Jodhpur, Rajasthan. 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 by telex or Fax and confirmed in writing to the applicable address specified below:

a) **Company**

OIL INDIA LIMITED  
2- A, DISTRICT SHOPPING CENTRE  
SARASWATI NAGAR, BASNI,  
JODHPUR-342005, RAJASTHAN  
Fax No. 0291- 2727050

b) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
Fax No. :

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

**15.0 SUBCONTRACTING/ASSIGNMENT:**

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

**16.0 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 should have equal experience and qualification, which will be again subject to approval, by the Company.



**17.0 LIQUIDATED DAMAGES AND PENALTY 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 contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in para 2.2 above.

17.2 If the Contractor fails to mobilise within 45 days after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

17.4 Completion of the tendered job in time is of prime importance and mobilization is one of the critical element for achieving the same. Keeping this in view a penalty will be levied @ 1% of the total contract value per week of the delay to the maximum of 10% of the contract value. This penalty will be in addition to the above mentioned liquidated damages.

**18.0 PERFORMANCE SECURITY:**

The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of 01 year estimated Contract Price) with validity of three (03) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

**19.0 ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer/chemist will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

**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 should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

**21.0 LIABILITY:**

21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless

Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors or its Affiliates or Covertures shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

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

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 there from.

21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

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 LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

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

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**23.0 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/properly 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/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

24.1 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.

24.2 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines

Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

24.3 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 except Manager / Superintendent.

24.4 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:

- (i) Approval from DGMS / DDMS for shift patterns in excess of 8 hours.
- (ii) Total manpower list.
- (iii) License/certificate from specified electrical authorities for the rig and camp electrical personnel, if required.
- (iv) All certificates as per applicable laws including Mines Acts.
- (v) Regional Labour certificate, if required.

25.0 **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 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

26.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

#### 27.0 **INSPECTION OF MATERIALS**

27.1 **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 of 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 the Drilling Unit Which Contractor is qualified to and can maintain or repair with Contractor's normal complement of personnel and the equipment at the Drilling Unit 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.

**27.2 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.

**28.0 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.

**29.0 CUSTOMS DUTY:**

29.1 Company shall use the Services under the Contract in the PEL/ML areas renewed / issued to Company after 01.04.1999 and therefore, in terms of Notification No. 50/2017-Customs dated 30/06/2017, Sr. No. 404, List 33 and Condition No. 48, goods 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 List-33 (Condition No. 48) under Serial No. 404 of the aforesaid Notification.

29.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-B 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-B, 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.

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

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

Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-B 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.

29.4.1 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.

29.5 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 PML/NELP 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 PML and NELP 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.

30.0 **DEMobilISATION & RE-EXPORT** : The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include equipment/tools/accessories, including the manpower and re-export of the equipment/tools/accessories (if re-exportable), unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the equipment/ tools/ accessories and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the equipment/ tools/ accessories 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.

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

30.2 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.

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

**31.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:**

31.1 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 site in Rajasthan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

31.2 **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.

31.3 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.

31.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

31.5 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.

31.6 Contractor shall submit three (03) 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.

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

31.8 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 31.3 above.

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

31.10 Payment of final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:

- a) Audited account up to completion of the contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

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

## **32.0 APPLICABLE LAW:**

32.1 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 Jodhpur, Rajasthan.

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

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

**32.3 EXPATRIATE PERSONNEL :** If any expatriate personnel are engaged by the Contractor to perform the services required under the contract, securing permission from



the Ministry of External Affairs (MEA), Ministry of Home Affairs (MOHA), Ministry of Defence (MOD) Govt. Of India and Local Authorities on time shall rest on the Contractor. OIL will only assist the Contractor by providing introductory letter / recommendatory letter required, if any, for securing the above permissions.

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

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

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

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

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

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

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

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

**36.0 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.

**37.0 INGRESS AND EGRESS AT LOCATION:**

37.1 The Company shall provide the Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the movement of the Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person(s), such person (s) should be promptly removed from the list by the Contractor and replaced with acceptable person (s).

**38.0 GENERAL HSE GUIDELINES:**

38.1 For General guidelines with respect to Health, Safety and Environmental aspects Appendix – A to be referred.

**39.0 POLLUTION:**

39.1 The contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the site for use in connection with work to be performed under this Contract.

39.2 The Company agrees that Contractor shall not be responsible for and company shall indemnify and hold Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expenses or loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's gross negligence.

40.0 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, Indemnify and hold Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and Attorney fees) for

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

**41.0 FISHING:** In case it is necessary for Company to "fish" for any of Contractor's instruments or equipment, Company assumes the entire responsibility for such operations. However, Contractor shall provide necessary fishing equipment as per Section II "Scope of Work". Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance, if required, for the

recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than assist/advise and consult with Company in connection with such fishing operations, and any fishing equipment furnished by Contractor is solely as an accommodation to the Company and Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice or assistance rendered to Company by Contractor's agents or employees irrespective of cause.

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**END OF SECTION – I, Part - 3**

### **Part – 3**

### **SECTION – II**

#### **SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION**

**1.0 WIRELINE SERVICES: SCOPE OF WORK:** Oil India Limited is planning to hire wireline logging services from reputed wireline logging service companies for carrying out both open hole & cased hole logging, perforation and data processing in its onshore fields in Rajasthan, India **02 (Two) year** with a provision for extension of further **01 (One) year at the same rates, terms and conditions with provision of early termination**. The details about the oilfields and area of operation is given in **Annexure-A** of this Section.

**1.1** Total One (01) numbers of Logging Units along with logging tools/equipment /services and data processing service are required. The services required are categorized as follows:

- a) **Logging Unit (with standard + Special tools): as described in Table-1**
- c) **Data processing services as described in Table-2**

**Note:** Bidders must quote for all the Logging Services and data processing services as described above. Part offer (i.e part items of **Table-1** and **Table-2** will not be accepted).

**1.2** Logging Unit needs to be mobilized within **90 (ninety)** days after award of Contract as per LOA issued or from the date of Mobilization Advice from the Company, for deployment in OIL's Operational areas anywhere within Rajasthan, India.

**1.3** OIL, at its option may hire one more Logging Unit with the tools/equipment/services over and above the awarded quantity at same rates, terms and conditions during the duration of the CONTRACT, for deployment in OIL's operational areas depending on requirement. However, hiring period of subsequently hired / mobilized units/tools/equipment/services shall be co-terminus with that of the initially mobilized units/tools/equipment/services under this CONTRACT. The Company shall give a separate notice to Contractor for mobilization of the 2<sup>nd</sup> Logging Unit with tools and equipment. The Contractor shall mobilize the 2<sup>nd</sup> Logging Unit (along with all equipment, services and crew) at the required location within **90 (Ninety) days** from the date of issuance of mobilization notice by the Company.

#### **1.5 LIST OF SERVICE REQUIRED:**

**1.5.1** List of services/tools required with corresponding OIL's code (a reference code defined for each tools/equipment/services, total quantity of each service/tool required for **Logging Unit**, is given in **Table-1** below:

**TABLE - 1: LIST OF STANDARD & SPECIAL REQUIRED SERVICES**

	<b>OIL's Code</b>	<b>Service Description</b>	<b>No. of Units/ tools / services required</b>	<b>No. of tool /equipment to be mobilized with Logging Unit</b>

	<b>OIL's Code</b>	<b>Service Description</b>	<b>No. of Units/ tools / services required</b>	<b>No. of tool /equipment to be mobilized with Logging Unit</b>
<b>A. Standard Equipment / Tools /Services:</b>				
1	TR-1	Onshore Truck mounted Logging Unit	1	1
2	TR-2	Wellhead Control Equipment (BOP)	1	1
3	TR-3	Pressure Control Equipment for Through Tubing Operations	1	1
4	TR-4	Fishing Equipment	1	1
5	CR-1	Personnel/Crew	1	1
6	A-1	Dual laterolog (deep and medium focused laterolog resistivity) services with spontaneous potential)	1	1
7	A-2	Invaded Zone Resistivity for Rxo measurement with borehole caliper	1	1
8	A-3	Dual Spaced Compensated Neutron Services	1	1
9	A-4	Formation Density & Photo Electric Absorption Cross Section Measurement with Borehole Caliper Services	1	1
10	A-5	Natural Gamma ray services.	1	1
11	A-6	Gamma ray Spectroscopy Services	1	1
12	A-7	Percussion Type Side Wall Core Sampling Gun Services with Gamma Ray Positioning	1	1
13	A-8	Stuck up Detection and Back-off Services.	1	1
14	A-9	Borehole deviation survey services	1	1
15	A-10	Downhole Tension Services.	1	1
16	A-11	i) Cement Bond evaluation services including variable density type of logging ii) Borehole compensated sonic service	1	1
17	A-12	i) Bridge plug Setting	1	1
		ii) Retainer Packer Setting	1	1

	<b>OIL's Code</b>	<b>Service Description</b>	<b>No. of Units/ tools / services required</b>	<b>No. of tool /equipment to be mobilized with Logging Unit</b>
		iii) Junk Basket	1	1
18	A-13	Retrievable and Semi Expandable Through Tubing Perforation gun with deep penetration charges(4spf/6spf). i) 0° phasing ( Uni-phasing) ii) Spiral	1	1
19	A-14	Casing gun Perforation . i) Casing gun perforation with deep penetration charges(6spf). ii) Casing gun perforation with Big hole charges(6spf).	1	1
20	A-15	Casing Collar Locator Services (CCL)	1	1
21	A-16	Shooting Gamma Ray Services for		
		i) Through Tubing Perforations	1	1
		ii) Casing Gun Perforations	1	1
22	A-17	Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services		
		i) Explosive jet cutter	1	1
		ii) Severing tool	1	1
23	A-18	Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	1	1
24	A-19	Through Casing Cement dump bailer	1	1
<b>B. Special Equipment / Tools/services: to mobilize / demobilize as per requirement</b>				
25	S-1	Tool for high resolution bore hole imaging services using micro-electric arrays	1	1
26	S-2	Production Logging Services (PLT)	1	1

	<b>OIL's Code</b>	<b>Service Description</b>	<b>No. of Units/ tools / services required</b>	<b>No. of tool /equipment to be mobilized with Logging Unit</b>
27	S-3	Tubing Conveyed Perforation Services (Including all accessories/ equipments required for achieving underbalance condition and killing of the well)	1	1
28	S-4	Through tubing reservoir monitoring tool (3 Detector or more)	1	1
29	S-5	Cement Evaluation and Pipe Inspection	1	1
30	S-6	Dipole Shear Sonic Imager	1	1
31	S-7	Pipe Conveyed Wire line Logging Services	1	1
32	TR-5	Data transmission	1	1

#### **1.5.2 NOTE ON TABLE - 1:**

- a) Details of tool specifications, measurements required are given in **Annexure - B**.
- b) Same tool is to be used for services A-11(i) & A-11(ii).
- c) **Bidder must have releasing cable head, and has to provide the service on requirement.**
- d) Each of the services listed under Sub-heading "**B. Special Equipment/ Tools/ Services**" in **Table-1** above, will be **mobilized and/or extend the hiring** of these tools/equipment/services as per OIL's requirement. **OIL reserves the right to mobilize/demobilize these tools/services number of times as per OIL's requirement at the same rates, terms and conditions.**
- e) Under emergency condition, Company may ask Contractor to run OIL's or third party tools/service using their unit or vice-versa, if technically found compatible. **The conditions for the same are given in Clause 2.4 below (CIS clause).**
- f) **Additional requirement, if any, of any of the tools mentioned in the Table above may need to be mobilized by the Contractor at the same rate, terms & conditions during the Contract period. In such a case, Company shall advise the Contractor to mobilize the same within a mobilization period of 90 (Ninety) days.**

**1.5.3 LIST OF DATA PROCESSING SERVICES REQUIRED:** The list of data processing services with interpretation reports required is given in **Table-2** below:

**TABLE - 2: LIST OF DATA PROCESSING SERVICES REQUIRED**

Sl No.	Service Code	Service	Post Processed data requirements
1	PS-1(I)	Dipole shear sonic imager (for data acquired by tool code <b>S-6</b> )	<p><b><u>I) Processing of Dipole Shear-Sonic Imager data for evaluation of</u></b></p> <p>i) Compressional, Shear ( both X &amp; Y direction) and Stoneley slowness with integrated travel time, Vp/Vs &amp; gas zone detection.</p> <p>ii) Geo-mechanical properties viz. Young, shear and bulk modulus, Poisson's ratio, etc.</p> <p>iii) Evaluation of formation anisotropy around borehole, anisotropy map</p> <p>iv) Permeability from Stoneley</p> <p>v) Stoneley fracture identification</p>
	PS-1(II)		<p><b><u>II) Borehole stability analysis and prediction of safe mud window.</u></b></p>
	PS-1(III)		<p><b><u>III) Geo-Mechanical Modeling</u></b></p> <p>Geo - Mechanical modeling of an area combining shear sonic data with other necessary data viz. shear sonic data acquired using DSI or equivalent, Resistivity /density/neutron, resistivity image log data and any other available relevant data to guide well planning viz. casing depth, well trajectory, borehole stability analysis and prediction of safe mud window etc. Such analysis may be carried out using data from one or more than one well located in the same structure/area.</p>
	PS-1(IV)		<p><b><u>IV) Sand Ingression Analysis</u></b></p> <p>Examination &amp; analysis of potential sanding issues using available data such as well logs (Sonic &amp; density etc.) and core data of study area. Identification of potential cause of sanding in the study area. Recommendation of suitable solution to control sand production and suitable completion methodology in sand prone formation. Such analysis may be carried out using data from one or more than one well located in the same structure/area.</p>
2	PS-2	Cement Evaluation And Pipe Inspection (for data acquired by tool code <b>S-5</b> )	<p>Processing of data for Cement Evaluation &amp; Pipe Inspection.</p> <p>i) Azimuthal mapping of Casing to cement bond, Micro-annulus.</p> <p>ii) Casing ID/OD for pipe corrosion</p>



Sl No.	Service Code	Service	Post Processed data requirements
3	PS-3	Tool for high resolution bore hole imaging services using micro-electric arrays (for data acquired by tool code <b>S-1</b> )	i) Static and dynamic image, image enhancement for structural, sedimentological study. ii) Interactive and manual dip picking iii) Structural interpretation from dip and image data (Using Interactive Dip Picking) for presence of fault, fracture and other structural features and their nature, borehole breakout pattern and indicated pattern etc. iv) Stratigraphic interpretation: identification of beds, bedding internal structure like cross laminations and depositional environment indicated integrating other basic log data. v) Fracture analysis, aperture evaluation including fracture aperture, fracture density, fracture porosity curves and fracture dips in plots. vi) Texture characterization and heterogeneity analysis.
4	PS-4	Production logging services (for data acquired by tool code <b>S-2</b> )	Production Log Edit for Depth Matching and reporting, multi-phase hold-up diagnosis any kind of interpretation related to acquisition mode.
5	PS-5	Through tubing reservoir monitoring tool (3 Detector or more) (for data acquired by tool code <b>S-4</b> )	i) Processing of data of through Tubing Reservoir Monitoring Services (in-elastic & sigma mode) to evaluate hydrocarbon saturation behind casing, identify fluid contacts, porosity estimation, and identification of mineralogy etc. <b>Quantification of oil, gas and water saturations.</b> ii) Water flow velocity re-computation from acquisition data including manual picking of water velocity. <b>All other answer products relevant to S-18 service.</b>
6	P-Basic	Basic Log interpretation	Basic log Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) for lithology/ mineralogy, effective & total porosity, permeability, fluid saturation & fluid type from log data acquired by the Contractor or by a third party including OIL's in-house logging services for OIL's wells originating from any part of the world.

#### 1.5.4 NOTE ON TABLE – 2

**a.** The **Table-2** describes the services for which data processing required and processing requirements. Successful bidders have to carry out processing of data acquired using tools/services against units offered by them.

**b.** Bidders have to quote the processing charge for Service Codes PS-1 (II), PS-1(III), PS-1(IV) and P-Basic as per the Price Profoma-A3. Bidders will have to process for service codes PS-1 (II), PS-1(III), PS-1(IV) and P-Basic of data of any of OIL's wells anywhere in the world, recorded by OIL or any other service provider.

c. Bidders have to submit the processing with interpretation reports for the Service Codes PS-1 (I), PS-2, PS-3, PS-4 and PS-5 cost of which is to be included in “operating cost per standard job” ( Price proforma-A2 refers).

d. For serial No. 06 P-Basic (Basic log interpretation), Contractor has to process standard log data (Gamma ray - Resistivity - porosity - density - DTC suite) of any of OIL’s wells located anywhere in the world. For this purpose, Contractor has to process data acquired either by the Contractor or by OIL’s in-house logging services or by a third party for OIL using any industry standard tool, within 48 hours of receiving the data.

e. In case of processing of data acquired with same tool in the same well and same depth range in one or multiple runs, one processing charge will apply.

**1.5.5 OPTIONAL TOOLS:** Contractor shall provide Tools/ Services listed in **Table-3** below, on call-out basis as and when required by Company. Company shall give a mobilization notice of **30 days** and Contractor shall mobilize the required Tools within this period and provide the Services to Company.

**1.5.5.a Bidder may quote price for the tools/services out of the above, which they are capable of providing, as per Price Proforma-A4. These tools (listed in Table-3 below) will not be considered for evaluation of bid. However, those tools/services offered by successful bidder in their bid shall be kept as Tools-on-call (optional) Services and if the Company requires, bidder has to supply those tools to be utilized using already mobilized Logging Unit of successful bidder.**

**1.5.5.b** Bidder has to give **rate reasonability** of the prices quoted for Tools/processing services on call (Optional) services, which will be compared with those of existing/ running Contracts with other E&P companies in India under which the Bidder has provided the same Tools / Services within 1 (one) year prior to the date of Tender opening. For this purpose the bidder will be asked to provide the copy (ies) of orders executed / currently in hand. In case the bidder has not supplied the same item / service to other oil company in India, the bidder shall be asked to provide the copy (copies) of orders placed on him by any other oil company anywhere in the world during last one year prior to the date of Tender opening. **OIL reserves the right to hire only those Tools-on-call (Optional) services for which rate reasonability is established** as per the above methodology. Further the **bidder shall provide an undertaking that the price quoted for the optional services of same specification is not more than what they charge to their customers.**

**Table-3: LIST OF OPTIONAL TOOLS.**

	<b>OIL's Code</b>	<b>Service Description</b>	<b>No. of tools required</b>
1	OS-1	Down Hole Video	1
2	OS-2	Dynamic Formation Testing Services:	
		i) Dynamic Formation Testing Services with Pump Out Module, Spectral / Resonance Based Fluid Analyzer, quartz pressure gauge and Fluid samplers (PVT)	1
		ii) Dynamic Formation Testing Services with	1

	OIL's Code	Service Description	No. of tools required
		dual Packer.	
3	OS-3	Multi Finger Imaging Tool Services (MIT) with 24 Finger Extended & 40 fingers Standard	1 ( Each)
4	OS-4	Elemental Capture Spectroscopy logging (ECS/GEM or equivalent)	1
5	OS-5	i)Through tubing bridge plug ii) Through-tubing cement dump bailer	1

**Note: Bidders should quote for Optional tools/services, if they possess the same or provide the same by taking from third party /parties.**

## **2.0 OTHER REQUIREMENTS FOR WIRELINE LOGGING, PERFORATION, DATA PROCESSING AND INTERPRETATION SERVICES**

**2.1. ESSENTIAL CAPABILITIES REQUIRED FOR LOGGING UNITS:** The logging unit must have the following general facilities/capabilities:

- i. Online digital data acquisition and processing.
- ii. Online display of logs on a video screen and scratch log on paper for depth control/match.
- iii. Choice of linear and/or logarithmic scales for log display.
- iv. Logging speed and tension must be recorded on all logs.
- v. 100% redundancy (Dual logging system) on recording to avoid loss of Rig time.
- vi. Down-hole tools offered by Bidder must be of recent generation. Down hole tools should have down-hole digitization, wherever applicable.
- vii. Tools and equipment must have minimum temperature rating of 150 degrees C (300 degrees F) and minimum pressure rating of 15,000 psi.
- viii. Facilities for logging of deviated wells with deviation upto 40-45 degrees. Therefore, the logging unit must have all required accessories like flexi/knuckle joints and hole finders etc.
- ix. Contractor must provide compressor unit with accessories for adequate pressure maintenance (compressed air) during any logging operations such as but not limited to "live-well cased hole perforations".

**2.2. LOG DATA SUBMISSION REQUIREMENTS:** Log data recorded have to be submitted as follows:

- i. **Well site data submission:** Immediately after recording:
  - a) Digital data have to be submitted in CD/DVD/USB in LIS/DLIS and LAS format. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should be submitted in CD/DVD/USB.

- b) Paper prints of each log suite to be submitted in 1:500 & 1:200 scale, two sets in each scale.
- ii. **Final data submission:** Final data to be submitted within three (3) days of recording as follows:
  - a) Digital data in CD/DVD in LIS/DLIS and LAS format with proper label showing well name, service run etc. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should be submitted in CD/DVD/USB
  - b) Paper prints of each log suite in 1:500 & 1:200 scale, two sets in each scale showing acquisition/calibration information & header information.
  - d) One print of each log suite on film, both in 1:500 & 1:200 scale.

**2.3 Other Essential Equipment & Conditions to be fulfilled:**

- i. Refurbished tools or equipment shall not be deployed against the Contract.
- ii. Technical Specifications of the tools and equipment required for the services are mentioned in **Annexure-B**.
- iii. Environmental correction charts for different tools as shown in **Annexure-C** must be provided.
- iv. The required calibration equipment and verifiers for calibrating all the tools/ equipment mobilized against the Contract must be made available at Contractor's base where unit is asked to mobilize throughout the Contract period.
- v. All radioactive sources, storage and handling tools/equipment in accordance with International safety standards and also the AERB's guidelines on safety and security of the radioactive sources.
- vi. Perforation charges, power charges, detonators, detonating cords and explosive materials to be available in the form of sizes and packing in accordance with IATA rules and standard for air freighting.
- vii. Contractor must keep the necessary fishing tools/kits for carrying out fishing operations of their all down hole tools.
- viii. Contractor must keep the necessary cable splicing kit to repair the cable as and when required.

**2.4 CUSTOMER INSTRUMENT SERVICE (CIS) : Customer Instrument Service (CIS) charges are payable for running tools and/or services of OIL and/or other Contractors utilizing Contractor's unit and/or cable or vice versa, under mutual agreement between Contractor and other Contractor/OIL duly endorsed by the Company. CIS shall be availed under operational exigency, subject to technical suitability.**

**2.4.1 CIS payment will be governed as follows:**

- i) **For Contractor providing Unit/ Winch/Cable System:**  
One CIS charge in addition to charges as per unit provider Contract will be payable from rig up to rig down. In addition 10% of CIS Charges will be

payable for each run in the well (irrespective of outcome of the run) carried out by third party. Contractor will provide cable, winch system, well head system/assemblies and operate the winch to lower the tool through his cable/system. Contractor will also provide assistance in interfacing.

ii) **Contractor providing Tool(s)/Services:**

One CIS charge will be payable from rig up to rig down, irrespective of number of tools, for arrangement in addition to rental, operating and other charges as per tool/service provider Contract. In addition 15% of CIS Charges will be payable only for successful run of each tool. Additional equipments and specialist are to be provided by tool/ service Contractor for interfacing with third party Unit/Winch/Cable System and operating the tool.

iii) Bidders have to agree for running tools and/or services of OIL and/or other Contractors utilizing Contractor's unit and/or cable or vice versa, under mutual agreement between Contractor and other Contractor/OIL, provided the same is technically compatible.

## **2.5. Data Processing & Interpretation Requirements**

### **2.5.1 At Well Site:** Logging truck must be equipped to carry out quick look processing at the well site.

### **2.5.2 At Data Processing Centre:** Bidder should have a data processing centre within India with experienced processing and interpretation geoscientists / engineers for carrying out detailed processing of the data. Details of data processing services required are given in **Table- 2** above.

- i. The Data Processing Geoscientists / Engineers must have minimum **4 (four) years experience** in processing and interpretation job as mentioned in Table-2 (para1.4.5 above).
- ii. The data processing and interpretation Geoscientists /Engineers will have to carry out detailed processing of the data and submit the **result within 48 hours** from the time the survey is completed/ after handing over the recorded data to Contractor at Jodhpur, Rajasthan . Processed / interpreted data must be submitted by bidders representative stationed at Rajasthan base.
- iii. Transfer of raw / processed data between Contractor's Rajasthan base and processing/ interpretation centre is Contractor's responsibility and Company will not pay any additional charge for it.
- iv. Details of the data processing facilities at the processing centre and its location must be submitted along with the bid.
- v. **Data processing Geoscientists / Engineers must visit OIL office JODHPUR at least once in a month for interaction with OIL's geoscientists for discussion on job planning, processing result, service quality issues etc.**
- vi. OIL's Geoscientist may time to time visit Contractor data processing centre for input during data processing and knowledge exchange/work association. Company shall bear the cost of travel, accommodation for its

Geoscientist to Contractors processing centre. Contractor has to provide working space and facility to company's Geoscientist at their data processing centre free of cost during the period of visit.

- vii. Bio-data of the processing personnel showing required experience and expertise **must be submitted with bid document as well as before mobilization.**
- viii. The requirement of detailed processing of the services is given in **Table-2**. The processed data should be submitted both in **hard copies (two sets)** and **soft copies (two set)**. The scale of the hard copies should be as per industry standard. Processed output (digital data) should be of LAS/LIS/DLIS to be submitted in DVD. Soft copy of the reports, figures, processed log etc. should be presented in PDF/Tiff or similar format and should be submitted in DVD.
- ix. In case of processing where second opinion is required for interpretation, the same must be made available by the Contractor from their other bases in India/abroad. Company will not provide equipment (viz. licensed satellite/Electronic media/Landlines etc.) necessary to transmit data to and from its Computer Center. Data transmission will be the responsibility of the Contractor.

## **2.6 Provision for Back-Up Tools & Services:**

The Contractor may choose to keep extra tools /services / equipments including latest upgrade / new version as back-up in order to provide un-interrupted service. Such tool(s) need to be inspected for acceptance by the Company before deployment for any job. However, OIL will not pay any charges for such back-up tools.

## **2.7 Experience of Logging Engineer:**

- i. The Contractor has to provide logging engineer(s) and crew for the unit.
- ii. The personnel provided for carrying out wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operations.
- iii. The logging engineer(s) deployed must have **at least three (3) years relevant experience** of carrying out wireline logging and perforation and related services as specified in Bid Document. He must be able to handle independent assignments and must have logged at least 10 wells in an independent capacity in earlier assignments on the bid closing date.
- iv. The logging engineer(s) for the unit is to be based at Jodhpur or any designated base camp site where the unit is deployed.
- v. Detail bio-data of the logging engineer and the crew personnel including their experience must be submitted to OIL at the time of bidding as well as before mobilization in **Proforma vide Annexure-D**.
- vi. The **Contractor may keep additional Logging Engineer(s) at their own cost to effectively carry out the job.**

## **2.8 Vintage of Equipment, Units & Tools:**

- i. The unit must be State of the Art (latest version of Full Maxis 500, LOGIQ, ECLIPS or equivalent) capable of running all the tools and services under the

Contract. Down-hole tools must be of recent generation. Down hole tools should have down-hole digitization, wherever applicable.

- ii. Units/tools/equipment deployed / to be deployed can be replaced by their latest upgrade / new version at the same rates, terms and conditions of the Contract after approval of OIL to that effect subject to the condition that they meet or exceed the Contract specifications and performances.
- iii. All Tools, Equipment and Unit required for the services should be of latest version and **should not be more than 7 (seven) years old** as on the bid closing date.

**2.9 TENTATIVE VOLUME OF SERVICES:** For the purpose of computation of operating and Data Processing / Interpretation charges, the broad assessment of number of jobs envisaged for the entire Contract period are given in **Table-4(a) & 4(b)** below:

**TABLE - 4(a)**

**TENTATIVE JOB VOLUMES.**

Sl. No.	OIL's Code	Service Description	No. of tools / services required	Tentative No. of jobs
<b>A. Standard Equipment / Tools /Services:</b>				
1	A-1	Dual laterolog (deep and medium focused laterolog resistivity) services with spontaneous potential)	1	28
2	A-2	Invaded Zone Resistivity for Rxo measurement with borehole caliper	1	28
3	A-3	Dual Spaced Compensated Neutron Services	1	28
4	A-4	Formation Density & Photo Electric Absorption Cross Section Measurement with Borehole Caliper Services	1	28
5	A-5	Natural Gamma ray services.	1	28
6	A-6	Gamma ray Spectroscopy Services	1	28
7	A-7	Percussion Type Side Wall Core Sampling Gun Services with Gamma Ray Positioning	1	18
8	A-8	Stuck up Detection and Back-off Services	1	
		i) Stuck up detection		05
		ii) Back-off		05
9	A-9	Borehole deviation survey services	1	10
10	A-10	Downhole Tension Services.	1	100

Sl. No.	OIL's Code	Service Description	No. of tools / services required	Tentative No. of jobs
11	A-11	i) Cement Bond evaluation services including variable density type of logging	1	50
		ii) Borehole compensated sonic service		23
12	A-12	i) Bridge plug Setting	1	20
		ii) Retainer Packer Setting	1	13
		iii) Junk Basket	1	50
13	A-13	Through Tubing perforation gun with deep penetration charges(4spf/6spf)		
		i) 0° phasing ( Uni-phasing)	1	30
		ii) Spiral	1	20
14	A-14	Casing gun Perforation		
		i) Casing gun perforation with deep penetration charges(6spf).	1	45
		ii) Casing gun perforation with Big hole charges(6spf).	1	6
15	A-15	Casing Collar Locator Services (CCL)	1	130
16	A-16	Shooting Gamma Ray Services		
		i) Through Tubing Perforations	1	10
		ii) Casing Gun Perforations	1	10
17	A-17	Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services		
		i) Explosive jet cutter	1	08
		ii) Severing tool	1	12
18	A-18	Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	1	05
19	A-19	Through Casing Cement dump bailer	1	05
<b>B. Special Equipment / Tools/services: to mobilize / demobilize as per requirement</b>				



Sl. No.	OIL's Code	Service Description	No. of tools / services required	Tentative No. of jobs
20	S-1	Tool for high resolution bore hole imaging services using micro-electric arrays	1	16
21	S-2	Production Logging Services ( PLT)	1	05
22	S-3	Tubing Conveyed Perforation Services		
		Tubing Conveyed Perforation Services (Including all accessories/ equipments required for achieving underbalance condition and killing of the well)	1	30
23	S-4	Through Tubing Reservoir Monitoring Services (3 Detector or more)	1	05
24	S-5	Cement Evaluation and Pipe Inspection	1	15
25	S-6	Dipole Shear Sonic	1	18
26	S-7	Pipe Conveyed Wire line Logging Services	1	05
27	TR-5	Data transmission	1	05

**TABLE - 4 (b)**

**TENTATIVE VOLUME OF JOBS FOR DATA PROCESSING SERVICES**

Service Code	Service	Post Processed data requirements	Tentative job volume
PS-1(II)	Shear sonic imager (for data acquired by Service S-6)	i) Borehole stability analysis and prediction of safe mud weight window.	05
PS-1(III)		ii) Geo-Mechanical Modeling as stated in <b>Table-2</b>	05
PS-1(IV)		iii) Sand Ingression Analysis as stated in <b>Table-2</b>	05
P-Basic	Basic log interpretation	Basic log Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) for lithology/ mineralogy, effective & total porosity, permeability, fluid saturation & fluid type from log data acquired by the Contractor or by a third party including in-house logging services .	05

**3.1 NOTE ON TABLE - 4(a), 4(b)**

- i) The number of jobs indicated above is for purpose of estimation of the Contract cost only and payment shall be made based on the actual number of jobs performed during the Contract period.
  
- ii) Unless otherwise stated bridge plugs and packers will be supplied by OIL. Contractor has to provide necessary adapter kits for plug /packer setting.  
**In case of Plugs/Packers other than “Baker Make”, adapter kit will be provided by Company.**

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**INFORMATION OF OIL's OILFIELDS IN RAJASTHAN**

**The detailed information of the oilfields is as follows:**

- i) **Wells:** Wells are vertical (1-2°) and we are planning for deviated (S-bend or J bend) and Horizontal. Normal hole size for open-hole logging are 17<sup>1/2</sup> inch, 12<sup>1/4</sup> inch & 8<sup>1/2</sup> inch. However, logging may need to be carried out in smaller holes of size 6 inches also. Generally, depth of the wells ranges from about 1200 m to 3000 m. However we may plan to drill few wells with deeper depth.
- ii) **Mud System:** Commonly used mud system are Bentonite spud mud, Water Based Bentonite Mud, Salt saturated mud, Non Damaging Drilling Fluid (NDDF)
- iii) **Formation water salinity:**  
105000 ppm to 120000 ppm
- iv) **Perforations:** Normal tubing size- 2.7/8". Both through tubing (2<sup>1/8</sup> inch & 1<sup>11/16</sup> inch guns) and casing (3<sup>3/8</sup> inch, 4 inch & 5 inch guns) perforations are carried out. In both these cases shot density of 4 shots/ft as well as 6 shots/ft perforations are carried out. Occasionally perforation in 9<sup>5/8</sup> inch casing, in wells with prospects behind 9<sup>5/8</sup> inch casing have to be carried out. There are plans to use tubing conveyed perforations with large entry holes and deep penetration charges for perforation in wells with large skin.
- v) **Workover Operation:** In workover operations the normal wire line logging services required are: Carbon-Oxygen/Pulsed Neutron Logging, CBL-VDL-GR-CCL, CAST-V/USIT, Neutron, Gamma ray, temperature, PLT, tubing/casing cutting, tubing puncture, retainer packer and bridge plug setting and perforations.

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## **ANNEXURE-B**

1. **TECHNICAL SPECIFICATIONS:** The technical specifications of the Unit/tools/services required are given below (Annexure-B.1 to Annexure B.36).

### **NOTE**

**A:** All the Bidders must fill up the tables in **Annexure-B1 to Annexure B36** below and declare their tool specifications against OIL's required specification for each service and mention compliance/non-compliance to OIL's required specifications.

**B:** If any bidder is quoting for tools on call (Optional) services **(as listed in Table-3, Scope of Work)** should fill up the specification tables from **Annexure-B32 to Annexure B36** for those tools they are quoting price (in addition to **Annexure-B1 to Annexure B36**)

**C:** Technical literature / brochures must be submitted in support of the required features of tools / equipments and the same must be referred with compliance/non-compliance declaration. If any required feature is not appearing in the technical literature / brochures, the bidder need to specifically confirm availability of the same feature with suitable reference. Bidder should indicate their offered feature including additional features where ever required.

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<b>SERVICE: LOGGING UNIT</b>			<b>ANNEXURE - B1</b>
<b>Service Code : TR-1</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
SPECIFICATIONS	1. The logging unit must be Heavy duty, Truck mounted integrated logging unit with state-of-the-art technology.		
	2. The unit must be capable of carrying out all open hole, cased hole and pipe-conveyed logging and perforation services available with contractor upto a maximum depth of 6000 m in vertical and deviated hole.		
	3. Unit must have latest version of surface recording system with printer and DVD writer. The system must have 100% redundancy (dual logging system) for central processor, power supply to tools, operating system software and data acquisition software.		
	4. The unit must have Double drum/ split drum fitted with two cables: one 7 conductor and the other mono conductor.		
	5. . Each slammer cable (15/32 inch dia or 0.474 inch) having length of 7000 m, with minimum rated breaking strength of 23,500 lbs for multi-conductor cable. The cable should be new, without splice at the time of initial deployment.		
	7.The unit must have quick look Processing capability		
	8. Facility to accurately measure mud cake & mud filtrate resistivity at site.		
	9. The unit must have all miscellaneous requirements for carriage of tools, explosives, radioactive sources etc. required to perform as per scope of work.		
	10. The logging cabin must have seating place for the witness attending the logging job.		

<b><u>SERVICE: WELLHEAD CONTROL EQUIPMENT (BOP)</u></b>			<b><u>ANNEXURE - B2</u></b>
<b>Service Code: TR-2</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
SPECIFICATIONS	Wellhead Control Equipment (BOP) for Standard Logging Cable for its use in CBL under pressurized condition and for casing gun perforations: Rated <b>3 K psi</b> .		

<b><u>SERVICE: PRESSURE CONTROL EQUIPMENT FOR THROUGH TUBING OPERATIONS</u></b>			<b><u>ANNEXURE - B3</u></b>
<b>Service Code: TR-3</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
SPECIFICATIONS	Pressure Control Equipment for Through Tubing Operations for slim cable-10 K psi		

<b><u>SERVICE: FISHING EQUIPMENTS</u></b>			<b><u>ANNEXURE - B4</u></b>
<b>Service Code: TR-4</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
SPECIFICATIONS	Fishing Equipment for all tools ( Open Hole and Cased Hole).		

<b><u>SERVICE: DATA TRANSMISSION AND COMMUNICATION</u></b>			<b><u>ANNEXURE - B5</u></b>
<b>Service Code: TR-5</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>

SPECIFICATIONS	Unit should have facility of data transmission by contractor's VSAT required for data transmission and receiving /downloading data at OIL's base while logging.		
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ANNEXURE - B6			
<b>SERVICE: DUAL LATERO LOG (DEEP AND MEDIUM FOCUSED LETEROLOG RESISTIVITY) SERVICES WITH SPONTANEOUS POTENTIAL</b>			
<b>Service Code: A-1</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	i) Deep and medium focused laterolog resistivity measurement of formation for simultaneous deep and shallow depths of investigation. ii) Spontaneous potential measurements.		
DEPTH OF INVESTIGATION	LLD : 55-84 inches minimum LLS : 16-36 inches minimum		
RANGE:	LLD: 0.2-40,000 ohm m LLS: 0.2-2,000 ohm m		
ACCURACY	+/- 20 % at 0.2 ohm m +/- 5 % at 1-1000 ohm m +/- 10 % at 1000-2000 ohm m		
SAMPLING RATE	Minimum 2 samples/ft		
VERTICAL RESOLUTION	24 inches or better		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 <sup>1</sup> / <sub>2</sub> inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	Fully combinable with service A-2, A-3, A-4etc.		

<b><u>SERVICE:INVADED ZONE RESISTIVITY FOR RXO MEASUREMENT WITH BOREHOLE CALIPER</u></b>				<b><u>ANNEXURE - B7</u></b>
<b>Service Code: A-2</b>		<b>Bidder's Code:</b>		
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>	
MEASUREMENTS	Invaded Zone Resistivity for Rxo measurement with borehole caliper			
INVESTIGATION DEPTH	1 inch to 1.5 inches			
RANGE	0.2-2000 Ohm m, Caliper- 6 inches to at least 20 inches			
ACCURACY	i) <u>Resistivity</u> : : +/- 5% at 0.2 to 200 ohm m : +/- 10% at 200-2000 ohm m ii) <u>Caliper</u> : : +/- 10 % Accuracy			
SAMPLING RATE	2-8 samples/ft			
VERTICAL RESOLUTION	3.0 inch or better			
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 <sup>1</sup> / <sub>2</sub> inch bit			
TEMPERATURE RATING	300° F Minimum.			
PRESSURE RATING	15000 psi minimum			
OTHER FEATURES	Fully combinable with service A-1			

<b><u>SERVICE: DUAL SPACED COMPENSATED NEUTRON SERVICES</u></b>				<b><u>ANNEXURE - B8</u></b>
<b>Service Code: A-3</b>		<b>Bidder's Code:</b>		



<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	Formation porosity measurement using Dual Spaced Compensated Neutron Services		
INVESTIGATION DEPTH	1.0-5.5 inches minimum		
RANGE	0 to 60 PU (Limestone) with a linear response in 0-40 PU range.		
ACCURACY	+/- 1.4 PU for 0-20 PU +/- 3 PU for 20-30 PU +/- 6 PU for 30-45 PU		
SAMPLING RATE	2-8 samples/ft		
VERTICAL RESOLUTION	Standard : 36 inch		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 1/2 inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) Provision to record high resolution data. ii) Provision to correct neutron porosity when recorded in cased hole. iii) Combinable with Service A-4.		

<b><u>SERVICE: FORMATION DENSITY &amp; PHOTO ELECTRIC ABSORPTION CROSS SECTION</u></b>		<b><u>ANNEXURE - B9</u></b>	
<b><u>MEASUREMENT WITH BOREHOLE CALIPER SERVICES</u></b>			
<b>Service Code: A-4</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	Tool to measure Bulk Density, Density Correction, Photo-electric Absorption Cross-section, caliper.		
DEPTH OF INVESTIGATION	1.5-4.0 inches minimum		
RANGE	RHOB: 1.3-3 gm /cc, 0-10 PE		

RESOLUTION	Density: +/- 0.015 gm/cc PE : +/- 5%		
ACCURACY	Density: +/- 2% for 1.0-1.67 gm/cc : +/- 1.5% for 1.67-3 gm/cc		
SAMPLING RATE	2-8 samples/ft		
VERTICAL RESOLUTION	Standard : 33 inches Enhanced Mode : 9 inches		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 1/2 inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) Provision to record high sampling rate for high resolution data through software control. ii) Resolution enhancement through post processing		

<b><u>SERVICE: NATURAL GAMMA RAY SERVICE</u></b>			<b><u>ANNEXURE - B10</u></b>
<b>Service Code: A-5</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	Tool to measure total GR in API units using Scintillation counter ( NaI Thallium activated)		
RANGE:	0 to 400 API, linear response from 0 to 200 API		
ACCURACY:	+/- 7% of the reading		
TOOL DIAMETER:	Industry standard to log wells drilled with 6 inch to 17 1/2" bit		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		

<b><u>SERVICE: GAMMA RAY SPECTROSCOPY SERVICES</u></b>				<b><u>ANNEXURE - B11</u></b>
<b>Service Code: A-6</b>		<b>Bidder's Code:</b>		
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>	
MEASUREMENTS:	i) Total GR 0-1500 API ii) U, Th, K concentration measurements separately iii) Minimum 2 sample per ft			
TOOL DIAMETER:	Industry standard to log wells drilled with 6 inch to 17 ½" bit			
RANGE:	Minimum of : 0 to 400 API Total GR 0-40 PPM (U) 0-40 PPM (Th),			
ACCURACY:	+/- 5 % of measurement (GR) +/- 4 % of measured value for U, Th and K			
PRESSURE RATING:	<b>15000 psi minimum</b>			
REMARKS:	Combinable with all standard tools			

<b><u>SERVICE: PERCUSSION TYPE SIDE WALL CORE SAMPLING GUN SERVICES WITH GAMMA RAY POSITIONING</u></b>				<b><u>ANNEXURE - B12</u></b>
<b>Service Code: A-7</b>		<b>Bidder's Code:</b>		
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>	
MEASUREMENTS:	i) Side wall core recovery in soft, medium and hard formation.			

	ii) Depth positioning of SWC by Gamma ray.		
SAMPLE:	At least 24 samples from single run extended upto 48 samples or more.		
RANGE:	Gamma ray positioning 0 to 200 API		
TOOL DIAMETER:	Industry standard to recover side wall cores in wells drilled with 6 inch to 12 ¼ inch Bit.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	i) Core Barrel should be minimum 0.85" diameter with 1.4" length. <b>ii) Core to be provided in bottle.</b> <b>iii) Bullet design suitable for optimum core recovery in various range of formation consolidation.</b> <b>iv) Minimum two guns combinable in one run.</b>		

<b><u>SERVICE: STUCK-UP DETECTION AND BACK-OFF SERVICES</u></b>		<b><u>ANNEXURE - B13</u></b>	
<b>Service Code: A-8</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS:	Percentage free in stretch and in torque (including log presentation) for tubing, casing and drill pipe.		
TOOL DIAMETER:	Suitable for pipe sizes 2 7/8 inch to 9 5/8 inch Tubulars/casing		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Should be run with CCL		
<b><u>SERVICE: BOREHOLE DEVIATION SURVEY SERVICES</u></b>		<b><u>ANNEXURE - B14</u></b>	
<b>Service Code: A-9</b>		<b>Bidder's Code:</b>	

<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	Bore hole deviation, hole azimuth, relative bearing		
RANGE	Hole deviation: 0-90°, Hole Azimuth: 0-360°, RB : 0-360°		
RESOLUTION/ACCURACY	Azimuth : +/- 2°, Deviation: +/- 2°		
TOOL DIAMETER	Industry standard to log wells drilled with 8 <sup>1</sup> / <sub>2</sub> , 12 <sup>1</sup> / <sub>2</sub> & 17 <sup>1</sup> / <sub>2</sub> inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

<b><u>SERVICE: DOWNHOLE TENSION SERVICES</u></b>			<b><u>ANNEXURE-B15</u></b>
<b>Service Code: A-10</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	down hole tension and compression during logging		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

<b><u>SERVICE: i) CEMENT BOND EVALUATION SERVICES INCLUDING VARIABLE DENSITY TYPE OF LOGGING</u> ii) <u>BOREHOLE COMPENSATED SONIC SERVICE</u></b>			<b><u>ANNEXURE - B16</u></b>
<b>Service Code: A-11</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	i) Cement Bond Evaluation Surveys including variable density type of logging based on sonic arrival amplitude. Recording under pressurized condition is also required. ii) Delta- T compressional (formation slowness) if used in		

	openhole.		
RANGE	i) Acoustic amplitude 0-100 mv ii) VDL 200-1200 micro-sec iii) GR 0-200 API, CCL. Travel time.		
VERTICAL RESOLUTION	2 feet or better		
TOOL DIAMETER	Suitable for 5 <sup>1</sup> / <sub>2</sub> , 7", 9 <sup>5</sup> / <sub>8</sub> " and 13 <sup>3</sup> / <sub>8</sub> " casing/liner for CBL/VDL and hole drilled with 8 <sup>1</sup> / <sub>2</sub> ", 12 <sup>1</sup> / <sub>4</sub> " and 17 <sup>1</sup> / <sub>2</sub> " bit for Delta T compressional.		
TEMPERATURE RATING	: 300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

**ANNEXURE - B17**

**SERVICE: A) BRIDGE PLUG SETTING**

**B) RETAINER PACKER SETTING**

**C) JUNK BASKET**

<b>Service Code: A-12</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	a) Bridge plug setting, retainer packer setting for 5.1/2" OD to 9.5/8" OD casing. b) Junk Basket for 5.1/2" OD to 9.5/8" OD casing		
TOOL DIAMETER	Industry standard to carry out in casing/liner sizes 5.1/2 inch, 7 inch & 9 <sup>5</sup> / <sub>8</sub> inch		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) Necessary Adapter kit for the above services will be provided by the contractor. ii) Combinable with CCL.		

<b><u>SERVICE: THROUGH TUBING PERFORATION ( ZERO PHASING &amp; SPIRAL)</u></b>			<b><u>ANNEXURE - B18</u></b>
<b>Service Code: A-13</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	i) Through Tubing (for tubing of 27/8 inches OD and ID of 2.44 inches) Perforation (guns of sizes 2 inch / 2 1/8 inches with different shot densities, with standard and deep penetration charges, zero phasing & spiral, API RP43 /19B, compressive strength normalized to 5000 psi).		
RANGE:	Deep Penetration Charges- shot density 4-6 shots per foot with EHD minimum 0.26 inches and penetration minimum 23.7 inches for both Zero phasing and Spiral		
TOOL DIAMETER:	Industry standard suitable for tubing sizes 2.7/8 inches.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	i) Should include surface equipment to perforate in under-balanced conditions and live wells. ii) Suitable to be operated using Crane/mast unit also.		

<b><u>SERVICE: CASING GUN PERFORATION USABLE WITH BIG HOLE AND DEEP PENETRATION CHARGES</u></b>			<b><u>ANNEXURE - B19</u></b>
<b>Service Code: A-14</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	Casing gun perforations (gun sizes 3.3/8 to 4.5 inches with +/- 1/8 inch) with normal shot density and high shot density. API- RP43/19B, compressive strength normalized to 5000 psi.		
RANGE	i)With EHD of minimum 0.7 inch and penetration of minimum 10.05 inches for Big hole charges, and		

	ii) With EHD of minimum 0.34 inch and penetration of minimum 24.97 inches for deep penetration charges		
TOOL DIAMETER	Industry standard for wells of 5 <sup>1</sup> / <sub>2</sub> , 7 & 9 <sup>5</sup> / <sub>8</sub> inch OD casing		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Combinable with CCL		

<b><u>SERVICE: CASING COLLAR LOCATOR SERVICES (CCL)</u></b>		<b><u>ANNEXURE - B20</u></b>	
<b>Service Code: A-15</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	Casing Collar Locator (CCL) Services (Depth determination) for : a) Through tubing perforations b) Casing gun perforations.		
TOOL DIAMETER:	Tool must be capable of running in through 2 <sup>7</sup> / <sub>8</sub> "OD tubing 5 <sup>1</sup> / <sub>2</sub> " OD casing , 7" OD Casing and 9 <sup>5</sup> / <sub>8</sub> " OD Casing.		
TEMPERATURE RATING	: 300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHERS:	Combinability to all cased hole services.		

<b><u>SERVICE: SHOOTING GAMMA RAY SERVICES</u></b>		<b><u>ANNEXURE - B21</u></b>	
<b>Service Code: A-16</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
	Shooting Gamma Ray Services for : i) Through Tubing Perforations ii) Casing Gun Perforations		



TOOL DIAMETER:	Tool must be capable of running in through : a) 2 <sup>7</sup> / <sub>8</sub> inch OD tubing b) 5 <sup>1</sup> / <sub>2</sub> inch OD casing and c) 7 inch OD Casing. d) 9 <sup>5</sup> / <sub>8</sub> " OD Casing.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
<b>ANNEXURE - B22</b>			
<b><u>SERVICE: TUBING, DRILL PIPE, CASING CUTTING AND DRILL COLLAR SEVERING/COLLIDING SERVICES</u></b>			
<b>Service Code: A-17</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
	<b>i) <u>Explosive Jet Cutter for</u></b> 2 <sup>7</sup> / <sub>8</sub> inch OD tubing 5 <sup>1</sup> / <sub>2</sub> inch OD casing 7 inch OD casing 9 <sup>5</sup> / <sub>8</sub> inch OD casing <b>ii) <u>Severing Tool for</u></b> a) 2 <sup>7</sup> / <sub>8</sub> inch SLH 90 drill pipe b) 4 <sup>1</sup> / <sub>2</sub> OD drill-pipe c) 5 inch OD drill-pipe d) 6 <sup>1</sup> / <sub>2</sub> inch OD drill collar e) 8 inch OD drill collar f) 9 <sup>1</sup> / <sub>2</sub> inch OD drill collar		
TOOL DIAMETER	Suitable for above services		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	10000 psi minimum for casing cutter & minimum 15000 psi for other all other cutters.		

<b>SERVICE: PUNCTURE SERVICES FOR 2.7/8" OD TUBING TO 5 " OD DRILL PIPE</b>			<b><u>ANNEXURE - B23</u></b>
<b>Service Code: A-18</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
	Services to puncture 2 <sup>7</sup> / <sub>8</sub> inch OD tubing to 5 inch OD drill pipe		
TOOL DIAMETER:	Tool must be capable of running in through above tubulars.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
<b>SERVICE: CASING CEMENT DUMP BAILER</b>			<b><u>ANNEXURE - B24</u></b>
<b>Service Code: A-19</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	i) Through Casing cement dump bailer tool for dumping cement on bridge plug.		
HOLE SIZE LIMIT	To be capable of running through 5 ½", 7" and 9 5/8" Casing.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	Positive Displacement Dump Bailer to place the cement plug (minm. 3 metres, maxm. 4 metres; as required) above the Bridge Plug.		
<b>SERVICE: TOOL FOR HIGH RESOLUTION BORE HOLE IMAGING SERVICES USING MICRO-ELECTRIC ARRAYS</b>			<b><u>ANNEXURE - B25</u></b>
<b>Service Code: S-1</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS:	i) High resolution micro-resistivity based borehole imaging for formation image extraction with direction in open hole to characterize sedimentary bodies,		

	sedimentary dips, structural analysis, secondary porosity evaluation, reservoir characterization etc. ii) At least 59% coverage in 7.7/8 inch hole in one pass. iii) Each caliper arm must have independent electronics.		
MEASURING RANGE:	Micro resistivity : 0.2 to 2000 ohm m Azimuth : 0 to 360 degree Rotation : 0 to 360 degree Deviation : 0 to 90 degree Caliper : 6 to 16 inch		
VERTICAL RESOLUTION	0.2 inch in resistivity measurements.		
HOLE SIZE LIMIT	6 inch to 16 inch dia.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	One copy Static colour image as well site product in 1:20 scale.		

<b><u>SERVICE: PRODUCTION LOGGING TOOL STACK SERVICES</u></b>			<b><u>ANNEXURE – B26</u></b>
<b>Service Code: S-2</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS:	i) Temperature measurement: Platinum resistance thermometer with measurement range 5-150 deg C, resolution 0.01 deg or better, accuracy: +/- 1 deg C.  ii) Pressure measurement: Quartz gauge measurements upto 10 Kpsi, resolution 0.1 psi or better, accuracy: +/- 20 psi.  ii) GR, CCL  iv) Fluid velocity measurement: a) Full bore spinner type flowmeter, with indication of		

	<p>direction of measurements.</p> <p>b) Fluid velocity measurement: Diverted basket flowmeter or equivalent for measurement of flowrate in low multi phase flows in vertical or deviated well at stations along borehole with flow rate range 15-1000 bpd.</p> <p>v) Density measurement: Radioactive/Non-Radioactive type fluid density measurement, range 0 – 1.3 gm/cc, resolution 0.01 gm/cc or better, accuracy +/- 0.05 gm/cc</p> <p>vi) Water Hold up measurement– Capacitance or Resistivity based</p> <p>vii) Gas Hold up measurement- Refractive index or radioactive based.</p>		
TOOL DIAMETER:	Suitable for running through 2.7/8, 3.1/2 inch tubing into 4.1/2 inch, 5 inch, 5.1/2 inch, 7 inch, 9.5/8 inch casing/liners in wells.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		

<b><u>ANNEXURE – B27</u></b>			
<b><u>SERVICE: TUBING CONVEYED PERFORATION SERVICES (3.3/8" gun system 6 spf, 7" and 4.1/2" gun systems 12 spf)</u></b>			
<b>Service Code: S-3</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
	<p>Tubing conveyed perforation services using</p> <p>a) 3<sup>3</sup>/<sub>8</sub> inch TCP gun: 6 SPF</p> <p>b) 4<sup>1</sup>/<sub>2</sub> inch gun: 12 spf</p> <p>c) 7 inch gun : 12 spf</p> <p><u>Service type</u></p> <p>i) shoot and pull mechanism</p>		

	ii) shoot and drop mechanism		
FIRING HEAD:	Following type of firing head is required : i) Mechanical firing head ii) Hydraulic firing head iii) Redundant firing head (Hydraulic + Mechanical or Hydraulic + Hydraulic)		
OTHER ACCESSORIES:	i) Radioactive Marker Sub ii) Crossovers iii) <b>Bidder has to provide all other standard accessories of TCP assembly required for all TCP jobs.</b>		
CHARGE TYPE:	HMX, API- RP43/19B,		
RANGE:	i) For 5.1/2 inch casing using 3.3/8 inch gun: EHD of minimum 0.33 inches and penetration minimum 36.5 inches,  ii) For 7" casing using 4 1/2 inch gun: EHD of minimum 0.38 inches and penetration minimum 24 inches (Phasing: 45°/135°)  iii) For 9.5/8" casing using 7 inch gun: EHD of minimum 0.29 inches and penetration minimum 24 inches (Phasing: 45°/135°)		
TOOL DIAMETER:	To be capable of running through 5 1/2 inch, 7 inch and 9.5/8 inch casing		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	12000 psi minimum		

<b>ANNEXURE - B28</b>		
<b><u>SERVICE: THROUGH TUBING RESERVOIR MONITORING TOOL {Three (3) Detector or more}</u></b>		
<b>Service Code: S-4</b>	<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>	<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>

	<ul style="list-style-type: none"> <li>i) <b>Tool should have an electronic neutron generator to produce 14 Mev fast neutrons with high resolutions three (3) detector or more based spectroscopy measurement system.</b></li> <li>ii) <b>Tool outer diameter suitable to operate through tubing of 2<sup>7</sup>/<sub>8</sub> inch OD (ID: 2.44 inches).</b></li> <li>iii) <b>Tool must be able to operate in three (3) independent modes: Carbon-oxygen, Sigma &amp; Oxygen Activation modes providing different independent measurements.</b></li> </ul>		
MEASUREMENTS	<ul style="list-style-type: none"> <li>i) Pulsed neutron decay sigma and porosity.</li> <li>ii) Porosity measurement range : 0-60 p.u.</li> <li>iii) Pulsed neutron decay Ca/Si ratio and dual detector C/O, saturation measurement.</li> <li>iv) Measurements to determine <b>oil, gas and water saturation</b> in formation with low/ mixed and unknown water salinity, identification of formation fluid contacts, measurement of formation porosity, identification of mineralogy and lithology.</li> <li>v) <b>Water, Oil &amp; Gas saturation quantification.</b></li> <li>vi) Water velocity by oxygen activation principle for up and down flows behind pipes or inside casing in station mode.</li> </ul>		
VERTICAL RESOLUTION	<b>30 inches or better</b>		
TOOL DIAMETER	Industry standard to log through tubing of size 2 <sup>7</sup> / <sub>8</sub> inch OD (ID-2.44 inch)		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	<ul style="list-style-type: none"> <li>i) To be able to log in flowing and static condition. To be able to log in inelastic capture mode, capture sigma mode, sigma modes.</li> <li>ii) All run-time quality checks to be provided.</li> </ul>		

**SERVICE: TOOL FOR CEMENT EVALUATION AND PIPE INSPECTION**

<b>Service Code: S-5</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
	360° evaluation of cement bonding with casings /liners, using ultrasonic / piezo-electric signals / pulses.		
MEASUREMENTS:	i) Acoustic impedance image with resolution to distinguish, liquid, cement slurry behind casing. ii) Identification of cement channels or voids of width 1.25 inch or more. iii) Cement strength. iv) Mud attenuation and acoustic velocity.(optional; only if needed for cement map). v) Inside diameter and thickness of casing. vi) Casing corrosion evaluation.		
TOOL DIAMETER:	Industry standard to log wells completed with 5, 5 <sup>1</sup> / <sub>2</sub> , 7 & 9 <sup>5</sup> / <sub>8</sub> inch casing/liner with high deviation upto 85°.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Processed data is required to be provided at well site as a standard presentation along with field logs. Note: Both Cement Evaluation and Pipe Inspection services must be carried out in a single run, using single tool or combination of tools.		

<b><u>ANNEXURE – B30</u></b>			
<b><u>SERVICE: DIPOLE SHEAR SONIC IMAGER</u></b>			
<b>Service Code: S-6</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	i) Delta T shear in cross dipole mode (fast slowness & slow slowness with direction). ii) Delta T Stoneley iii) Delta T Compressional		
HOLE SIZE LIMIT	6 inch to 17.5 inch dia.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) <b>Minimum</b> 2 dipole transmitter orthogonally placed. ii) Two dipole measurement for redundancy. iii) Direction measurement with anisotropy measurement in single run. iv) Measurement to compute absolute value of effective permeability from Stoneley. v) Measurements to compute formation anisotropy, identification of fracture orientation, geo-mechanical properties and borehole stability.		

<b><u>ANNEXURE - B31</u></b>			
<b><u>SERVICE: PIPE CONVEYED WIRELINE LOGGING SERVICES</u></b>			
<b>Service Code: S-7</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
	Pipe conveyed wire line logging equipments (TLC/TPL or equivalent) with following minimum features: i) Tool protection in holes with large and medium radius of		



	curvature. ii) Mud circulation through drill pipe. iii) Multiple wet connections without tripping tools.		
TOOL DIAMETER	Industry Standard to log wells mostly drilled with 8 ½ " Bit, 12 ¼ " and 17 ½" bit.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

<b><u>SERVICE: DOWN HOLE VIDEO</u></b>			<b><u>ANNEXURE – B32</u></b>
<b>Service Code: OS-1</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS:	i) To see the downhole borehole condition, which include quality assurance, gas entry, water entry, fishing operations, detect casing or tubing leaks, spot mineral deposit, find scale corrosion and bacterial buildup. Examine the condition of downhole equipment, inspect the operation of downhole equipment, casing & perforation inspection and general problem identification. ii) Identifying fish in the hole and allow real-time viewing of moveable downhole structural equipment, such as safety valves opening and closing. iii) Should deliver video data to a CD in a mpg format as well as recording it to a VHS tape.		
TOOL DIAMETER:	To be capable of running in minimum 6 inch to max. 20 inch.		
TEMPERATURE RATING:	257° F Minimum.		
PRESSURE RATING:	10000-15000 psi		

**ANNEXURE – B33****SERVICE: DYNAMIC FORMATION TESTING SERVICES WITH PUMP OUT MODULE, SPECTRAL/ RESONANCE BASED FLUID ANALYZER , FLUID SAMPLERS, QUARTZ PRESSURE GAUGE AND DUAL PACKER.**

<b>Service Code: OS-2</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS:	Dynamic formation testing and fluid sampling service with i) Single probe with spectral/ resonance based fluid analyzer. ii) Any number of pressure test in one run. iii) Formation and mud pressure with quartz pressure gauge, pressure gradient, flow rate and mobility. iv) Facility to collect minimum two PVT samples of 450 cc each or more and two non PVT 1000 cc each or more (may be combinable using 2 or more sample chambers for 1000 cc collection). v) Minimum two PVT and two Non- PVT sample bottles. vi) If required bidder has to provide the facility to collect more than two PVT/Non-PVT samples along with sample bottles. vii) Pump out module with ability to control flow rate down hole while sampling. viii) Live real time fluid analysis. ix) Capable of measuring viscosity, GOR and bubble point etc. x) Differentiation capability of formation fluid from filtrate while sampling in combination with resistivity measurement and takes only formation fluid sample. xi) Industry standard measurement related to Dual Packer.		
RESOLUTION	Quartz Gauge: 0.01 psi (0-15000 psi) SG : 0.1 psi (0-15000 psi)		
TOOL DIAMETER	6" to 12.1/4" dia or more		

TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	<b>i)</b> Different types and sizes of probes are to be provided as per technical requirement to make the Dynamic Formation Testing job successful. <b>ii)</b> Provision to provide mobility values at drill site and bring out gradient plots. Pre-test summary sheet with details of pretest data and as per format provided by company. <b>iii)</b> Dual Packer facility.		

<b><u>SERVICE: MULTI-FINGER IMAGING CALIPER</u></b>				<b><u>ANNEXURE - B34</u></b>
<b>Service Code: OS-3</b>		<b>Bidder's Code:</b>		
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>	
MEASUREMENTS:	Tool should be capable of making highly accurate radial measurements of the internal diameter of tubing and casing strings. Any other measurements that the tool is capable of recording.			
TOOL TYPE:	i) 24 finger extended and ii) 40 finger standard readings			
TOOL OD:	i) 24 finger extended: 1.69" ii) 40 finger standard: 2.75"			
MEASURING RANGE:	With a measuring range of 1.75" to 7.00" and 3.00" to 7.00"			
RADIAL RESOLUTION:	Tool should at least have a 0.005"- 0.007" radial resolution			
TEMPERATURE RATING:	300° F Minimum.			
PRESSURE RATING:	15000 psi minimum			

<b>SERVICE: ELEMENTAL CAPTURE SPECTROSCOPY LOGGINGANNEXURE – B35</b>			
<b>Service Code: OS-4</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS:	Concentration of elements from single neutron induced Gamma ray spectrometer for the determination of Silicon, calcium, Iron, Gadolinium, Titanium, mica feldspar composite and other minerals for accurate clay volume estimation and clay typing.		
TOOL DIAMETER:	To be capable of running in minimum 6 inch to max. 20 inch.		
TEMPERATURE RATING:	350° F Minimum.		
PRESSURE RATING:	20000 psi minimum		
<b>SERVICE: i) <u>THROUGH TUBING BRIDGE PLUG FOR 5<sup>1</sup>/<sub>2</sub> , 7 &amp; 9<sup>5</sup>/<sub>8</sub> INCH CASINGS</u> ii) <u>THROUGH TUBING CEMENT DUMP BAILER FOR 5<sup>1</sup>/<sub>2</sub> , 7 &amp; 9<sup>5</sup>/<sub>8</sub> INCH CASING</u></b>			<b><u>ANNEXURE - B36</u></b>
<b>Service Code: OS-5</b>		<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
	i) Through tubing bridge pug setting tool with accessories for setting bridge plug in 5 <sup>1</sup> / <sub>2</sub> , 7 & 9 <sup>5</sup> / <sub>8</sub> inch casing and <b>5 inch liners.</b> ii) Through tubing cement dump bailer tool for dumping cement on bridge plug.		
TOOL DIAMETER:	To be capable of running through 2.7/8", <b>3.1/2"</b> tubing.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	i) The required plugs, adapter kits & Cement to be provided by the contractor. At any time Contractor shall have one plug available with them for each size of casing. <b>ii) Positive Displacement Dump Bailer to place the cement plug (minm. 3 metres, maxm. 4 metres; as required) above the through tubing Bridge Plug.</b>		

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**REQUIRED ENVIRONMENT CORRECTION CHARTS**

**I. Resistivity Tool:**

- a) Borehole correction charts for various resistivity tools e.g. deep, shallow, medium focused laterologs/induction logs
- b) Shoulder-bed correction chart for deep and shallow resistivity logging tools.
- c) Pseudo-geometric factor charts for laterolog tool. Charts for determining true resistivity invasion diameter and resistivity of flushed zone for a combination of deep, shallow and micro-resistivity tools (Latero and induction) for different borehole sizes.
- d) Thickness correction charts for various resistivity logging devices.

**II. Micro-Resistivity Tool:**

- a) Mud cake and bore hole correction charts.
- b) Geometric factor charts.

**III. Natural Gamma-ray tools: Bore-hole size, mud weight and tool size correction charts.**

**IV. Compensated Spectral Density Tool:**

- a) Mud and gas filled bore-hole correction charts.
- b) Correction curve for getting bulk density from log density values.
- c) Porosity, lithology and matrix identification determination charts.
- d) Density-sonic travel time cross plot for fresh salt water filled holes.
- e) Density-neutron porosity cross-plots for fresh salt water filled holes.
- f) Hydrocarbon correction charts.

**V. Compensated Neutron Porosity Tools:**

- a) Hole size, mud-cake thickness, mud weight, formation and mud salinity, stand off distance, pressure and temperature correction charts.
- b) Equivalent chart for different lithologies.
- c) Function format curve for converting count ratio into porosity.
- d) Litho porosity cross-plots, neutron-porosity Vs density, Vs sonic travel time cross-plots for fresh and salt-water filled holes.
- e) Correction charts for excavation effect for different lithologies.
- f) Hydrocarbon correction charts.

**VI. Spectral natural Gamma-ray log tool : Mineral identification charts.**

**VII. Compensated Acoustic Logging Tool and Cement Bond Tool:**

- a) Compaction correction charts, Charts for different lithologies, Delta T Vs porosity.
- b) BL amplitude Vs Bond Index transformation and compressive strength chart.

**VIII. Production Logging Tool:**

- a) Charts for evaluating solution gas-oil ratio at bubble point pressure or bottom hole pressure at given gas gravity.
- b) Charts for formation volume factor down hole density at bubble point pressure.

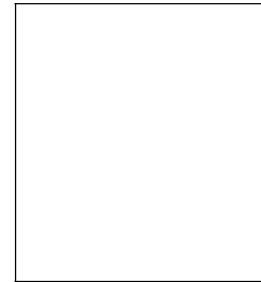
- c) Charts for down hole/surface density ratio or surface/down hole gas-vol. Ratio.
- d) Spinner flow meter responses for high and low flow rates.
- e) Fluid density meter friction effect chart.
- f) Producing ratio charts.
- g) Bubble flow regime charts.

IX. **Environmental Correction Chart for other Tool:** Environmental correction chart for other tools mentioned in the scope of work are also required.

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**ANNEXURE-D**

**PROFORMA FOR BIO DATA OF KEY PERSONNEL**



Photograph

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

**ANNEXURE -E**

**LIH – Claim Format**

**Format that the particular equipment/ tool is question is not covered by contractor's insurance:**

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

**UNDERTAKING**

**Ref Clause No. 7.0 of the SCC of the Contract**

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

- (1) That, my/our above Company/Firm has participated in the Tender IFB No. ....
- (2) That, our firm has been awarded with the contract no.....for .....
- (3) That, as required under Clause-9.0 of the GCC of the Contract, we have taken insurance to cover all risk in respect of our personnel, materials & equipment belonging to us or our sub contractor during the currency of the contract including the third party items/consumables.
- (4) That, I/we also declare that the tools / equipment which are below Rotary Table or in the well bore as stated under the clause 9.2 sub-clause (d) of General Condition of Contracts provided under the above tender are not covered under any Insurance Policies.
- (5) That, the statements made in above paras are true to the best of my/our knowledge and belief. That in case of the any of the above statement is found to be false/ incorrect/misleading at any point of time during the currency of the contract, OIL shall be at liberty to initiate necessary action against the Company/Firm in terms of the Contract.

Place...

Date:.....

SIGNATURE OF THE DECLARANT

\*\*\*\*

**END OF SECTION – II, Part-3**



## **Part – 3**

### **SECTION - III**

#### **SPECIAL CONDITIONS OF CONTRACT**

##### **1.0 MOBILISATION :**

The Mobilization of the Unit(s) and the personnel shall be completed within 90 days from the date of receipt of the Letter of Award (LOA) issued by Company awarding the Contract or from the date of Mobilization Advice from the Company.

- 1.1 Subsequent Mobilization: Subsequent Mobilization of Special and Optional tools/service should be completed within 30 days of Mobilization Notice from OIL.

##### **2.0 AREA OF OPERATION:**

- 2.1 The area of operation for Logging Unit shall be in OIL's operational areas anywhere within Rajasthan State of India. For 2<sup>nd</sup> Logging Unit (if required), area of operation shall be OIL's operational area anywhere in India.

- 2.2 The Logging Unit with all services and crew will initially be based at Rajasthan. The 2<sup>nd</sup> Logging Unit (additional unit), if mobilized, may need to be mobilized to Rajasthan Base or any stipulated well site camp located at far flung areas/anywhere within OIL's operational area in India. The contractor shall be given a 30 days' notice to demobilize 2<sup>nd</sup> Logging Unit upon completion of requirements.

- 2.3 The Logging units along with all necessary materials required to carry out logging job, on OIL's requirements, may require to be based at well sites in far flung areas where well site camps will be established.

##### **3.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

- 3.1 The Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes in the scope of Work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

- 3.2 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.

##### **4.0 CONTRACTOR'S OBLIGATION:**

- 4.1 The Contractor shall furnish full particulars of crews e.g. name, nationality, passport number, date and place of issue and expiry date of passport, father's name, date and place of birth, designation etc. along with recent photographs, 30 days before the start of activities.

- 4.2 The Contractor shall primarily and solely be responsible for obtaining

customs clearance for importation into India of the Contractor's equipment, spare parts, consumables, tools etc. in connection with the execution of the work. Any demurrage in this process will be at the Contractor's cost.

- 4.3 The Contractor shall arrange the clearance of all equipment, spare parts, consumables, tools from customs and port authorities in India and shall pay all requisite port fees, clearance fees, transit agent fees, inland transportation charges from port to site etc.
- 4.4 The Contractor shall furnish to Company details of all equipment, duration of deployment of each equipment, spares and consumables 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. and should be in the format specified in **Proforma – B**.
- 4.5 The 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.
- 4.6 In the event of contractor's unit/tools/equipment are already available in India and operating for other operator, the necessary clearance from the earlier operator, DGH, Customs etc. should be obtained by contractor for transferring units/tools/equipment to the proposed contract before mobilizing the unit/tools/equipment.
- 4.7 The Contractor shall arrange for transportation of their equipment/tools/spares/consumables from Contractor's yard/site to Company's site and back at the end of the work at their own expenses.
- 4.8 The Contractor shall keep their equipment in good working order and shall begin the work with **sufficient spares, consumables & explosives for minimum 6 months period (in accordance with the work load given in the Contract)** and shall continuously replenish the same periodically to ensure uninterrupted services.
- 4.9 The Contractor will be required to provide the **logging services round the clock** as and when required by the Company.
- 4.10 Subject to **Clause 7.0** of this Section, the 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.
- 4.11 The contractor must have adequate first aid arrangement in their units as well as at base camp to meet the needs of their own personnel.
- 4.12 The 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 & handling of explosives etc.
- 4.13 The Contractor shall bear all taxes & duties including road tax and insurance premiums for their vehicles brought to India or purchased in India including registration fees, fitness fees and road / goods taxes, pollution fees

- etc. including States entry taxes.
- 4.14 The Contractor shall bear all costs for transportation of their equipment and other materials including payment of Entry taxes during inter state transfer of their Unit(s), Tools, equipment, spare parts etc.
- 4.15 The Contractor shall use to the fullest extent all facilities available in India provided they are technically/operationally acceptable.
- 4.16 The Contractor, prior to commencement of contract shall submit a tool preventive maintenance system to exhibit that a pro-active / predictive system can be in place to avoid unforeseen down-time and submit monitoring report to the Company on monthly basis of such activities carried out by them.
- 4.17 The Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect.
- 4.18 **Health Safety and Environment:** Contractor shall submit the safety manual and operating procedure manual well in advance to the Company for review and comments, if any. Contractor shall have to strictly follow all the HSE rules and regulations and follow safety rules practiced in a well-site and provide safety gears to their personnel. Logging Units must be fitted with safety equipment as per international practice. Contractor also needs to submit their Corporate HSE policy, highlighting the salient features to be followed in the well-sites. Safety gears viz. Shoes, Helmets, etc. must be replaced as per requirements.
- 4.19 **Pollution Control:** Contractor undertakes that substances or rubbish in any form originating from Contractor's equipment shall not be dumped or discharged at, or around the well location. However, in the event of such dumping or discharge by Contractor, Contractor shall immediately assume all responsibility at their cost for 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.
- 4.20 The Contractor shall arrange all entry permits, Inner line Permits (ILP) etc. in respect of its staff deployed under the Contract. Company shall, however, issue necessary letters of authorization for obtaining I.L.P., if required, adequately in advance. Normally Contractor will request for issue of such letters at least three working days in advance.
- 4.21 The Contractor shall arrange for **security of their camp sites, fly camps, equipment, establishment, radioactive materials and explosives etc.while in Contractor's custody at their own cost.**
- 4.22 The equipment/tools to be furnished by the Contractor under this Contract is the Contractor's property and shall always remain in the possession of the Contractor with the exclusive right to use of such equipment/tools by the Contractor for providing services under this Contract.
- 4.23 The Contract price shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.
- 4.24 The Contractor shall provide the experienced personnel for carrying out the services. All the personnel offered must have adequate experience in respective field and should be fluent in English language. On Company's

request, Contractor shall remove and replace at their expenses, any of their personnel whose presence is considered reasonably undesirable or performance is found to be poor in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completeness of mobilisation of the Contractor for start of operations.

- 4.25 The Contractor shall make his own arrangements for an operating base and maintain required facilities at a place of his choice but should be convenient and near to the Company's area of operation so as to ensure carrying out of Operations in timely and smooth manner in the Area of Operations and to facilitate periodical inspection. Contractor shall also maintain the required spare parts, tools and other consumables in order to keep the Unit, Equipment & Tools in working condition throughout the Contract period. Contractor shall not charge any amount for creating any base (including new base) in India, to provide the services to the Company.
- 4.26 The Contractors have to make their own arrangement for storage of explosives obtaining all necessary permissions etc. under Explosives Act 1884, the Explosives Substance Act 1908 and the Explosives Rule 2008 or later and also the directive given by the Chief Controller of Explosives, Nagpur, India, from time to time

## **5.0 RESPONSIBILITY FOR COMPLIANCE WITH AERB REGULATIONS**

- 5.1 CONTRACTOR will obtain necessary licenses for storage of radio Active sources/materials for providing the services. However, OIL shall provide necessary assistance in the form of recommendatory letters for availing licenses/permissions. CONTRACTOR shall comply with the relevant sections of the Atomic Energy Act, 1962; Radiation Protection Rules, 1971, Atomic Energy Safe Disposal Rules, 1987 and all such statutory regulations as may be imposed by the Atomic Energy Regulatory Board, in respect of all operations pertaining to the handling of Radio Active Sources and storage and transportation of the same.

## **6.0 COMPANY'S OBLIGATIONS:**

- 6.1 The 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.
- 6.2 The 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. Camp security personnel (chowkidars) etc. as well as all security for Contractor's personnel & equipment/ materials will be the responsibility of Contractor.

- 7.0 **LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:** Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Willful Misconduct or Gross Negligence on the part of the contractor for loss or damage to the contractor's equipment/ tool in hole below rotary table, subject to conditions prescribed herein below. Company shall at its option either reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of

mobilization or subsequent replacement/ addition of the same equipment/ tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the contractor or at its option to replace similar equipment/ tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company only after contractor undertakes in prescribed format that the particular equipment/ tool is question is not covered by contractor's insurance. For any such loss/damage, the contractor must notify the Company in writing within one month from the date of the lost tool and claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier [Format for LIH Claim is enclosed as **Annexure- E**]. The inspection of recovered tools/ equipment from downhole needs to be made by the Company Representative before submission of the invoice by Contractor. OIL shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time.

**7.1 MALFUNCTION OF EQUIPMENT /TOOLS:**

If any tool/equipment malfunctions and cannot be repaired at well-site or base within 24 hours resulting in Contractor's failure to provide the requisite services, the tool or equipment will be under zero fixed charges with effect from last date of successful logging operation with that tool or equipment until it is repaired or replaced and a surface check or logging operation with that tool is performed to OIL's satisfaction. However, recovery of fixed charges of failed tool or equipment for past period shall be restricted to a maximum one (1) month period prior to the date on which any malfunctioning /failure of the tool /equipment is noticed. If the contractor fails to complete any job due to malfunction/failure of the Logging unit(s)(Item TR-1), then rental for all the tools/equipments along with the Unit will be under zero fixed charges with effect from the last date of successful logging operation with that unit till the unit is made operational. **No operating charges shall be payable for malfunction services.**

**7.2** In case of malfunctioning of any tool, the Contractor will make good the Company the loss for idling of the rig **@ US \$ 600.00 per hour for logging operation to be carried out in drilling rig and @ US \$ 250.00 per hour for logging operation to be carried out in Work over rig.** However, the rig loss time on account of the following shall be attributable to Company's account and shall be excluded from computation of time for aforesaid recovery:

- a. Waiting for Company's instructions/weather conditions/HSE hazards / due to day break as per Company's requirement.
- b. Round trip due to deterioration of well condition resulting in held ups or tool stoppage or actual time spent in negotiating tool stoppage and hold up while running in or pulling out due to bad borehole conditions.
- c. Standby time due to radio silence during perforating operations.

**8.0 RADIOACTIVE MATERIAL:**

In accepting any order to perform or attempt to perform any service involving the use of radioactive material, Company agrees that Contractor shall not be

liable or responsible for injury to or death of persons or damage to property (including, but not limited to, injury to the well), or any damages whatsoever irrespective of the cause, growing out of or in any way connected with Contractor's use of radioactive materials. Company shall absolve and hold Contractor harmless against all losses, cost, damages and expenses incurred or sustained by Company or any third party irrespective of the cause excluding willful and gross negligence by Contractor or its agents, servants, officers or employees, resulting from any such use of radioactive material. In case of radio-active source lost in hole during logging operation, action will be initiated as per AERB guidelines.

#### **9.0 LOG INTERPRETATION:**

Since all log interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of gross negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of willful negligence.

#### **10.0 POLLUTION OR CONTAMINATION:**

- 10.1 The Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/ operations unless such pollution or contamination is caused by Contractor's willful misconduct or gross negligence.
- 10.2 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its Sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and 'Attorneys fees) for :
- a) Damage to or loss of any reservoir or producing formation
  - b) Damage to or loss of any well
  - c) Any other subsurface damage or loss, and
  - d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**11.0 FISHING:** In case it is necessary for Company to "fish" for any of Contractor's instruments or equipment, Company assumes the entire responsibility for such operations. However, Contractor will, if so desired by Company and without any

responsibility or liability on Contractor's part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than assist/advise and consult with Company in connection with such "fishing" operations, and any fishing equipment furnished by Contractor is solely as an accommodation to Company and Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advise or assistance rendered to Company by Contractor's agents or employees irrespective of cause.

**12.0 MONTHLY FIXED CHARGES:** Monthly fixed charges for Units/ tools/equipment/services etc. supplied would be applicable from the date the Mobilization is completed and is certified by the Company's representative to be in readiness to undertake the operation/services, up to the date of demobilization/expiry of contract or till the date of de-hiring of any tools/equipments/services.

**13.0 MOBILISATION AND DEMOBILISATION OF EQUIPMENT:** Mobilization and Demobilization of the Contractor's equipment will be at contractor's base camp in Rajasthan designated and approved by OIL. The charges thereof include all transportation and other charges. Company will not take any responsibility for mobilization and demobilization including transit insurance of the equipment.

**14.0 DE-HIRING OF DEFECTIVE TOOLS AND EQUIPMENT AT BASE LOCATION**

:

14.1 **DE-HIRING FOR UNSATISFACTORY PERFORMANCE:** If the services of any tool or equipment mobilized is found to be unsatisfactory (not meeting the technical specification/requirements as per the Contract), the same shall be de-hired immediately and no de-mobilization charges shall be payable by Company for such de-hiring. The tools and equipment found defective at base location shall be replaced within 15 days from the date of notice

14.2 **DE-HIRING DUE TO NON- REQUIREMENT:** During the contract period, if Company feels that the services of any Special Tools and optional tools (as listed in Table -1 & Table- 3) are not required any more seeing the applicability Special tools/services, Company may de-hire such tool or equipment by giving notice of 15 days.

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**END OF SECTION – III, Part - 3**

### **Part - 3**

#### **SECTION-IV**

##### **SCHEDULE OF SERVICES/SCHEDULE OF RATES**

**SCHEDULE OF RATES:** The rates and charges as indicated in **Price Proforma-A, A1, A2, A3 & A4**. The rates are defined as under:

- 1.0 **MOBILIZATION CHARGES: (Price Proforma- A1):**
- 1.1 Mobilization charge shall include all cost of mobilization of Standard Equipment/Tools/ Services, Special Equipment/Tools/services (Table-1, Scope of Work), viz., Units, personnel, equipment, tools, spares, consumables, accessories to base camp and shall include all foreign and local costs including port fees, port rent, any other customs clearance charges, inland transportation to Company's site, transit insurance, taxes and any other charges but excluding customs duty). In case of Special Equipment/Tools/services, mobilization charge will be paid only for those tools which have been advised for mobilization.
- 1.2 Mobilization charges will be payable after the date of commencement as certified by the Company.
- 1.3 Subsequent Interim Mobilization charge of Special Equipment/Tools/ services will be payable from the date it arrives at base camp where the Unit is mobilized and is certified by the Company's representative to be in readiness to undertake the operation/ services. Such charges are payable each time contractor mobilizes above category tool(s)/services on Company's request.
- 1.4 Mobilization charges for all the Units/Tools/Equipment/Services will be paid as per Price Proforma-A1.
- 2.0 **DEMOBILIZATION CHARGES: (Price Proforma- A1)**
- a) Demobilization charges for Standard Equipment/Tools/Services, Special Equipment/Tools/services (Table-1) will be payable when the assignment of works under this contract is concluded to the satisfaction of Company and completion of re-export/**Block transfer** of all the re-exportable items/equipment/tools.
- b) Demobilization charges shall include all charges towards de-mobilization of Contractor's Standard Equipment/Tools /Services, Special Equipment/ Tools / Services (Table-1)& personnel from Company's site applicable from the date of issue of demobilization notice by Company to the Contractor till completion of re-export/**Block transfer** of all the re-exportable items.
- c) All charges connected with demobilization including transportation, insurance, fees, taxes and duties from the site to the place of origin of the equipment/tools/services/personnel including charges involved in Customs formalities for re-exporting to outside India will be to Contractor's account.
- d) Company shall give **10 days** notice to Contractor to commence demobilization.
- e) Demobilization shall be completed by Contractor within 60 days of expiry / termination of the contract. Contractor will ensure that demobilization is completed within the aforesaid period. No charge whatsoever will be payable from the effective date of notice to demobilize.



- 3.0 **MONTHLY FIXED CHARGE: (Price Proforma- A1)**  
 Monthly fixed charges for Tools, equipment, manpower etc [Standard Equipment /Tools/ Services, Special Equipment/ Tools/services (Table-1 Scope of Work) supplied would be applicable from the date it arrives at base camp and is certified by the Company's representative to be in readiness to undertake the operation/services, up to the date of demobilization/expiry of contract. No rental charges shall be payable by Company for transit period between the Contractor's base and Company's base at designated camp and vice-versa. Monthly charges for Special tools, which may be mobilized for a specific period as per Company's requirements, would be applicable from the date it arrives at base camp and is certified by the Company's representative to be in readiness to undertake the operation/services, up to the date of expiry of mobilization period/expiry of contract.
- 4.0 **OPERATING CHARGES: (Price Proforma- A2)**  
 Operating charges include the charges for Standard services & special services as shown in Price Proforma-A2.
- (i) **Depth Charge:**  
 "Depth Charges" means the charges for running a down-hole tool inside the oil well for recording or for facilitating recording of requisite formation information of the reservoir or for carrying out any particular intended job, which is payable for the maximum depth below the rotary table of the rig the tool has descended
- (ii) **Survey Charges**  
 "Survey Charges" means the charges payable for recording requisite formation information of the reservoir by a down hole tool which is payable for the depth interval the tool has actually surveyed.
- (iii) **Flat Charges**  
 "Flat Charges" means lump-sum charges payable per occasion to do a specific down hole job for which the service is intended.
- 5.0 **TRANSPORTATION CHARGE: (Price Proforma-A)**  
 5.1 The per trip transportation charge as shown in Price Proforma-A (Sl. No.4), for transportation of tools/equipment /spares/consumables etc. shall apply for each round trip to work site from Contractor's base (or Base camp of far flung area).  
 5.2 For evaluation purpose, transportation charge for 75 trips, with average 500 KM both ways in each trip will be considered for the Unit. However, payments will be made at actual kilometer travelled.
- 6.0 **STANDBY CHARGE: (Price Proforma-A)**  
 Standby charges on hourly basis as shown in Price Proforma-A (Sl. No. 5) shall be applicable for crew/engineer waiting at well-site due to non-readiness of the well for carrying out operations beyond 6 hours after the expected time of well handover.
- 7.0 **CANCELLED OPERATIONS CHARGE: (Price Proforma A)**  
 If operations are cancelled after crew and/or equipment mobilized to site, the charges, if any, as shown in Price Proforma-A(Sl. No. 6)shall be applicable.
- 8.0 **INCOMPLETE OPERATIONS CHARGE: (Price Proforma A)**  
 If operations are cancelled after attempts to perform services and services cannot be completed due to adverse well conditions etc, the charges, if any, as shown in Price Proforma-A (Sl. No. 7)shall be applicable.

- 9.0 **DATA PROCESSING AND INTERPRETATION CHARGE:** Data Processing and Interpretation charges will be paid for each processing/interpretation service carried out as per advice of Company and will be payable item wise as per **Price Proforma-A3.**
- 10.0 **Charges for shifting of Logging Unit from one base to another:** Charges for shifting of logging Unit/equipment/tools unit to well site camp or to other base camp from the place from original mobilization as per advice of Company, will be payable as per Price Proforma-A (Sl. No.09).
- 11.0 SCHEDULE OF PAYMENT:**
- 11.1 Contractor shall raise invoice for the mobilization charges when the entire equipment and personnel are ready at sites for starting the job as certified by Company authorized representative after verification/inspection.
- 11.2 For operating, monthly fixed, data processing charges, transportation charges etc., Contractor shall raise the invoice after completing service each calendar month.
- 11.3 Contractor shall raise on Company two invoices every month – one invoice for minimum charges equivalent to monthly fixed charges for equipment/ tools plus monthly personnel charges under the Contract and 2<sup>nd</sup> invoice for all the balance amount payable under the Contract for the month. All the invoices shall be raised as per Section-IV, Schedule of Rates/Price Proforma-A, A1, A2, A3 &A4.

**NOTE TO BIDDERS ON PRICE BID FORMAT& PRICE RELATED CONDITIONS**

- i) The bidder must indicate the currency of quotation.
- ii) Price shall be quoted only as per the format provided in the Tender Document.
- iii) No separate charges shall be applicable for accessories of units / tools other than those specified in the Price Format.
- iv) Charges towards rig-up, rig-down, data processing, processed data product and personnel including specialists etc., unless specified, shall not be payable separately. These charges may be built into the price components as given in the price formats, as and whenever applicable.
- v) 60 meters of overlap is to be provided at no extra cost whenever a section is logged in stages except for image data where overlap section should be 20 meters.
- vi) No separate rental or Usage charges shall be applicable for accessories with tools other than those specified in this price format.
- vii) If any of the segments in price ProformaA4 is not quoted, the corresponding cell(s) shall be clearly marked 'Not Quoted'.
- viii) If any of the columns is not applicable, the same may be marked 'NA'.
- ix) OIL reserves the right to hire additional Unit and / or tools any time during the contract period at the same rate, terms and conditions.
- x) The estimated workload (Period of hiring, number of jobs etc. given in the price format / evaluation sheet is indicative and for evaluation purpose only. Payment shall be made for units/tools actually hired / mobilized but subject to the number of units /equipment/tools awarded and work actually done.
- xi) Bidder should exercise due care and caution while quoting rates so that the bids are compliant with various stipulations, conditions and limits set out in the Tender. If a bidder has confirmed compliance of various stipulation /limit/ condition(s) set out in the tender in the techno-commercial bid but the stipulation/condition/limit

is not satisfied in the price bid, the bid will be evaluated and ranked at the quoted rates but rates under the contract to be awarded shall be restricted to the extent that the stipulation/condition/limit is/are satisfied without increasing any of the quoted rates.

**PRICE PROFORMA A1**

- i) Mobilization charges of the Unit and Individual tools shall not exceed one month's rental charges of the Unit/tools.
- ii) Quoted mobilization charges should not be more than 7.5% of the Total Contract Value failing which the offer will be rejected.
- iii) De-mobilization should not be less than 5% of the Total Contract Value and if quoted in deficit or less than 5% of the quoted contract value, the offer will be rejected.
- iv) Price for all Standard and Special tools required must be quoted. Exclusion of any tools, except Optional tools, required shall lead to rejection of offer.
- v) The total evaluated rental charges of the Unit including crew plus Standard and Special Tools for the Unit should not exceed 50% of the total estimated contract value.
- vi) The rental charges of logging Unit per month should not exceed 45% of the sum of the monthly rental Unit and Standard and Special Tools for the Unit.
- vii) Monthly rental charges should not be more than 5% of the CIF Value.
- viii) The special services can be Mobilized and Demobilized up to 3 times.

**PRICE PROFORMA A2**

- i) No deviation surcharge shall be applicable separately .
- ii) GR Log run (except GR Spectroscopy services) for correlation or depth control purposes in any combination should be at no separate charge. GR Spectroscopy services to be run only when indented.
- iii) Depth determination not preceding any other operation (DD-NPO): The first run with required size of dummy, GR, and /or CCL and any subsequent runs with variable, size, weight and length of dummy as ordered by OIL shall be treated as separate DD-NPO run and DD charges payable to such extent. Details of each charge shall be indicated on job completion report and verified by witness.
- iv) Depth Determination preceding any other operation (DD-PO): One run for each depth determination/hole probing required to any such operation such as perforation/wireline cutter/ string shot/ junk basket before plug, packer setting and any through tubing operation with PLT, and other tool should not carry any additional charge to OIL as quoted charge for the service should be inclusive of dummy run. If the first such run does not descend to the desired depth, it shall be treated as DD-PO run. In such case, if OIL decides to run the ordered service and job is completed, no DD charge shall be payable. However on the event of ordered service cannot be completed, then one DD charge will be payable.
- v) Bidders have to submit the processing with interpretation reports for the Service Codes PS-1 (I), PS-2, PS-3, PS-4 and PS-5 cost of which is to be included in "operating cost" ( Price proforma-A2).
- vi) Total Operating charges of any tool/equipment/service, including processing charges wherever applicable, should be between 50% and 100% of Total monthly rentals of that particular tool/equipment/service.

**PRICE PROFORMA A3**

- i) Bidders have to quote the processing charge for Service Codes PS-1 (II), PS-1(III), PS-1(IV) and P-Basic as per the Price Profoma-A3. Bidders will have to process for service

codes PS-1 (II), PS-1(III), PS-1(IV) and P-Basic of data of any of OIL's wells anywhere in the world, recorded by OIL or any other service provider.

**PRICE PROFORMA A4 (Optional Tools/Services)**

- i) Bidders must have to quote for Optional tools/services, if bidder has possess the Optional tools/services or provided the same tools/services to other E&P companies, even it is from third party services.
- ii) The charges quoted for the Tools-on-call (Optional) services covered under this Price ProformaA4 **shall not be considered for Bid Evaluation.**
- iii) If company requires, bidder has to supply any tools from the above list for which they have quoted. Such tools will be utilized with already mobilized logging unit of the successful bidder. Therefore bidder should not include any Logging unit, Crew Charges etc. on the above rates.
- iv) Company may mobilize tools on monthly rental basis or daily rate basis depending on requirement. In both the cases, operating cost shall be the same.
- v) Prices of optional tools/services should include the processing charges as and whenever required.
- vi) Monthly rental charges should not be more than 5% of the Quoted CIF Value.
- vii) Price Quoted under Optional services should be justified. Company reserve the right to Negotiate with the Quoted Rate with that of the Competitors Price Offer for Price reasonableness.

**CLARIFICATIONS OF PRICE PROFOMA-A1 & A2:**

<p><b><u>Price Profoma-A1</u></b> vii) Monthly rental charges should not be more than 5% of the CIF Value.</p> <p><b><u>Price Profoma-A2</u></b> vi) Operating including processing charges wherever applicable should be between 50% and 100% of monthly rentals of that particular tool/equipment/services.</p>	<p><b>(i) Clauses Price Proforma-A1(vii) &amp; Price Proforma -A2 (vi) are not applicable for Service Codes: A-13, A-14, A-17, A-18 &amp; S-3.</b></p> <p><b><u>A-13:</u></b> Through tubing perforation with deep penetration charges.</p> <p><b><u>A-14:</u></b> Casing gun perforation with big hole and deep penetration charges.</p> <p><b><u>A-17:</u></b> Tubing, Drill Pipe, Casing cutting &amp; Drill collar severing services.</p> <p><b><u>A-18:</u></b> Puncture services for 2.7/8" tubing to 5" OD Drill pipe.</p> <p><b><u>S-3:</u></b> Tubing conveyed perforation services</p> <p>Apart from above services, OIL will compare rental of each tool to not exceed 5% of CIF value of respective tool.</p> <p>OIL will also compare total operating including processing charges wherever applicable should be between 50% and 100% of total monthly rentals of that particular tool/equipment/services</p>
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**END OF SECTION – IV, Part-3**

**PRICE PROFORMA-A**

Specify Currency Quoted: \_\_\_\_\_

TOTAL COST FOR UNIT						
Srl No.	PARTICULARS		JOB UNIT	QTY	Rate per JOB Per UNIT	TOTAL COST
1	Total Charges for mobilisation /demobilization of all standard equipments/service ,Crew and Special tools covered under Price Proforma-A1 (Copy from Price Proforma A1) <b>T1</b>	All standard equipments/service and Crew covered	Lump Sum	1		
		For Special tools	Lump Sum	1		
2	Total monthly rental charges for all standard equipments/service, Crew and Special tools covered under Price Proforma-A1 (Copy from Price Proforma A1) <b>T2</b>	All standard equipments/service and Crew covered	Lump Sum	1		
		Special tools	Lump Sum	1		
3	Total operating charges standard equipments/service and Special tools (Copy from Price Proforma A2) <b>T3</b>	All standard equipments/service and Crew covered	Lump Sum	1		
		Special tools	Lump Sum	1		

4	Transportation of unit, crew to the location & back (Average distance of 500 km both way for 75 trip considered for evaluation) <b>T4</b>		Per Km	37500		
5	Standby charges (for Logging Unit and crew waiting at Well site, beyond 6 hours) <b>T5</b>		Per Hr	40		
6	Cancelled Operation Charges (Job cancelled after unit mobilised to site) <b>T6</b>		Per Job	10		
7	Incomplete operations charges for services <b>T7</b>		Per Job	10		
8	Total data processing charges (Copy from Price Proforma A3) T8		Lump Sum	1		
9	Charges for shifting logging Unit /equipment crew from one Base to another/wellsite camp beyond initial mobilization <b>T9</b>		Per shift	2		
	<b>TOTAL COST(T)</b>					

Notes:

1. To quote the Cost of the Logging Unit for two years of operation, including all taxes & duties except Customs Duty & GST which are extra to OIL's account.
2. All rates must be net of all discounts (Degressivity if offered will not be considered for financial evaluation of the Bids).
3. The number and type/details of jobs indicated are given for commercial evaluation only which are purely tentative and may fluctuate. Payment to Contractor shall be made on the basis of actual work done.
4. Bidder to Quote here for Serial Nos. 4,5,6,7 & 9. Other will be reflecting from the other Price Proformas

**MOBILISATION / DEMOBILISATION CHARGES.****PRICE PROFORMA-A1**

Currency Quoted : \_\_\_\_\_

SL. NO	DESCRIPTION OF SERVICE	UNIT	QUANTITY	UNIT PRICE	TOTAL
1a	Mobilisation charge for Logging unit	LSM	1		
1b	Demobilisation charge for Logging unit	LSM	1		
2a	Mobilisation charge for Wellhead Control Equipment (BOP)	LSM	1		
2b	Demobilisation charge of Wellhead Control Equipment (BOP)	LSM	1		
3a	Mobilisation charge for Pressure Control Equipment for Through Tubing Operations	LSM	1		
3b	Demobilisation charge for Pressure Control Equipment for Through Tubing Operations	LSM	1		
4a	Mobilisation charge for Fishing Equipment	LSM	1		
4b	De-Mobilisation charge for Fishing Equipment	LSM	1		
5a	Mobilisation charge for Personnel/Crew	LSM	1		
5b	De-Mobilisation charge for Personnel/Crew	LSM	1		
6a	Mobilisation charge for Dual latero log (deep & medium focussed resistivity) services with spontaneous potential	LSM	1		
6b	De Mobilisation charge for Dual latero log (deep & medium focussed resistivity) services with spontaneous potential	LSM	1		

7a	Mobilisation charge for Invaded zone resistivity for Rxo measurement with borehole Caliper service	LSM	1		
7b	De Mobilisation charge for Invaded zone resistivity for Rxo measurement with borehole Caliper service	LSM	1		
8a	Mobilisation charge for Dual spaced compensated neutron services	LSM	1		
8b	Demobilisation charge for Dual spaced compensated neutron services	LSM	1		
9a	Mobilisation charge for Formation density and photo-electric absorption cross-section services with borehole Caliper service	LSM	1		
9b	De Mobilisation charge for Formation density and photo-electric absorption cross-section services with borehole caliper service	LSM	1		
10a	Mobilisation charge for Natural Gamma ray services	LSM	1		
10b	De Mobilisation charge for Natural Gamma ray services	LSM	1		
11a	Mobilisation charge for Gamma Ray Spectroscopy Services	LSM	1		
11b	Demobilisation charge for Gamma Ray Spectroscopy Services	LSM	1		
12a	Mobilisation charge for Percussion type side wall core sampling services with GR positioning	LSM	1		
12b	Demobilisation charge for Percussion type side wall core sampling services with GR positioning	LSM	1		



13a	Mobilization charge for stuck up detection and backoff service	LSM	1		
13b	Demobilisation charge for stuck up detection and backoff service	LSM	1		
14a	Mobilization charge for Borehole deviation survey services	LSM	1		
14b	Demobilisation charge for Borehole deviation survey services	LSM	1		
15a	Mobilisation charge for Downhole Tension Services	LSM	1		
15b	De Mobilisation charge for Downhole Tension Services	LSM	1		
16a	Mobilisation charge for Cement Bond evaluation services including variable density type of logging & Borehole compensated sonic service	LSM	1		
16b	De Mobilisation charge for Cement Bond evaluation services including variable density type of logging & Borehole compensated sonic service	LSM	1		
17a	Mobilisation charge for Bridge plug Setting	LSM	1		
17b	Demobilisation charge for Bridge plug Setting	LSM	1		
17c	Mobilisation charge for Retainer Packer Setting	LSM	1		
17d	Demobilisation charge for Retainer Packer Setting	LSM	1		
17e	Mobilisation charge for Junk Basket	LSM	1		
17f	Demobilisation charge for Junk Basket	LSM	1		
18a	Mobilization charges for retrievable and semi-expandable through tubing perforation with standard and deep penetration charges	LSM	1		

18b	Demobilization charges for retrievable and semi-expandable through tubing perforation with standard and deep penetration charges	LSM	1		
19a	Mobilisation charge for Casing gun perforation with deep penetration and Bighole charges.	LSM	1		
19b	Demobilisation charge for Casing gun perforation with deep penetration and Big hole charges.	LSM	1		
20a	Mobilisation charge for Casing Collar Locator Services (CCL)	LSM	1		
20b	Demobilisation charge for Casing Collar Locator Services (CCL)	LSM	1		
21a	Mobilisation charge for Shooting Gamma Ray for Through Tubing Perforation	LSM	1		
21b	Demobilisation charge for Shooting Gamma Ray for Through Tubing Perforation	LSM	1		
21c	Mobilisation charge for Shooting Gamma Ray for Casing Gun Perforation	LSM	1		
21d	Demobilisation charge for Shooting Gamma Ray for Casing Gun Perforation	LSM	1		
22a	Mobilization Charges for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using explosive jet cutter	LSM	1		
22b	Demobilisation charge for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using explosive jet cutter	LSM	1		
22c	Mobilisation charge for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Severing/Colliding tool	LSM	1		
22d	Demobilisation charge for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Severing/Colliding tool	LSM	1		
23a	Mobilization charges for puncture service for 2-7/8"OD tubing to 5"OD drill pipe	LSM	1		

23b	Mobilization charges for puncture service for 2-7/8"OD tubing to 5"OD drill pipe	LSM	1		
24a	Mobilization charges for through casing cement dump bailer	LSM	1		
24b	Demobilisation charges for through casing cement dump bailer	LSM	1		
<b>Total for all standard Equipments /Service and Crew covered /Truck</b>					
25a	Mobilization charges for tool for high resolution borehole imaging services using microelectric arrays	LSM	3		
25b	Demobilisation charges for tool for high resolution borehole imaging services using micro electric arrays	LSM	3		
26a	Mobilization charges for Production logging services	LSM	3		
26b	Demobilization charges for Production logging services	LSM	3		
27a	Mobilization charges for tubing conveyed perforation services (including all accessories/equipment required for achieving underbalanced condition and killing of the well)	LSM	3		
27b	Demobilization charges for tubing conveyed perforation services (including all accessories/equipment required for achieving underbalanced condition and killing of the well)	LSM	3		
28a	Mobilization charges through tubing reservoir monitoring tool service(3 detector or more)	LSM	3		
28b	Demobilization charges through tubing reservoir monitoring tool service(3 detector or more)	LSM	3		

29a	Mobilization charges for tool for cement evaluation and pipe inspection	LSM	3		
29b	Demobilization charges for tool for cement evaluation and pipe inspection	LSM	3		
30a	Mobilization charges for dipole shear sonic imager	LSM	3		
30b	Demobilization charges for dipole shear sonic imager	LSM	3		
31a	Mobilisation charge for Pipe Conveyed Wireline Logging Services	LSM	3		
31b	De-Mobilisation charge Pipe Conveyed Wireline Logging Services	LSM	3		
32a	Mobilization charges for Data Transmission	LSM	1		
32b	Mobilization charges for Data Transmission	LSM	1		
<b>Total for all special Equipments /Service /Data Transmission</b>					

**RENTAL CHARGES FOR VARIOUS LOGGING EQUIPMENTS/SERVICES**

Sl. No.	DESCRIPTION OF SERVICES.	CIF VALUE	UNIT	QUANTITY	UNIT PRICE USD	TOTAL USD
1	Monthly rental for Logging Unit.		MONTH	24		
2	Monthly rental for wellhead Control Equipment ( BOP)		MONTH	24		
3	Monthly rental for Pressure Control Equipment for through tubing operation.		MONTH	24		
4.	Monthly rental for Fishing Equipment.		MONTH	24		
5	Monthly rental for Personnel/Crew		MONTH	24		
6	Monthly rental for Dual laterolog (deep & medium focussed laterolog resistivity) services with spontaneous potential		MONTH	24		
7	Monthly rental for Invaded zone resistivity for $R_{xo}$ measurement with Borehole Caliper services.		MONTH	24		
8	Monthly rental for Dual spaced compensated neutron services.		MONTH	24		
9	Monthly rental for Formation density and photo-electric absorption cross-section measurement with Borehole Caliper services.		MONTH	24		
10	Monthly rental for Natural Gamma ray services		MONTH	24		
11	Monthly rental for Gamma Ray Spectroscopy Services		MONTH	24		
12	Monthly rental for Percussion type side wall core sampling services with GR positioning		MONTH	24		
13	Monthly rental for stuck up detection and back off services		MONTH	24		
14	Monthly rental for Borehole deviation survey services		MONTH	24		

15	Monthly rental for Downhole Tension Services		MONTH	24		
16	Monthly rental for Borehole compensated sonic service&Cement Bond evaluation services including variable density type of logging		MONTH	24		
17a	Monthly rental for Bridge plug Setting		MONTH	24		
17b	Monthly rental for Retainer Packer Setting		MONTH	24		
17c	Monthly rental for Junk Basket		MONTH	24		
18	Monthly Rental for Retrieivable and semi éexpandable through tubing perforation with standard and deep penetration charges		MONTH	24		
19	Monthly rental for Casing gun perforation with deep penetration charges and Bighole charges.		MONTH	24		
20	Monthly rental for Casing Collar Locator Services (CCL)		MONTH	24		
21	Monthly rental for Shooting Gamma Ray Services for:					
	i) Casing Gun Perforation		MONTH	24		
	ii) Through Tubing Perforations		MONTH	24		
22	Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services					
	i)Explosive jet cutter		MONTH	24		
	ii) Severing tool		MONTH	24		
23	Monthly rental for Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe		MONTH	24		

24	Monthly rental for Through Casing Cement dump bailer		MONTH	24		
	<b>Total Monthly Rental for Standard Services/ Equipment, Truck and ,Personnel/Crew</b>					
25	Monthly rental for Tool for high resolution bore hole imaging services using micro-electric arrays		MONTH	18		
26	Monthly rental for Production Logging Services (PLT)		MONTH	18		
27	Monthly rental for Tubing Conveyed Perforation Services (Including all accessories/ equipments required for achieving underbalance condition and killing of the well)		MONTH	18		
28	Monthly rental for Through tubing reservoir monitoring tool (3 Detector or more)		MONTH	18		
29	Monthly rental for Cement Evaluation and Pipe Inspection		MONTH	18		
30	Monthly rental for Dipole Shear Sonic Imager		MONTH	18		
31	Monthly Rental for pipe conveyed wireline logging services.		MONTH	18		
32	Monthly rental for Data transmission.		MONTH	24		
	<b>Total Monthly Rental for Special Services/Tool and Data Transmission.</b>					

**Notes**

- i) Mobilization charges of the Unit and Individual tools shall not exceed one month's rental charges of the Unit/tools.
- ii) Quoted mobilization charges should not be more than 7.5% of the Total Contract Value and if quoted in excess the balance amount will be released at the end of the contract.
- iii) De-mobilization should not be less than 5% of the Total Contract Value and if quoted in deficit the balance amount shall be withheld till the end of the contract.

- iv) Prices for all Standard and Special Tools must be quoted against each tool. Exclusion of any tools, except Optional tools (Table 3, Scope of Work), required shall lead to rejection of offer.
- v) The total evaluated rental charges of the Unit including Crew Plus Standard and Special Tools for the Unit should not exceed 50% of the total estimated contract value.
- vi) The rental charges of the logging Unit per month should not exceed 45% of the monthly rental of the Unit and Standard and Special Tools for the Unit.
- vii) Monthly rental charges should not be more than 5% of the CIF Value.
- viii) The special services can be Mobilized and Demobilized up to 3 times.



**PRICE PROFORMA OPERATING CHARGES**

Currency Quoted : \_\_\_\_\_

\*\* Average well Depth: 1600m.

Sl. No.	A) OIL's Service Code – Essential Service Description ( To Hired on Monthly Rental)	Unit	Qty	Unit Rate	Total Amount
<b>A1 -Dual laterolog (deep and medium focused laterolog resistivity) services with spontaneous potential)</b>					
1	<b>Operating Charges</b>				
	i) Flat Charge for Dual laterolog (deep and medium focused laterolog resistivity) services with spontaneous potential)	No.	28		
	ii) Depth Charges for Dual laterolog (deep and medium focused laterolog resistivity) services with spontaneous potential)	Metre	44800		
	iii) Survey Charges for Dual laterolog (deep and medium focused laterolog resistivity) services with spontaneous potential)	Metre	16800		
	<b>A1 TOTAL</b>				
<b>A2- Invaded Zone Resistivity for Rxo measurement with borehole caliper</b>					
2	<b>Operating Charges</b>				
	i) Flat Charge for Invaded Zone Resistivity for Rxo measurement with borehole caliper	No.	28		
	ii) Depth Charges for Invaded Zone Resistivity for Rxo measurement with borehole caliper	Metre	44800		
	iii) Survey Charges for Invaded Zone Resistivity for Rxo measurement with borehole caliper	Metre	16800		
	<b>A2 TOTAL</b>				
<b>A3- Dual Spaced Compensated Neutron Services</b>					
	<b>Operating Charges</b>				

3	i) Flat Charge for Dual Spaced Compensated Neutron Services	No.	28		
	ii) Depth Charges for Dual Spaced Compensated Neutron Services	Metre	44800		
	iii) Survey Charges for Dual Spaced Compensated Neutron Services	Metre	16800		
<b>A3 TOTAL</b>					
<b>A4- Formation Density &amp; Photo Electric Absorption Cross Section Measurement with Borehole Caliper Services</b>					
4	<b>Operating Charges</b>				
	i) Flat Charge for Formation Density & Photo Electric Absorption Cross Section Measurement with Borehole Caliper Services	No.	28		
	ii) Depth Charges for Formation Density & Photo Electric Absorption Cross Section Measurement with Borehole Caliper Services	Metre	44800		
	iii) Survey Charges for Formation Density & Photo Electric Absorption Cross Section Measurement with Borehole Caliper Services	Metre	16800		
<b>A4 TOTAL</b>					
<b>A5- Natural Gamma ray services.</b>					
5	<b>Operating Charges</b>				
	i) Flat Charge for Natural Gamma ray services.	No.	28		
	ii) Depth Charges for Natural Gamma ray services.	Metre	44800		
	iii) Survey Charges for Natural Gamma ray services.	Metre	16800		
<b>A5 TOTAL</b>					

<b>A6- Gamma ray Spectroscopy Service</b>					
6	<b>Operating Charges</b>				
	i) Flat Charge for Gamma ray Spectroscopy Services	No.	28		
	ii) Depth Charges Gamma ray Spectroscopy Services	Metre	44800		
	iii) Survey Charges for Gamma ray Spectroscopy Services	Metre	16800		
<b>A6 TOTAL</b>					
<b>A7- Percussion Type Side Wall Core Sampling Gun Services with Gamma Ray Positioning</b>					
7	<b>Operating Charges</b>				
	i) Flat Charge for Percussion Type Side Wall Core Sampling Gun Services with Gamma Ray Positioning	No.	18		
	ii) Depth Charges for Percussion Type Side Wall Core Sampling Gun Services with Gamma Ray Positioning	Metre	28800		
	iii) Survey Charges for Percussion Type Side Wall Core Sampling Gun Services with Gamma Ray Positioning	Sample	432		
<b>A7 TOTAL</b>					
<b>A8- Stuck up Detection and Back-off Services.</b>					
8	<b>Operating Charges</b>				
	i) Flat Charge for Stuck up Detection	No	05		
	ii) Depth Charges for Stuck up Detection	Metre	8000		
	iii) Survey Charges for Stuck up Detection	Metre	2500		
	iv) Flat Charge for Back off Services.	No.	05		
	v) Depth Charges for Back off Services.	Metre	8000		

	vi) Survey Charges forBack off Services.	No.	05		
	<b>A8 TOTAL</b>				
<b>A9- Borehole deviation survey services</b>					
9	<b>Operating Charges</b>				
	i) Flat Charge for Borehole deviation survey services	No.	10		
	ii) Depth charge for Borehole deviation survey services	Metre	16000		
	iii)Survey Charges for Borehole deviation survey services	Metre	6000		
	<b>A9 TOTAL</b>				
<b>A10-Downhole Tension Services</b>					
10	<b>Operating Charges</b>				
	i) Flat Charge for Downhole Tension Services	No.	100		
	ii) Depth charge for Downhole Tension Services	Metre	160000		
	iii) Survey Charges for Downhole Tension Services	Metre	60000		
	<b>A10 TOTAL</b>				
<b>A11 – Cement Bond evaluation services including variable density type of logging &amp;Borehole compensated sonic service</b>					
11	<b>Operating Charges</b>				
	i) Flat charge for Cement Bond evaluation services including variable density type of logging	No.	50		
	ii) Depth charge for Cement Bond evaluation services including variable density type of logging	Metre	80000		

	iii) Survey Charge for Cement Bond evaluation services including variable density type of logging	Metre	70000		
	iv) Flat Charge for Borehole compensated sonic service	No.	23		
	v) Depth Charges for Borehole compensated sonic service	Metre	36800		
	vi) Survey Charges forBorehole compensated sonic service	Metre	13800		
	<b>A11 TOTAL</b>				
<b>A12 (I) - Bridge plug Setting</b>					
12	<b>Operating Charge</b>				
	i) Flat Charge for Bridge plug Setting	No.	20		
	ii) Depth Charges for Bridge plug Setting	Metre	32000		
	iii) Survey Charges forBridge plug Setting	No.	20		
	<b>A12(I) TOTAL</b>				
<b>A12(II) - Retainer Packer Setting</b>					
13	<b>Operating Charges</b>				
	i) Flat Charge Retainer Packer Setting	No.	13		
	ii) Depth Charges for Retainer Packer Setting	Metre	20800		
	iii) Survey Charges forRetainer Packer Setting	No.	13		
	<b>A12(II) TOTAL</b>				
<b>A12(III) - Junk Basket</b>					
	<b>Operating Charges</b>				
	i) Flat Charge for Junk Basket	No.	50		

14	ii) Depth Charges for Junk Basket	Metre	80000		
	iii) Survey Charges forJunk Basket	Per Run.	50		
	<b>A12(III) TOTAL</b>				
<b>A-13 Retrievable and semi Expandable Through Tubing Perforations with deep penetration charge (4 spf /6 spf )</b>					
15	<b>Operating Charge</b>				
	i) Flat Charge for Through Tubing Perforations Spiral with deep penetration charge (4 spf)	No.	5		
	ii) Depth charge Through Tubing Perforations Spiral with deep penetration charge (4 spf)	Metre	8000		
	iii) Survey Charges for Through Tubing Perforations Spiral with deep penetration charge (4 spf)	Perf. Per Metre	15		
	iv) Flat Charge for Through Tubing Perforations Spiral with deep penetration charge (6 spf)	No.	15		
	v) Depth charge Through Tubing Perforations Spiral with deep penetration charge (6 spf)	Metre	24000		
	vi) Survey Charges for Through Tubing Perforations Spiral with deep penetration charge (6 spf)	Perf. Per Metre	45		
	vii) Flat Charge for Through Tubing Perforations zero phase with deep penetration charge (4 spf)	No.	5		
	viii) Depth charge Through Tubing Perforations zero phase with deep penetration charge (4 spf)	Metre	8000		
	ix) Survey Charges for Through Tubing Perforations zero phase with deep penetration charge (4 spf)	Perf. Per Metre	15		

	x) Flat Charge for Through Tubing Perforations zero phase with deep penetration charge (6 spf)	No.	25		
	xi) Depth charge Through Tubing Perforations zero phase with deep penetration charge (6 spf)	Metre	40000		
	xii) Survey Charges for Through Tubing Perforations zero phase with deep penetration charge (6 spf)	Perf. Per Metre	75		
	xiii) Flat Charge for Through Tubing Perforations Blank off charge	No.	25		
	xiv) Depth charge Through Tubing Perforations Blank off charge	Metre	40000		
	xv) Survey Charges for Through Tubing Perforations Blank off charge	Blank-off Per Metre	25		
	<b>A13 TOTAL</b>				
<b>A-14 Casing gun perforation with deep penetration charges and Bighole charges</b>					
16	<b>Operating Charges</b>				
	i) Flat Charge for Casing gun perforation with deep penetration charges 6 spf with gun size 3 ½” to 3 ⅜”	No.	15		
	ii) Depth charge forCasing gun perforation with deep penetration charges 6 spf with gun size 3 ½” to 3 ⅜”	Metre	24000		
	iii) Survey Charge for Casing gun perforation with deep penetration charges 6 spf with gun size 3 ½” to 3 ⅜”	Metre	45		
	iv) Flat Charge for Casing gun perforation with deep penetration charges 6 spf with gun size 4 ½” to 4 ⅝”	No.	30		

	v) Depth charge for Casing gun perforation with deep penetration charges 6 spf with gun size 4 ½” to 4 5/8”	Metre	48000		
	vi) Survey charge for Casing gun perforation with deep penetration charges 6 spf with gun size 4 ½” to 4 5/8”	Metre	90		
	vii) Flat Charge for Casing gun perforation with Big hole charges 6 spf with gun size 3 ½” to 3 3/8”	No.	3		
	viii) Depth charge forCasing gun perforation with Big hole charges 6 spf with gun size 3 ½” to 3 3/8”	Metre	4800		
	ix) Survey Charge for Casing gun perforation with Big hole charges 6 spf with gun size 3 ½” to 3 3/8”	Metre	9		
	x) Flat Charge for Casing gun perforation with Big hole charges 6 spf with gun size 4 ½” to 4 5/8”	No.	3		
	xi) Depth charge forCasing gun perforation with Big hole charges 6 spf with gun size 4 ½” to 4 5/8”	Metre	4800		
	xii) Survey Charge for Casing gun perforation with Big hole charges 6 spf with gun size 4 ½” to 4 5/8”	Metre	9		
	<b>A14 TOTAL</b>				
<b>A-15 Casing Collar Locator Services (CCL)</b>					
17	<b>Operating Charges</b>				
	i) Flat Charge for Casing Collar Locator Services (CCL )	No.	130		
	ii) Depth charge for Casing Collar Locator Services (CCL)	Metre	2,08,000		



	iii) Survey Charges for Casing Collar Locator Services (CCL)	Metre	39000		
	<b>A15 TOTAL</b>				
<b>A16(I) - Shooting Gamma Ray for Through Tubing Perforation</b>					
	<b>Operating Charges</b>				
18	i) Flat Charge for Shooting Gamma Ray for Through Tubing Perforation	No.	10		
	ii) Depth Charges for Shooting Gamma Ray for Through Tubing Perforation	Metre	16000		
	iii) Survey Charges for Shooting Gamma Ray for Through Tubing Perforation	Metre	3000		
	<b>A16(I) TOTAL</b>				
<b>A16(II) - Shooting Gamma Ray for Casing Gun Perforation</b>					
	<b>Operating Charges</b>				
19	i) Flat Charge for Shooting Gamma Ray for Casing Gun Perforation	No.	10		
	ii) Depth Charges for Shooting Gamma Ray for Casing Gun Perforation	Metre	16000		
	iii) Survey Charges for Shooting Gamma Ray for Casing Gun Perforation	Metre	3000		
	<b>A16(II) TOTAL</b>				
<b>A17(I)- Explosives Jet Cutter for 2 7/8” OD Tubing</b>					
	<b>Operating Charges</b>				
20	i) Flat Charge for Explosives Jet Cutter for 2 7/8” OD Tubing	No.	02		
	ii) Depth charge for Explosives Jet Cutter for 2 7/8” OD Tubing	Metre	3200		

	iii) Survey Charges for Explosives Jet Cutter for 2 7/8" OD Tubing	No	02		
	<b>A17(I) TOTAL</b>				
<b>A17(II) -Explosives Jet Cutter for 5 ½" OD Casing.</b>					
21	<b>Operating Charges</b>				
	i) Flat Charge for Explosives Jet Cutter for 5 1/2"" OD Tubing	No.	02		
	ii) Depth charge for Explosives Jet Cutter for 2 7/8" OD Tubing	Metre	3200		
	iii) Survey Charges for Explosives Jet Cutter for 2 7/8" OD Tubing	No	02		
	<b>A17(II) TOTAL</b>				
<b>A17(III) -Explosives Jet Cutter for 7" OD Casing.</b>					
22	<b>Operating Charges</b>				
	i) Flat Charge for Explosives Jet Cutter for 7 " OD Tubing	No.	02		
	ii) Depth charge for Explosives Jet Cutter for 7 " OD Tubing	Metre	3200		
	iii) Survey Charges for Explosives Jet Cutter for 7 " OD Tubing	No	02		
	<b>A17(III) TOTAL</b>				
<b>A17(IV) -Explosives Jet Cutter for 9 5/8" OD Casing.</b>					
23	<b>Operating Charges</b>				
	i) Flat Charge for Explosives Jet Cutter for 9 5/8 " OD Tubing	No.	02		
	ii) Depth charge for Explosives Jet Cutter for 9 5/8 " OD Tubing	Metre	3200		

	iii) Survey Charges for Explosives Jet Cutter for 9 5/8 " OD Tubing	No	02		
	<b>A17(IV) TOTAL</b>				
<b>A17(V) - Severing for 2 7/8" SLH 90 D/Pipe.</b>					
24	<b>Operating Charges</b>				
	i) Flat Charge for Severing for 2 7/8" SLH 90 D/Pipe.	No.	02		
	ii) Depth charge for Severing for 2 7/8" SLH 90 D/Pipe.	Metre	3200		
	iii) Survey Charges for Severing for 2 7/8" SLH 90 D/Pipe.	No	02		
	<b>A17(V) TOTAL</b>				
<b>A17(VI)-Severing for 4 1/2" OD D/Pipe.</b>					
25	<b>Operating Charges</b>				
	i) Flat Charge for Severing for 4 1/2" OD D/Pipe.	No.	02		
	ii) Depth charge for Severing for 4 1/2" OD D/Pipe.	Metre	3200		
	iii) Survey Charges for Severing for 4 1/2" OD D/Pipe.	No	02		
	<b>A17(VI) TOTAL</b>				
<b>A17(VII) -Severing for 5" OD D/Pipe.</b>					
26	<b>Operating Charges</b>				
	i) Flat Charge for Severing for 5" OD D/Pipe.	No.	02		
	ii) Depth charge for Severing for 5" OD D/Pipe.	Metre	3200		
	iii) Survey Charges for Severing for 5" OD D/Pipe.	No	02		

	<b>A17(VII) TOTAL</b>						
<b>A17(VIII-) Severing for 6.5” OD D/Collar.</b>							
27	<b>Operating Charges</b>						
	i) Flat Charge for Severing for 6.5” OD D/Collar	No.	02				
	ii) Depth charge for Severing for 6.5” OD D/Collar	Metre	3200				
	iii) Survey Charges for Severing for 6.5” OD D/Collar	No	02				
	<b>A17(VIII) TOTAL</b>						
<b>A17(IX) -Severing for 8” OD D/Collar.</b>							
28	<b>Operating Charges</b>						
	i) Flat Charge for Severing for 8” OD D/Collar	No.	02				
	ii) Depth charge for Severing for 8” OD D/Collar	Metre	3200				
	iii) Survey Charges for Severing for 8” OD D/Collar	No	02				
	<b>A17(IX) TOTAL</b>						
<b>A17(X)- Severing for 9 1/2" OD D/Collar.</b>							
29	<b>Operating Charges</b>						
	i) Flat Charge for Severing for 9 1/2” OD D/Collar	No.	02				
	ii) Depth charge for Severing for 9 1/2” OD D/Collar	Metre	3200				
	iii) Survey Charges Severing for 9 1/2” OD D/Collar	No	02				
	<b>A17(X) TOTAL</b>						
<b>A18- Puncture services for 2.7/8” OD tubing to 5 “ OD drill pipe</b>							
	<b>Operating Charges</b>						

30	i) Flat Charge for Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	No.	05		
	ii) Depth charge for Through Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	Metre	8000		
	iii) Survey Charges for Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	No.	05		
<b>A18 TOTAL</b>					
<b>A19- Through Casing Cement dump Bailer</b>					
31	<b>Operating Charges</b>				
	i) Flat Charge for Through Casing Cement dump Bailer	No.	05		
	ii) Depth charge for Through Casing Cement dump Bailer	Metre	8000		
	iii) Survey Charges for Through Casing Cement dump Bailer pipe	No.	05		
<b>A19 TOTAL</b>					
<b>TOTAL OPERATING CHARGES FOR ALL STANDARD SERVICE/TOOL</b>					
<b>S1- Tool for high resolution bore hole imaging services using micro electric arrays</b>					
32	<b>Operating Charges</b>				
	i) Flat Charge for Tool for high resolution bore hole imaging services using micro-electric arrays	No.	16		
	ii) Depth Charges for Tool for high resolution bore hole imaging services using micro-electric arrays.	Metre	25600		
	iii) Survey Charges for Tool for high resolution bore hole imaging services using micro-electric arrays.	Metre	8000		
<b>S1 TOTAL</b>					

<b>S2- Production Logging Stack Services:</b>					
33	<b>Operating Charges</b>				
	i) Flat Charge for Production Logging Stack Services.	No.	05		
	ii) Depth Charges for Tool Production Logging Stack Services.	Metre	8000		
	iii) Survey Charges for :				
	a) Temperature Measurement	Metre.	1000		
	b) Pressure Measurement.	No.	50.		
	c) Fluid Velocity Measurement.	No.	25.		
	d) Fluid Density Measurement.	No.	25.		
	e) Hold-up Measurement.	No.	25.		
	f) GR/CCL.	Metre.	1000		
<b>S2 TOTAL</b>					
<b>S3- Tubing conveyed perforation</b>					
	<b>Operating Charge</b>				
	i) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun ( 6 spf) with Hydraulic firing Head	No.	2		
	ii) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun ( 6 spf) with Hydraulic firing Head	Metre	3200		
	iii) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun ( 6 spf) with	Perf. Per Metre	6		

34	Hydraulic firing Head)				
	iv) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun ( 6 spf) with Mechanical firing Head	No.	2		
	v) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun ( 6 spf) with Mechanical firing Head	Metre	3200		
	vi) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun ( 6 spf) with Mechanical firing Head)	Perf. Per Metre	6		
	vii) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun ( 6 spf) with Redundant firing Head	No.	1		
	viii) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun ( 6 spf) with Redundant firing Head	Metre	1600		
	ix) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun ( 6 spf) with Redundant firing Head)	Perf. Per Metre	3		
	x) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun ( 12 spf) with Hydraulic firing Head	No.	2		
	xi) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun ( 12 spf) with Hydraulic firing Head	Metre	3200		
	xii) Survey Charges for Tubing conveyed Perforation with shoot and drop	Perf. Per	6		

mechanism for 4 1/2" gun ( 12 spf) with Hydraulic firing Head	Metre			
xiii) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun ( 12 spf) with Mechanical firing Head	No.	2		
xiv) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun ( 12 spf) with Mechanical firing Head	Metre	3200		
xv) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun ( 12 spf) with Mechanical firing Head	Perf. Per Metre	6		
xvi) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun ( 12 spf) with Redundant firing Head	No.	1		
xvii) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun ( 12 spf) with Redundant firing Head	Metre	1600		
xviii) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun ( 12 spf) with Redundant firing Head.	Perf. Per Metre	3		
xix) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Hydraulic firing Head	No.	2		



xx) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Hydraulic firing Head	Metre	3200		
xxi) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Hydraulic firing Head	Perf. Per Metre	6		
xxii) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Mechanical firing Head	No.	2		
xxiii) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Mechanical firing Head	Metre	3200		
xxiv) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Mechanical firing Head	Perf. Per Metre	6		
xxv) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Redundant firing Head	No.	1		
xxvi) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Redundant firing Head	Metre	1600		

xxvii) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Redundant firing Head	Perf. Per Metre	3		
xxviii) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun ( 6 spf) with Hydraulic firing Head	No.	2		
xxix) Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun ( 6 spf) with Hydraulic firing Head	Metre	3200		
xxx) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun ( 6 spf) with Hydraulic firing Head	Perf. Per Metre	6		
xxxi) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun ( 6 spf) with Mechanical firing Head	No.	2		
xxxii) Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun ( 6 spf) with Mechanical firing Head	Metre	3200		
xxxiii) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun ( 6 spf) with Mechanical firing Head	Perf. Per Metre	6		
xxxiv) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun ( 6 spf) with Redundant firing Head	No.	1		
xxxv) Depth charge Tubing conveyed Perforation with shoot and pull	Metre	1600		

mechanism for 3 3/8" gun ( 6 spf) with Redundant firing Head				
xxxvi) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun ( 6 spf) with Redundant firing Head	Perf. Per Metre	3		
xxxvii) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun ( 12spf) with Hydraulic firing Head	No.	2		
xxxviii) Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun ( 12spf) with Hydraulic firing Head	Metre	3200		
xxxix) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun ( 12spf) with Hydraulic firing Head	Perf. Per Metre	6		
xl) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun ( 12 spf) with Mechanical firing Head	No.	2		
xli) Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun ( 12 spf) with Mechanical firing Head	Metre	3200		
xl ii) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun ( 12 spf) with Mechanical firing Head	Perf. Per Metre	6		
xl iii) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun ( 12 spf) with Redundant firing Head	No.	1		
xl iv) Depth charge Tubing conveyed Perforation shoot and pull mechanism for	Metre	1600		

4 1/2" gun ( 12 spf) with Redundant firing Head				
xlvi) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun ( 12 spf) with Redundant firing Head	Perf. Per Metre	3		
xlvi) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 7" gun ( 12 spf) with Hydraulic firing Head	No.	2		
xlvi) Depth charge Tubing convey Perforation with shoot and pull mechanism for 7" gun ( 12 spf) with Hydraulic firing Head	Metre	3200		
xlvi) Survey Charges for Tubing convey Perforation with shoot and pull mechanism for 7" gun ( 12 spf) with Hydraulic firing Head	Perf. Per Metre	6		
xlix) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 7" gun ( 12 spf) with Mechanical firing Head	No.	2		
l) Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 7" gun ( 12 spf) with Mechanical firing Head	Metre	3200		
li) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 7" gun ( 12 spf) with Mechanical firing Head	Perf. Per Metre	6		
lii) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 7" gun ( 12 spf) with	No.	1		

	Redundant firing Head				
	liii) Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 7” gun ( 12 spf) with Redundant firing Head	Metre	1600		
	liv) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 7” gun ( 12 spf) with Redundant firing Head	Perf. Per Metre	3		
	<b>S3 TOTAL</b>				
<b>S4 Through tubing reservoir monitoring Services (3 Detector or more)</b>					
35	<b>Operating Charges</b>				
	i) Flat Charge for Through tubing reservoir monitoring Services (3 Detector or more)	No.	5		
	ii) Depth Charges for Through tubing reservoir monitoring Services (3 Detector or more)	Metre	8000		
	iii) Survey Charges Through tubing reservoir monitoring Services (3 Detector or more)	Metre	1000		
	<b>S4 TOTAL</b>				
<b>S5- Cement Evaluation And Pipe Inspection</b>					
36	<b>Operating Charges</b>				
	i) Flat Charge for Cement Evaluation And Pipe Inspection	No.	15		
	ii) Depth Charges for Cement Evaluation And Pipe Inspection	Metre	24000		
	iii) Survey Charges for Cement Evaluation And Pipe Inspection	Metre	27000		

	S5 TOTAL					
S6- Dipole Shear Sonic Imager						
37	Operating Charges					
	i) Flat Charge for Dipole Shear Sonic Imager	No.	18			
	ii) Depth Charges for Dipole Shear Sonic Imager	Metre	28800			
	iii) Survey Charges for Dipole Shear Sonic Imager	Metre	10800			
	S6 TOTAL					
S7- Pipe Conveyed Wire line Logging Services						
38	Operating Charges					
	i) Flat Charge for Tool for Pipe Conveyed Wire line Logging Services	No.	05			
	ii) Depth Charges for Tool for Pipe Conveyed Wire line Logging Services	Metre	8000			
	iii) Survey Charges for Pipe Conveyed Wire line Logging Services	Metre	5000			
	S7 TOTAL					
TR5- Data Transmission						
39	Operating Charges					
	i) Flat Charge for Data Transmission	No.	05			
	ii) Survey charges for Data Transmission	Per Hr	25			
	TR5 TOTAL					
TOTAL OPERATING CHARGES FOR ALL SPECIAL TOOL/ SERVICES.						

Note:

- i) No deviation surcharge shall be applicable separately.
- ii) GR Log run (except GR Spectroscopy services) for correlation or depth control purposes in any combination should be at no separate charge. GR Spectroscopy services to be run only when indented.
- iii) Depth determination not preceding any other operation (DD-NPO): The first run with required size of dummy, GR, and /or CCL and any subsequent runs with variable, size, weight and length of dummy as ordered by OIL shall be treated as separate DD-NPO run and DD charges payable to such extent. Details of each charge shall be indicated on job completion report and verified by witness.
- iv) Depth Determination preceding any other operation (DD-PO): One run for each depth determination/hole probing required to any such operation such as perforation/wireline cutter/ string shot/ junk basket before plug, packer setting and any through tubing operation with PLT, and other tool should not carry any additional charge to OIL as quoted charge for the service should be inclusive of dummy run. If the first such run does not descend to the desired depth, it shall be treated as DD-PO run. In such case, if OIL decides to run the ordered service and job is completed, no DD charge shall be payable. However on the event of ordered service cannot be completed, then one DD charge will be payable.
- v) Bidders have to submit the processing with interpretation reports for the Service Codes PS-1 (I), PS-2, PS-3, PS-4 and PS-5, cost of which is to be included in operating cost ( Price proforma-A2).
- vi) Total Operating including processing charges wherever applicable should be between 50% and 100% of total monthly rentals of that particular Tool/equipment/services.

**RATES FOR DATA PROCESSING AND INTERPRETATION SERVICES.****PRICE PROFORMA-A3.**

Currency Quoted : \_\_\_\_\_

PS1-(II) – Borehole stability Analysis and Prediction of safe Mud window.					
1	Processing and Interpretation charges				
	iv) Flat Charge for Borehole stability Analysis and Prediction of safe Mud window	No.	05		
	v) Processing and Interpretation charges Borehole stability Analysis and Prediction of safe Mud window	Metre	2500		
	PS1(II) TOTAL				
PS1-(III) – Geo-mechanical modelling ( as detailed in Table-2 of Scope of Works)					
2	Processing and Interpretation Charges				
	i) Flat Charge for Geo-mechanical modelling	No.	05		
	PS1 (III) TOTAL				
PS1-(IV): Sand Ingression Analysis ( as detailed in Table-2 of Scope of Works)					
3	Processing and Interpretation Charges				
	i) Flat Charge for Sand Ingression Analysis	No.	05		
	PS1 (IV) TOTAL				
	P-Basic: Interpretation (probabilistic method) of standard log data (Gamma ray - Resistivity - porosity - density - sonic log and/or other available data) for quantitative analysis of lithology/ mineralogy, effective & total porosity, permeability, fluid saturation (movable/residual) & fluid type.				
4	P-Basic : Processing and Interpretation charges				
	i) Flat Charge for P-Basic (Basic Log Interpretation)	No.	05		
	ii) Processing and Interpretation Charge for P-Basic (Basic Log Interpretation).	Metre	1000		
	P-BASIC TOTAL				

**Note:1)** Bidders have to quote the processing charge for Service Codes PS-1 (II), PS-1(III), PS-1(IV) and P-Basic as per the Price Profoma-A3. Bidders will have to process for service codes PS-1 (II), PS-1(III), PS-1(IV) and P-Basic of data of any of OIL's wells anywhere in the world, recorded by OIL or any other service provider.



**OPTIONAL TOOLS SERVICES PRICE PROFORMA A4**

Currency Quoted : .....

SL NO	Service Code	DESCRIPTION OF TOOL/SERVICES	Mob/Demob Charges			Charges if mobilized as per Monthly Rental Scheme	Operating cost			
			CIF Vule	Charges per Mobilization	Charges per Demobilization	Fixed monthly charges	Estimated Requirement in month	Job unit	Cost per job unit including processing, if any**	Depth Charge per metre
			a	b	c	d	e	f	g	h
1	OS-1	Down Hole Video					2	Survey, per 100m		
2	OS-2	<b>Dynamic Formation Testing Services:</b>								
		i) Dynamic Formation Testing Services with Pump Out Module, Spectral / Resonance Based Fluid Analyzer, quartz pressure gauge and Fluid samplers (PVT)					2	Per Sample Per Pretest		
		ii) Dynamic Formation Testing Services with dual Packer.					2	Per Sample Per Pretest		

3	OS-3	<b>Multi Finger Imaging Tool Services (MIT)</b>								
		i) 24 Finger Extended					1	Survey, per 100m		
		ii) 40 Finger standard.					1	Survey, per 100m		
4	OS-4	Elemental Capture Spectroscopy logging (ECS/GEM or equivalent)					2	Survey, per 150m		
5	OS-5	i)Through tubing bridge plug					1	1 Plug setting per job		
		ii) Through-tubing cement dump bailer					1	1 Bailer run per Job		

**Note:**

- Bidders should quote for Optional tools/services, if they possess the same or provided the same by taking from third party /parties.
- The charges quoted for the Tools on call (optional) services covered under this Price Proforma-A4 i.e. (Optional Tools Service) will not be considered for Bid Evaluation.
- If company requires, Bidder has to provide services of any tools from the above list for which they have quoted. Such tools will be utilized with already mobilized logging unit of the successful bidder. Therefore bidder should not include any Logging unit, Crew Charges etc. on the above rates.
- Company may mobilize tools on monthly/daily rental basis depending on requirement. For the number of days used, monthly rate will be prorated.
- Prices of optional tools/services on FOR-Destination Basis.
- Prices Quoted should be Inclusive all Taxes and Duties Except GST and Customs Duty.
- Monthly rental charges should not be more than 5% of the CIF Value.

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**Tender No. : CJGxxxxP19**

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

Srl #	Item Description	Qty / Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable ? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											
<p><b>(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".</b></p>											
<p><b>(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".</b></p>											
<p><b>(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".</b></p>											

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

Seal of the Bidder:

\*\*\*

**BID FORM**

To  
OIL INDIA LIMITED  
For DGM-SERVICES  
RAJASTHAN PROJECT  
JODHPUR-342005

**Sub: IFB No. CJG8319P19**

*Gentlemen,*

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of estd. Annual contract value for the due performance of the Contract.

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

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

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

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

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

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

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

**Seal of the Bidder:**

**Tender No. : CJG8319P19**

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

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

**(Authorised Signatory).**

**Name of the Bidder**\_\_\_\_\_

**NOTE:** OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

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

Ref. No.

Bank Guarantee No.

TO  
OIL INDIA LIMITED  
For DGM-SERVICES  
RAJASTHAN PROJECT  
JODHPUR-342005

WHEREAS, (Name of Bidder) ..... (hereinafter called "the Bidder") has submitted their Bid No. .... dated ..... for the provision of certain OILFIELD services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the "Company")'s IFB No. .... KNOW ALL MEN by these presents that we (Name of Bank) ..... of (Name of country) ..... having our registered office at ..... (hereinafter called "the Bank") are bound unto the Company in the sum of (.....)\* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this ..... Day of ..... , 2016.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

2. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or

- fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;

Or

3. If the Bidder furnishes fraudulent document/information in their bid

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

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank & Address.....

Witness .....

Address.....

-----  
(Signature, Name and Address)

Date.....

Place.....

- 
- The Bidder should insert the amount of the guarantee in words and figuresdenominated in the currency of the Company's country or an equivalentamount in a freely convertible currency.
  - The Date of Expiry of Bank Guarantee should be 210 days after the bid closingdate as stated in the tender document

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

***Signature& Seal of the Bank***

**NOTE :** Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid.

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

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

\*\*\*

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)\***

To:

(Name of Company .....)

(Address of Company .....)

WHEREAS (Name and address of Contractor) ..... (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No..... Dated ..... 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 by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND

WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)\*\* ..... (in words) ..... such sum being payable in the type 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 the guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the Contract or of 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 release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)\*\*(calculated at **3 months** after Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank

.....

Address :.....

.....

Date :.....

\* Bidders are NOT required to complete this form while submitting the bid.

\*\*An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the



Contract or in a freely convertible currency acceptable to the Company as per para 29.0 of Part-1.

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

***Signature& Seal of the Bank***

**NOTE :** Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid.

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

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

\*\*\*

**AGREEMENT FORM**

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of 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 Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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

- (a) General Conditions of Contract, (Part-3, Section-I)
- (b) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- (c) Special Conditions of Contract, (Part-3, Section-III)
- (d) Schedule of Services/Schedule of Rates, (Part-3, Section-IV)
- (e) Estimated CIF value of items at the time of import, (Proforma-B)
- (f) Price Bid Format, (Proforma-A)
- (g) Performance Security Form, (Proforma-F)
- (h) Agreement Form, (Proforma-G)
- (i) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company( Attachment – I)
- (j) Parent Company/Subsidiary Company Guarantee (Attachment – II)

- (k) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary /Co-Subsidiary ( Attachment –III)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 (Appendix-B)

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 Jodhpur, Rajasthan 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.

---

\* Bidders are NOT required to complete this form.

**PROFORMA LETTER OF AUTHORITY**

TO

**DGM (M&C)**

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

**Sub: OIL's IFB No. CJG8319P19**

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,

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

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

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

**Seal of the Bidder:**

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

**AUTHORISATION FOR ATTENDING BID OPENING**

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

TO

**DGM (M&C)**

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. CJG8319P19**

We hereby authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / PriceBid Opening and for any subsequent correspondence / communication of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

\*\*\*

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

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

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

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

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if

there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



shall compensate the Principal only to the extent of the damage in the amount proved.

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

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

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

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

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

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

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

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

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

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

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

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

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

under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness 1: .....

Witness 2: .....

Place.

Date .

-----  
NAME OF INDEPENDENT EXTERNAL MONITOR:

- i.       SHRIRAJIV MATHUR, IPS(Retd)  
Former Director, IB, Govt. of India  
E-mail : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- ii.      SHRI SATYANANDA MISHRA, IAS(Retd.)  
Former Chief Information Commissioner of India &  
Ex-Secretary, DOPT, Govt. of India  
E-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
- iii.     Shri Jagmohan Garg,  
Ex Vigilance Commissioner, CVC  
E-Mail ID: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

\*\*\*\*\*

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s... .. (Name of the Bidder) for the last three (3) completed accounting years upto ..... (as the case may be) are correct.

<b>YEAR</b>	<b>TURN OVER</b> <b>In INR Crores / US\$ Million*</b>	<b>NET WORTH</b> <b>In INR Crores / US \$ Million</b> <b>*</b>

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

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[\* Applicable only for GLOBAL tenders.]

\*\*\*

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / WHOLLY OWNED  
SUBSIDIARY COMPANY (As the case may be)**

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

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

WHEREAS

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

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

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

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

For and on behalf of (Bidder)

For and on behalf of

(Parent Company/Subsidiary Company (Delete  
whichever not applicable))

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)**

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

**DEED OF GUARANTEE**

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

**WHEREAS**

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, 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 / **Wholly Owned 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.

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.

4. 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.
5. 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.
6. 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.
7. 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 shall be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee shall 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 shall be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company shall 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 Companies 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.

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**GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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-Contractors.

2.0 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 the Company PPE schedule. Safety appliances like protect 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.

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

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The 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

7.0 All persons deployed by the Contractor for working in 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.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. 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.

9.0 The return shall be submitted quarterly (by 10<sup>th</sup> 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.

10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 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.

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

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

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

16.0 The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres 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.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

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

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

20.0 A Contractor employee must, while at work, co-operate 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.

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

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 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.

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**Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

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**Provisions for procurement of Services pertaining to Oil & Gas business activities covered under Purchase preference Policy (linked with Local Content) (PP-LC).**

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 Mo&PNG

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 **20%**
- 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 Enclosure . III 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 Mo&PNG 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 Enclosure-III 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 INR. 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 Enclosure B) equivalent to the amount of PBG.

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**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~~ the CONTRACT<sup>q</sup> which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the ~~CONTRACTOR~~ CONTRACTOR<sup>q</sup> 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~~ the Bank<sup>+</sup>, 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<sup>q</sup> liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

WITNESS NO.1

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

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(in legible letters)  
With Bank

WITNESS NO.2

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

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

**Formats for calculation of Local Content in Goods/Services/EPC Contracts:**

**SERVICE::** ( As per Enclosure III of PP-LC Policy)

**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
<b>A</b>	<b>Cost component</b>						
	<b>I. Material used cost</b>	Rs./Foreign Currency					
	<b>II. Personnel &amp; Consultant cost</b>	Rs./Foreign Currency					
	<b>III. Other services cost</b>	Rs./Foreign Currency					
	<b>IV. Total cost (I to IV)</b>	Rs./Foreign Currency					
<b>B</b>	<b>Taxes and Duties</b>	Rs./Foreign Currency					
<b>C</b>	<b>Total quoted price</b>	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)*

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**--END OF TENDER DOCUMENT--**