



Date: 09.07.2018

**FORWARDING LETTER**

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

\_\_\_\_\_

**Sub: IFB No.CJG-8546-P19 FOR HIRING OF MUD ENGINEERING AND DRILLING WASTE MANAGEMENT SERVICES ALONG WITH CHEMICALS FOR THIRTEEN (13) NOS OF WELLS 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 Mud Engineering and Drilling Waste Management Services along with Chemicals for thirteen (13) nos. of wells 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-8546-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>10.07.2018 to 14.08.2018</b>
d. Bid Closing Date & Time	<b>21.08.2018 at 11-00 hrs (IST)</b>
e. Bid (Technical) Opening Date & Time	<b>21.08.2018 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 25,44,000/- or US\$ 37,200/-
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 provision of extension by another one year or part thereof and also with early termination clause.
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>07.08.2018</b>
<b>s. Last Date of submission of Pre-Bid Queries</b>	<b>05.08.2018</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 **07.08.2018** 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 **05.08.2018**.

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 **05.08.2018**. 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 **05.08.2018** 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, Saraswati Nagar, 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.

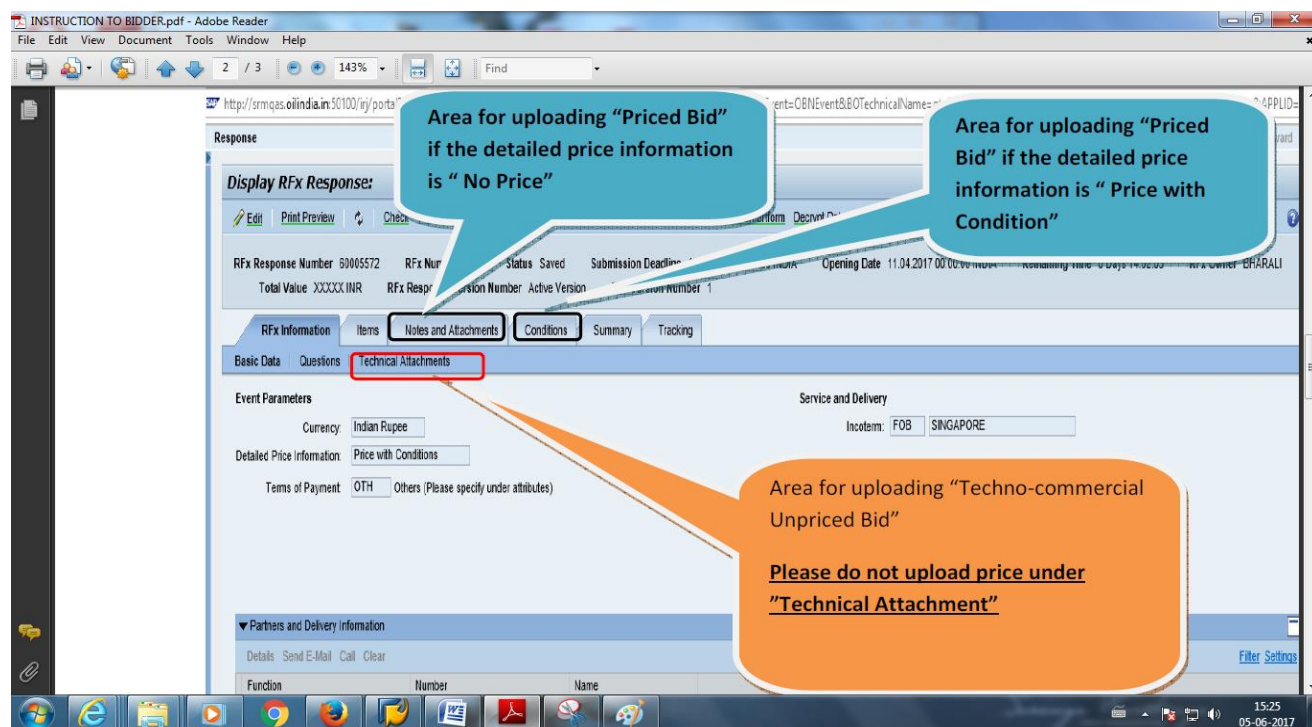
**The above documents including the Original bid security, must be received at OIL's DGM(M&C)'s office at Jodhpur on or before 11.00 Hrs(IST) on the Bid Closing date**

**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.

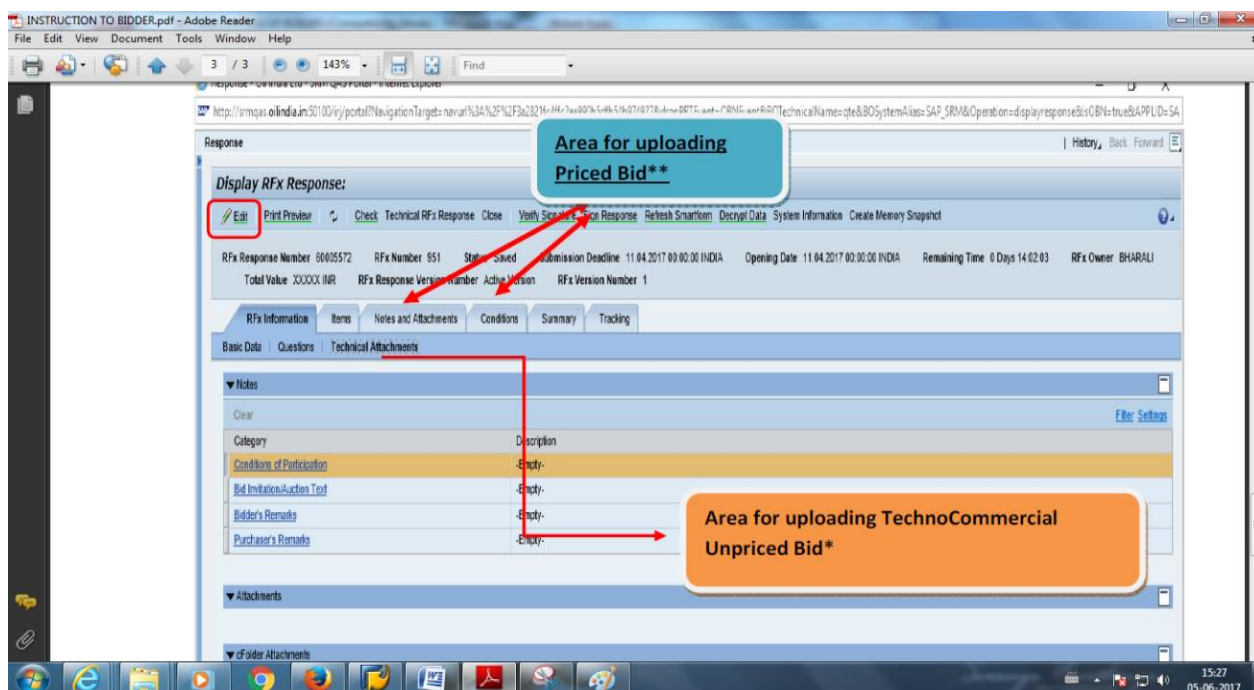
ii) Bid should be submitted online in OIL's E-procurement site before 11.00 AM (IST)(Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the DGM(M&C)in presence of the authorized representatives of the Bidders.

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) Bid closing date and time
  - (iii) Bid opening date and time
  - (iv) Bid submission Mode
  - (v) Bid opening place
  - (vi) Bid validity, Mobilisation time & Duration of contract
  - (vii) The amount of Bid Security with validity
  - (viii) The amount of Performance Guarantee with validity
  - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) 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-B)
- (i) Estimated CIF value of items at the time of import, (Proforma-A)
- (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 Bid Security 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-A: List of items to be imported **without** the CIF values.
- (vii) Copy of Priced Bid **without** indicating prices(Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.

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

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

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

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 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

**29.0 PERFORMANCE SECURITY:**

29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** 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 office.

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 Jagmohan Garg,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.

\*\*\*\*\*

**END OF PART - 1**

## **PART – 2**

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

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

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

##### **1.0 Bidder's Experience:**

1.1 The bidder should be in business of providing in-house Mud Engineering services and Drilling Waste Management Services to E&P operators and must have experience of successful execution of at least one service contract/work order in the last seven (07) years reckoned from the original bid closing date of the tender valuing not less than **INR 14.20 crore** or equivalent in US dollar. Drilling Waste Management Services, however, can be outsourced by the bidder through tie-up/consortium; but the outsourced party should have experience of successful execution of at least one service contract/work order of Drilling Waste Management to E&P operators in the last seven (07) years reckoned from the original bid closing date of the tender. The bidder should furnish documentary evidence in support of their experience in the form of contract/work order, completion certificate/proof of release of Performance Security/ final payment certificates issued by the clients/ any other documentary evidence that can substantiate the satisfactory execution of the contracts.

1.1 Bidder should have experience of provided Mud Engineering and Drilling Waste Management services for minimum of three(03) numbers of exploratory wells in the past seven (07) years reckoned from the original bid closing date of the tender. The bidder is required to submit documentary evidence of such three(03) wells including but not limited to depth, mud system used in different stages, mud related down hole problems faced, if any, their solution etc.

1.2 The bidder must have experience of providing mud engineering service using environment friendly mud system like KCl-KOH-PHPA / Salt saturated polymer, NDDF etc. for at least two exploratory wells in past seven (07) years.

##### **2.0 Experience of Bidder's Personnel:**

2.1 As per requirement of the service competent personnel should be deployed. The Lead Mud Engineer should have minimum five (05) years of experience out of which at least three (03) years should be in handling mud system independently in exploratory wells and the Second Mud Engineer should have minimum three (03) years of experience. Bidder should submit bio-data of at least Four(04) Mud Engineers along with the technical bid.

2.2 One (01) qualified Waste Management Supervisor should be deployed for the required service and he should have minimum five (05) years of experience in Drilling Waste Management (DWM) system. The DWM Operators should have minimum three (03) years of experience in DWM systems. The bidder must submit the bio-data of Two DWM Supervisor and Six DWM Operators along with the technical bid.

##### **3.0 BIDS FROM CONSORTIUM:**

3.1 The leader of the Consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEOs or authorised representative of the consortium members on a non judicial stamp paper and Notarised in case of Indian Bidder and Endorsed/Notarised by Indian Embassy in case of foreign bidder must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium and also authorising the leader for signing and submission of Bid on their behalf. Memorandum of Understanding (MOU)

must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:

(i) Only the Leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

(ii) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the consortium.

(iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium members.

(iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.

(v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

(vi) In case of Consortium bids, the bid shall be digitally signed by the authorised representative of the leader of Consortium. The Power of Attorney from each member authorising the leader for signing and submission of Bid on behalf of individual member must accompany the Bid, if the same is not mentioned in the MOU submitted along with the bid.

(vii) Documents/details pertaining to qualification of bidder of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.

(viii) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to derive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.

(ix) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by the leader of the consortium. However, liability of each one of the members of the consortium shall be jointly and severally.

(x) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal/ Subsidiary/Co-Subsidiary/Sister subsidiary will be rejected.

#### 4.0 **Other Requirements:**

4.1 The bidder should submit Mine Safety Data Sheet (MSDS) and specification of chemicals at the time of bid submission without which the bid will not be considered for bid evaluation.

4.2 The bidder must submit the necessary certificates from competent authorities indicating the suitability of the use of their proposed equipment in oil well drilling sites/ hazardous area.

4.3 The competent personnel deployed for Mud Engineering and Drilling Waste Management

services should be fluent in English language, both written and spoken.

4.4 All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical bid.

5 **MOBILIZATION SCHEDULE:** The bidder must be in a position to mobilize the services as per the following schedule and must submit an undertaking towards the same along with the technical bid.

Particulars	Mobilization Time
Mobilization of tools, equipment, accessories, consumables & associated Services as per Scope of work	Within 90 days of Mobilization notice issued by Company
Mobilization of Contractor's Personnel	Within 07 days of Mobilization notice issued by Company
Mobilization of tools, equipment, accessories, consumables & associated Services as per Scope of work on Call Out.	Within 30 days of Mobilization notice issued by Company
Interim remobilization of tools, equipment, accessories, consumables & associated Services as per Scope of Work	Within 30 days of Mobilization notice issued by Company

## **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 14.20 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 a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para II 1.0 above. The other members of consortium should meet the minimum turnover of **INR 7.10 crore**(or equivalent in US dollar).

5.0 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 from 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 – B) 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.

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

#### **7.0 DOCUMENTS**

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

7.1 Experience of bidder – Statement to be furnished by bidder in tabular form along with copies of contracts / work orders /completion certificates / proof of release of Performance Security/ final payment certificates issued by the clients/ any other documentary evidence that can substantiate the satisfactory execution of the contracts.

7.2 MOU/ Agreement concluded with consortium partners along with the Technical bid.

7.3 Financial turnover of bidder– Audited balance sheets / profit and loss accounts etc. for the past three (3) years.

7.4 Contractor's general structure and organisation, including the branch / sub-division dedicated to such activities.

7.5 Details of bidder's Health, Safety and Environmental Policy and Programme together with HSE Management System. HSE considerations on site and throughout the requirement are part of contractor's responsibility and Contractor must have proven methods for managing risks associated with its own scope of services and all interfaces with others. These methods must be clearly indicated.

7.6 Resume of key personnel to be involved in the services with experience in their respective position.

#### **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-B) 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-B.

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-B)**” 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.

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 – B.

**TOTAL ESTIMATED CONTRACT VALUE [T] = A + B + C + D + E**

Where,

T= TOTAL ESTIMATED CONTRACT COST FOR TWO YEARS

A= TOTAL EQUIPMENT CHARGES

B= TOTAL PERSONNEL CHARGES

C= TOTAL COST OF DRILLING FLUID CHEMICALS

D= TOTAL COST OF DWM & OTHER CHEMICALS

E= TOTAL COST OF CONSUMABLES AND CHEMICALS PROPOSED BY CONTRACTOR

**Notes:**

- i) Any exceptions / deviations to tender must be spelt out by bidders in their technical bid only. Commercial bid should be a replica of the technical bid except that it should contain prices. Any additional information / terms / conditions furnished in commercial bid will not be considered by OIL for evaluation / award of contract.
- ii) Bidder is to declare the information as requested vide Proforma-A against each of the items to be imported.

7.0 Custom Duty: Customs Duty will not be considered for evaluation of the offers as the proposed operation shall be carried out in Baghewala and Jaisalmer PEL/ML Areas awarded/renewed to Company by Govt. of India after 01.04.1999 where Customs Duty is NIL. Bidders’ should take note of the same while quoting.

\*\*\*\*\*

**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 **mobilization** of equipment, personnel etc. should be completed by Contractor as per the schedule given below from the date of LOA or mobilization Advice. 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.

Particulars	Mobilization Time
Mobilization of tools, equipment, accessories, consumables & associated Services as per Scope of work	Within 90 days of Mobilization notice issued by Company
Mobilization of Contractor’s Personnel	Within 07 days of Mobilization notice issued by Company
Mobilization of tools, equipment, accessories, consumables & associated Services as per Scope of work on Call Out.	Within 30 days of Mobilization notice issued by Company
Interim remobilization of tools, equipment, accessories, consumables & associated Services as per Scope of Work	Within 30 days of Mobilization notice issued by Company

**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.

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

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

**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-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.

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-A 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-A will be frozen and any increase in Customs Duty on

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

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.

\*\*\*\*\*

**END OF SECTION – I, Part - 3**

## **Part – 3**

### **SECTION – II**

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

##### **A. PREAMBLE:**

##### **1.0 DRILLING PROGRAM:**

The program includes drilling and testing of 13(Thirteen) well in Baghewala structure, Rajasthan Project. All wells are designated as exploratory/development wells, vertical and / or deviated (J Bend). The maximum TVD is 1200 m to 1500m. However, at the discretion of the company the services may be used in other operational areas of Rajasthan.

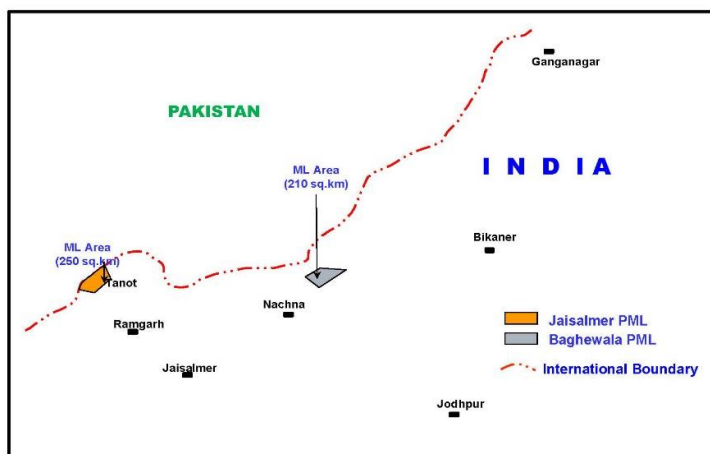
##### **2.0 BLOCK AREA**

The Work is to be performed in Western India (Rajasthan Project) herein after referred to as the Contract Area in accordance with the drilling program.

##### **2.1.0 BASIC INFORMATION OF THE BLOCK:**

##### **BLOCK INFORMATION:**

The Baghewala PML covers an area of 210 sq. km. Presently the block has validity of 20 years with effect from 30.05.2003 -29.05.2023 (twenty years).The Baghewala heavy oil field in Bikaner-Nagaur basin of Rajasthan was discovered way back in 1991 through drilling of first exploratory well BGW-1 in the Baghewala structure. The well encountered heavy oil (17° - 19° API) in deeper Jodhpur sandstone and Lower Bilara formation of Infracambrian age.



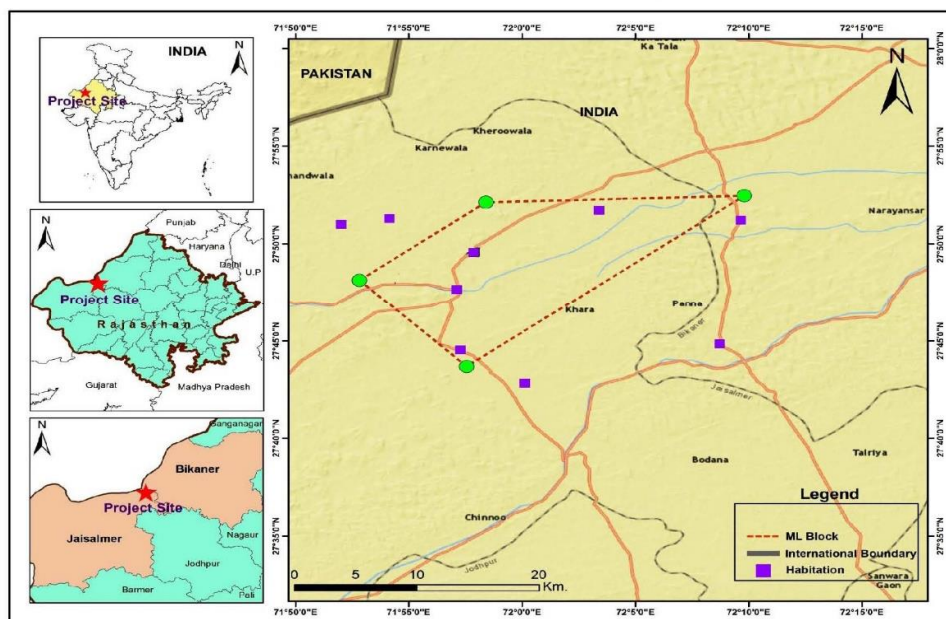


Figure : BAGHEWALA PML LOCATION

### 2.1.1 BRIEF DESCRIPTION OF AREA:

The 210 sq. km. Baghewala PML Block is located in the western part of the Rajasthan in the Jaisalmer District in India.

**Topography:** The terrain is flat, sandy and mostly rough with sand dunes forming the undulating topography. At some places, agricultural fields and forest patches are present. The Indira Gandhi Canal branches flow through the Block area. The general elevation and slope of the Block area varies in the range of 110 to 180 m above mean sea level (m. asl) and 0 to 25 (in degree), respectively.

**Geology:** Baghewala Block is located in the Bikaner-Nagaur basin of west Rajasthan. The Bikaner-Nagaur basin constitutes a Late Proterozoic – Early Paleozoic basin in the north western part of peninsular Indian shield. Structurally Bikaner-Nagaur basin is bounded in the east by Delhi- Aravalli folding and in the south, south-west by Pokhran-Nachna high, separating Jaisalmer basin and to the north-east lies the Delhi-Sargodha ridge.

The Bikaner-Nagaur is a shallow Infracambrian-Paleozoic basin with a Precambrian basement comprised of Malani Igneous Suite and Delhi Metamorphites. The igneous and metamorphic rocks at places are overlain and intruded by Malani Volcanics(Rhyolites) of Pre-Cambrian age. These rocks are unconformably overlain by Marwar Super Group. The Marwar Super Group is comprised of the arenaceous Jodhpur Formation, the calcareous Bilara Formation containing stromatolytic carbonates & clastics, Hanserian Evaporites & salts (HEG Formation) and argillaceous-arenaceous Nagaur Formation of Infracambrian to lower Cambrian age. The Marwar Supergroup is overlain by thick Upper Carbonate formation of Lower/Infra Cambrian age comprising of predominantly dolomites, limestone with shales and Evaporites. The Lower Paleozoic sequence is unconformably overlain by the Upper-Carboniferous Glacial Bap Boulder Beds and marine Badhaura sandstones. For the major period in Mesozoic times, the basin remained uplifted and most of the Mesozoic sequences are absent. Successively upward, the Tertiary sediments comprising Khuiala equivalent (Palana shale), Marh sandstone and Jogira fullers earth have been deposited.

Seismic Consideration: According to seismic-zoning map of India [IS 1893: 2002], the study region falls in Zone III of the seismic zones of India.

Climate and Meteorology:

The study area lies in arid climatic region of Thar Desert. In general, the climate of the project area is hot and dry. The region has only two prominent seasons i.e. Summer and Winter with a brief spell of Monsoon. The mean daily maximum temperature in summer ranges from 40° C to 48 °C. It reaches up to 50-55° C during peak summer. Minimum recorded ambient temperature ranges between -2-5) ° C. The rainfall in these areas is scanty and scarce. The average normal rainfall is only 1" (25mm).

Land Use: The Land Use pattern within the block can be broadly classified into 5 categories only i.e. Agriculture, Canal, Desert, Vegetation and Settlement.

SL. No.	Land Use Category	Area (km <sup>2</sup> )	Percentage (%)
1	Agriculture	61.45	28.95
2	Canal	3.52	1.66
3	Desert	142.95	67.34
4	Vegetation	3.25	1.53
5	Settlement	1.11	0.52
	Total	212.28	100

Table: Land Use Distribution of the Study Area

**2.1.2 COMMUNICATION TO THE BLOCK:**

The block is located in Jaisalmer district of Rajasthan state and covers an area of 210 sq.km. The Geographical coordinates and Area of the PML block are represented in the following table.

Points	Latitude (N)			Longitude (E)			Approximate Area (sq.km)
	Degree	Min	Sec	Degree	Min	Sec	
A	27	43	41	71	57	33	210
B	27	48	08	71	52	49	
C	27	52	08	71	58	24	
D	27	52	28	72	09	48	

Table: Co-ordinates and Area of the Jaisalmer PML Block

The communication to the Jaisalmer block can be made through air, rail and road.

- i) Nearest Town: Phalodi (Approximately 77 km aerial)
- ii) Nearest airport: Jodhpur.
- iii) Nearest Railway Station: Phalodi

**2.1.3 Proposed Casing Program (subject to change):**

Hole Size(inches)				Shoe Depth(meters)
Size(Inch)	Type of csg	Wt (ppf)	Open Hole size (Inch)	
20	J-55	94	26	100/150
13 5/8	N-80	68	17 ½	650/750

9 5/8	N-80	47	12 1/4	1000/1050
7		29	8 1/2	1150/1200

#### 2.1.4 GEOLOGY OF THE AREA:

##### Generalised Stratigraphy of Baghewala Field:

AGE	FORMATION	DEPTH (m)	LITHOLOGY (Average)	REMARKS
QUARTERNARY + TERTIARY	Alluvium / Shumar	Surface	Sand/Sandstone (50%-60%) + Clay/Claystone (40%-50%)	
MESOZOIC	Jaisalmer + Lathi	~500	Sand/Sandstone (20%-30%) + Clay/Claystone (40%-50%) + Limestone (20%-30%)	
PERMIAN	Bap and Badhaura	~550	Sand/Sandstone (20%-30%) + Clay/Claystone (40%-50%) + Dolomite(30%-40%)	
INFRA-CAMBBRIAN	Upper Carbonate	~600	Sand/Sandstone (30%-35%) + Clay/Claystone (20%-30%) + Dolomite(40%-50%) +Traces of Limestone	Potential loss circulation zone
	Nagaur	~800	Dolomite(20%-25%) + Clay/Claystone (35%-40%) + Sand/Sandstone(30%-35%) + Siltstone (5%-10%) + Anhydrite (Trace -5%)	
	HEG	~1100	Clay/Claystone(35%) + Sand/Sandstone(35%) + Dolomite(25%) + Anhydrite(5%-10%) + Traces of Halite & Siltstone	Potential over gauge zone
	Bilara	~1200	Sand/Sandstone(40%-45%) + Clay/Claystone(50%-55%) + Dolomite (2%-5%)	
	Jodhpur	~1270	Sand/Sandstone(95%) + Clay/Claystone(4%) + Siltstone(1%)	

**The above plan may change depending on the well design approved during execution**

## **B. SCOPE OF WORK**

### **1.0 MUD ENGINEERING**

#### **1.1 DESIGNING OF MUD PROGRAMME:**

1.1.1 Based on the Geological Data and Depth Data & Drilling Policy of the wells, the Contractor shall design a phase wise mud program including detail mud formulation, mud weight and other important mud parameters, requirement of mud chemicals and anticipated volume usage for each phase of the well. The contractor is required to submit the same to company at least one week prior to spudding of the well.

1.1.2. Suggested mud policy is provided in **Annexure – 1**

1.1.3 The bidder shall indicate his laboratory formulation for NaCl Saturated mud system and NDDF in **Table-1A** and mud parameters in **Table-1B**.

1.1.4 The Contractor shall keep provision for addressing down hole complications including but not limited to cement contamination, mud loss, stuck pipe, caving, high pressure kick etc. and have back-up chemicals readily available.

1.1.5 The bidder is required to submit their internal standard operating procedures for operational situations including stuck pipe, loss circulation, high pressure etc. along with the bid.

#### **1.2 MUD ENGINEERING SERVICE:**

1.2.1 Contractor shall provide two (2) on-site Mud Engineers (Lead Engineer & Second Engineer) on 12 hrs shift duty basis.

1.2.2 The Lead Mud Engineer should have minimum five (5) years of experience out of which at least three (3) years in handling mud system independently in exploratory wells. The Second Mud Engineer must have at least three (3) years of experience in exploratory wells. The Mud Engineers should have adequate / appropriate knowledge in working with contractor's materials, equipment and procedures for the services provided by the contractor. The Mud Engineers should be competent enough / should have sufficient experience in solving down hole complications such as in clause **1.1.4**, SOW. The Lead Mud Engineers shall work in close coordination with OIL Chemist/ Company's Representative and discuss/communicate all work plan related to operation and also guide the Second Engineer accordingly

1.2.3 The on-site Mud Engineers are required to test mud samples for all parameters at least twice a day or as per operational requirement and submit daily operational report in standard format as per international practice including but not limited to hydraulics, mud parameters, material consumption, down hole complication etc. to OIL Chemist/Company representative. The daily report should also include volume of mud prepared and consumed, consumption of chemicals and other additives, status of solid control equipment etc.

1.2.4 The on-site Mud Engineers shall collect all relevant operational data from driller or any other data gathering system (MLU) and record it for taking operational decisions as well as for final well completion report (Mud Recap). The contractor shall submit the well completion report within fifteen days of completion of each well in standard format as per international practice.

1.2.5 The contractor shall submit bio-data / resume of 2-3 Mud Engineers in each category (Lead & Second engineer) for OIL's approval. The resume should specifically include but not limited to the following:

- a) Length of experience in exploratory wells
- b) Area / Field where and for whom worked
- c) Type of mud system(s) worked with
- d) Experience in solving down hole problems.
- e) Educational qualification.

1.2.6 In case of foreign nationals engaged for execution of the contract, the Contractor shall arrange for necessary permit, security clearance from Ministry of Defence, Ministry of External Affairs, Ministry of Home Affairs and concerned District Authorities. The Company shall only forward required introductory letter /recommendations for the same.

### **1.3 SUPPLY OF MUD AND COMPLETION CHEMICALS AND ADDITIVES:**

1.3.1 The contractor shall supply complete line of mud chemicals and additives conforming to relevant API / BIS specifications, required for preparation and maintenance of mud and completion fluid. The contractor shall maintain adequate stock of all chemicals including insurance chemicals / back-up chemicals and ensure timely supply as per operational requirement of the well. However, the payment will be made on actual consumption basis duly certified by OIL Chemist/ Company's Representative. OIL will provide adequate storage space at site to store chemicals for about a week's use only at a time. **The contractor is required to maintain his warehouse for chemicals at a suitable place nearby and bring in chemicals to site on routine basis as per requirement.**

1.3.2 The contractor shall provide product data for each chemical including but not limited to brand name, unit of packing, country of origin, specification and Material Safety Data Sheet (MSDS). The contractor shall provide information on complete list of chemical as per Table-2.

1.3. 3 All the chemicals should be in their original packing. The chemicals should conform to API/BIS-specifications whichever is applicable to the particular chemical. Contractor shall provide the test report from a recognized laboratory for quality of chemicals, on request. However, OIL reserves the right to inspect and draw samples of drilling fluid and completion fluid chemicals for testing. If any chemical is found to be not conforming to the specifications, contractor shall replace the defective material within reasonable time with products of approved quality at his own cost without affecting operations.

1.3. 4 OIL reserves the right to terminate the contract if the services, chemicals and additives are found to be of substandard quality and the contractor is unable to rectify / replace the same in reasonable time without affecting operations.

**1.3.5 OIL shall not buy any leftover chemicals brought in by the Contractor after completion of the project/expiry of the contract under any circumstances.**

**1.3.6 OIL shall have the option of using Chemicals from its own stock (OIL's Ex-stock) depending on the wells requirement and OIL's discretion. Payment for which shall not be paid to Bidder.**

### **1.4 WELL SITE LABORATORY AND MUD TESTING KIT:**

1.4.1 The contractor shall provide a suitable well site laboratory complete with all regular mud checking equipment including but not limited to mud balance, MF Viscometer, API



Filter press, HP-HT filter press, 6- speed viscometer equivalent to Fann model 35 SA, retort kit, blender, magnetic stirrer, hot plate, pH meter etc (Annexure-2)

1.4.2 The contractor shall provide all consumables, glass wares, reagents etc. required for mud checking.

1.4.3. The Contractor shall submit the detail list of lab equipment and consumables reagents etc. for testing of mud as per API Specifications along with offer.

## **2.0 DRILLING WASTE MANAGEMENT(DWM):**

2.1 The Company intends to treat the waste water/drill-cuttings generated from the drill site. Treated water generated has to meet the on-shore waste disposal standards on various parameters which are updated from time to time as prescribed by State / Central Pollution Control Boards (**Annexure-4**).

2.1.2 The Contractor is required to mobilise complete DWM package, manpower and services along with Mud Engineering services. The Contractor shall state existing similar commitments and warrant the availability of the equipment, materials and services being proposed.

## **2.2 GENERAL SCOPE OF OPERATIONS:**

2.2.1 The Contractor will supply complete DWM package plus the supervision required to rig up, run and maintain the package in an operable condition at all times.

### **The Scope of Work will include but not be limited to:**

- a) Mobilization of processing equipment package from Contractor's base to the first well location as notified by the Company.
- b) Maintain an adequate inventory of spares to support operation of the Drilling Waste Management Services.
- c) Provide sufficient experienced effluent treatment personnel, conversant with this type of operation and equipment on a twenty-four hour basis and or as and when required.
- d) Continuously monitor the parameters of the waste water and treated water to ensure environmental limits for disposal are not exceeded
- e) Inter location movement of complete DWM package, manpower and services to next location as and when required.
- f) Upon completion of the project, Contractor to demobilize contractor's equipment left over chemicals etc.

2.2.2 The Contractor shall provide all equipment, skilled manpower, labour, materials, and services as specified in **Annexure-3**. The Contractor shall be solely responsible for the operation of Contractor's Equipment including but not limited to the rigging up, testing, running and rigging down thereof.

2.2.3 The Contractor shall submit the **Operating Handbooks and guidelines** to The Company for Approval prior to the Commencement of operation.

2.2.4 The Contractor shall evaluate the final effluents of DWM at a reputed laboratory recognised by State/Central Pollution Control Board at regular interval (weekly) and submit the report to the Company.

## **2.3. EQUIPMENT:**

2.3.1 Provision of effluent treatment package that will ensure treatment of all wastewater / drill-cuttings generated from the drill site to the prescribed limits. Contractor to provide sufficient pumps and flow lines to rig the package up for efficient operation & sufficient chemicals stocks to support effluent treatment. Bidders to include complete

technical details and specifications of the contractor's effluent treatment package equipments in the bid. A minimum requirement is listed in **Annexure-3**. (This is by no means a comprehensive list; bidder to provide a list and specification of all equipment proposed); Bidder is required to propose an equipment package that will ensure proper treatment to achieve the prescribed limits. An equipment layout and flow diagram should also be included in the submission. Bidder to submit a test report of their laboratory indicating the specifications of untreated water as well as treated water along with the ranges of dosages of chemicals required to arrive at the water quality prescribed by state pollution control board (Annexure-4).

**2.3.2** Upon request by Company, Contractor shall provide proof of maintenance and service history of all items of equipment supplied. Contractor shall maintain all equipment in a fit for purpose condition and shall supply all relevant certification on request. Contractor shall maintain adequate stock of consumables and accessories to manage the operation of the Work in a remote location.

**2.3.3** Contractor shall ensure that the equipment is maintained in a condition so as to prevent any downtime or waiting on equipment time during operations. Contractor is to make Chemist / Company's representative immediately aware of any equipment malfunctions, questionable job operating procedures, or inventory deficiencies.

**2.3.4** Contractor will maintain a base in nearby area to adequately supply the material in a timely fashion and to provide support for the effluent treatment equipment while it is operating for the company on the drilling project.

## **2.4 STANDARD OF PERFORMANCE:**

The Company expects contractor's representatives to be knowledgeable in the treatment of wastewater generated from drill sites and to operate and maintain the equipment in a safe and efficient manner at all times.

Contractor's technical proposal submitted with the bid should include but not limited to the following:

- a) Effluent Treatment System / process proposed.
- b) List of proposed chemicals and Contractor's recommended concentration of chemicals for the proposed effluent treatment system for each section.
- c) The requirement of total quantity of water treatment chemicals to drill the wells including a 50% back-up as contingency
- d) Contractor shall indicate their proposed chemicals in addition to or in lieu of the attached list based on their proposed treatment system. Contractor is encouraged to propose appropriate additional surface solutions for disposal of treated wastewater. Contractor shall submit detailed technical specifications of each chemical including the MSDS sheets, quality test reports from manufacturer and standards with which they comply. The minimum applicable standard is API/ BIS.
- e) The Contractor shall provide a suitable testing laboratory with adequate testing equipment, chemicals and reagents to carry out a full check of untreated and treated water.
- f) A complete list of equipment and materials that Contractor can provide should be annexed to the Tender. The standard price table for the materials and equipment shall be attached with the Price Bid with applicable discounts.
- g) The Contractor shall comply fully with applicable environmental international and local laws, regulations and practices.
- h) The Contractor shall be able to provide all equipment, labour and materials and services specified herein or in the compensation schedule. Contractor shall be solely responsible for the operation of Contractor's equipment including but not limited to the rigging up, testing, running and rigging down thereof.

## **2.5 PERSONNEL:**

Contractor shall provide the following personnel for running and maintenance of the DWM system:

- a) Waste Management Supervisor: 1 (one)
- b) Waste Management Operators: 2 (two)
- c) Unskilled personnel: Minimum 4 (four) (At Contractor's Cost)

2.5.1 One qualified, skilled and experienced Waste Management Supervisor, who must have 5 (five) years of experience in effluent treatment process and running all types of effluent treatment systems. The Waste Management Operators should have minimum of 3(three) years of experience in similar system, shall be required to work back to back on a suitable rotational on-off basis. The Waste Management Operators shall be responsible for, but not be limited to the following:

- a) Optimise chemical dosage required for effluent treatment process.
- b) Perform daily checks of treated water, at least thrice a day and more often as required by operations and report them in a standard format as mutually agreed by the Company and the Contractor.
- c) Run, maintain and manage the DWM system
- d) Prepare daily reports and submit to the OIL Chemist / Company representative
- e) Maintain a stock of inventory of DWM related chemicals on the rig site and ensure that adequate stock is available to maintain and run the DWM system as per operational requirement.
- f) Shall be able to run the filtration units if required during well completion operations/ production testing.
- g) Contractor will remove and replace in a reasonable time at the Contractors expense any of the Contractors personnel if Company so requests in writing setting out grounds for its requirement.

2.5.2 Career résumés of Contractor's proposed Supervisor / Engineer as a minimum, full details of qualifications, years of relevant experience, previous employment and responsibilities.

2.5.3 In case of foreign nationals engaged for execution of the contract, the contractor shall arrange for necessary permit, security clearance from Ministry of Defence, Ministry of External Affairs, Ministry of Home Affairs and concerned District Authorities. The Company shall forward require introductory letter /recommendations for the same.

## **2.6 REPORTING:**

2.6.1 DWM Supervisor / Operator is required to submit daily operations reports to the onsite Chemist / Company's Representative indicating 24 hours operation details, volume of effluent processed, chemical consumption etc.

2.6.2 A detailed end of well report should be prepared and submitted to the OIL Chemist / Company's Representative no later than 15 days after the end of the well. This recap should include a minimum of the following for each hole section:

- a) Services performed;
- b) Performance of equipment;
- c) Chemicals/Consumables used;
- d) Downtime occurred;
- e) Conclusions and recommendations

## **2.7 TECHNICAL SUPPORT**

2.7.1 The technical support shall include but not be limited to:

- a) To provide effluent testing facilities in a laboratory near by the operational area.

- b) Pilot test and optimize chemical dosage in de-watering process based on suggestions from the Company and contractor personnel.
- c) The Contractor should supply details and location of their supply base facilities.
- d) The Contractor shall make available to the Company in as much as it is not constrained by agreements of confidentiality, details of any ongoing research and development activities that it is undertaking and which may be relevant to the companies' operation.

2.7.2 The Contractor is required to mobilise all its equipment and manpower to the company's first well site as indicated by the Company in LOA. Contractor will arrange appropriate logistics for the supply of consumable items required over the course of the project.

2.7.3 All lifting and load bearing equipment of the Contractor shall be certified prior to use and all relevant certification shall be available for inspection. All toolboxes and containers must be sent with certified slings and a copy of the certification should be sent with the equipment. The slings should be clearly identifiable as belonging to the Contractor.

## **2.8 SAFETY, HEALTH AND ENVIRONMENT:**

2.8.1 The Contractor shall comply with applicable environmental laws, statutory regulations and mines act applicable to oil mines etc.

2.8.2 The contractor's personnel should have approved PPE as per international practice and perform duty in accordance with Contractor's own SHE policy. In addition to above, the contractor personnel at well site must comply with OIL's internal SHE policy.

2.8.3 All electrical equipment should be certified by DGMS for use in hazardous area.

2.8.4 Over pressure protection devices shall be fitted to any pressure containing equipment that may be subject to pressures exceeding their maximum allowable design pressure. All protective devices shall carry valid and current certification

## **3.0 INSTALLATION/DISMANTLING/INTERLOCATION MOVEMENT/DEMOBILISATION:**

A) All tools/ equipment/accessories/consumables shall be mobilized to first designated location. The equipment will be installed and made operational for carrying out assigned job.

B) Inter location movement (ILM) of tools/ equipment/accessories/consumables from the first location to subsequent locations shall be responsibility of the Contractor.

C) The Contractor to demobilize all the tools/ equipment/accessories/consumables after completion of the jobs at the last location on receipt of Demobilisation notice from the Company.

**Note:** Mobilization and demobilization for Mud Engineering and Drilling Waste Management (DWM) shall be done as per requirement for 02 (two) rig operation.

**MUD POLICY FOR RAJASTHAN PROJECT:**

Hole Size	Mud System
26"	Bentonite gel Spud mud
17 1/2"	Lightly treated water based system
12 1/4"	NaCl Saturated Mud System
8 1/2"	NDDF mud system

**Table 1A**

Hole Size	Mud System
26"	
17 1/2"	
12 1/4"	
8 1/2"	

**Table 1B**

Sl. No.	Mud property	Unit	Laboratory Testing		Remarks
			Before Hot roll	After Hot Roll at 180F	
1	Mud weight				
2	Plastic Viscosity				
3	Yield Point				
4	10s Gel.				
5	10m Gel				
6	API filtration loss/Cake				
7	HP-HT filter loss				
8	pH				
9	Lubricity Coefficient				
10	Solids uncorrected				
11	KCl concentration				
12	PHPA concentration				
13	Any other properties				

**Table 2**

Sl. No.	Name Of chemical	Brand name	Country of origin	Unit of supply	Unit cost	Specs enclosed Yes/No	MSDS enclosed Yes/No
1	Barytes						
2	Bentonite						
3	Caustic Soda						
4	CMC(HVG)						

5	CMC(LVG)						
6	Geltax						
7	PAC (R )						
8	PAC(SL)						
9	XC Polymer						
10	Resinated Lignite						
11	Linseed Oil						
12	NaCl						
13	Cal Carb (F/M/C)						
14	Pipelax						
15	Mica						
16	Saw dust						
17	Jel flake						
18	Walnut shell						
19	Defoamer						
20	Biocide (ENV)						
21	Soda ash						
22	Sodium bicarb						
23	Teepol						
24	Mud Detergent						
25	Polyol						
26	PGS						
27	SAPP						
28	PHPA						
29	CI (amine based)						

## **ANNEXURE 2**

<b>Sl No</b>	<b>Items (For one Mud laboratory)</b>	<b>Quantity</b>
1	Fann VG Meter 6 speed	1
2	API Filter Press	1
3	Marsh Funnel with Cup	3
4	API Mud Balance	3
5	API Sand Content Apparatus	1
6	Hamilton Beach Mixer	1
7	Oil Water Retort Kit	1
8	Mud Filtrate Test Kit	1
9	Methylene Blue Test Kit	1
10	Thermometer	1
11	Hot Plate	1
12	pH Meter	1
13	HP-HT Filter Press	1
14	Pressurized Mud Balance	1
15	Glassware, Reagents	As per Requirement

**ANNEXURE 3****DWM PACKAGE & SERVICES**

	Items	Description	Unit	Qty
Unit-1	I	<b>Floating Oil Skimmer Unit</b> Recovery Rate 20 GPM (4.5 ton/h) Complete with Polypropylene Frame, 1" Discharge Pump (double diaphragm) and Control Valves with Oil Filter Kit.	NO	1
	II	<b>Pump</b> to lift effluent from pit	NO	1
	III	<b>Storage tank with agitator</b> (Cap:150 bbl)	NO	1
	IV	<b>Centrifuge</b> Fully Hydraulic drive centrifuge complete with Mono pump with required drive. The unit is capable of speed up to 2500 RPM and utilizes a 14" bowl	NO	1
	V	Skid mounted <b>flocculation unit</b> complete with an agitated flocculants mixing tank with fish eye removal device, adjustable rate dosing pump, Static mixer for blending injected fluids and explosion proof control panel for controlling all the equipment.	NO	1
	VI	Chemical Dosing Tanks with agitators and dosing pumps	NO	1
	VII	Suitable Diesel generator set/sets sufficient to run all the DWM equipment independent of rig power supply.	NO	1
Unit-2 (On call out basis)	VI	<b>Dual pod filter unit.</b> Each pod can utilize 63 absolute cartridge filters or Oil Clog Cartridges for solids or oil removal. This unit is to be provided as a final "polishing" filter.	NO	1
	VII	<b>Centrifugal pump</b> to feed the dual pod filter unit.	NO	1
Items		<b>Consumables</b>	Unit	Qty
1		10 micron absolute Cartridges		
2		5 micron absolute Cartridges		
3		25 micron bag filters		
4		40 micron bag filters		
5		Chemicals for flocculation (Indicate cost / kg; imported or Indian) Flocculant Coagulant-1 Coagulant-2		

**ANNEXURE 4**

Oil and gas drilling and processing facilities, situated on land and away from saline water sink, may opt either for disposal of treated water by onshore disposal or by reinjection in abandoned well, which is allowed only below a depth of 1000 m from the ground level. In case of re-injection in abandoned well the effluent have to comply only with respect to suspended solids and oil & grease at 100 mg/l and 10 mg/l, respectively. For on-shore disposal, the permissible limits are given below:

S.No	Parameter	On-shore discharge (Not to exceed)
1	pH	5.5 -9.0
2	Temperature	40oC
3	Suspended solids	100 mg/l
4	Zinc	2 mg/l
5	BOD at 27oC for 3 days	30 mg/l

6	COD	100 mg/l
7	Chlorides	600 mg/l
8	Sulphates	1000 mg/l
9	Total Dissolved Solids	2100 mg/l
10	% Sodium	60 mg/l
11	Oil & grease	10 mg/l
12	Phenolics	1.2 mg/l
13	Cyanides	0.2 mg/l
14	Flourides	1.5 mg/l
15	Sulphides	2.0 mg/l
16	Chromium (hexavalent)	0.1 mg/l
17	Chromium (Total)	1.0 mg/l
18	Copper	0.2 mg/l
19	Lead	0.1 mg/l
20	Mercury	0.01 mg/l
21	Nickel	3.0 mg/l

\*\*\*

**END OF SECTION – II, Part-3**



## **Part – 3**

### **SECTION - III**

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

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

1.1 Company's nominated Chemists will be associated with supervision & guidance of the work to be carried out by the Contractor throughout the operations. The Contractor shall execute the Mud Engineering and Drilling Waste Management(DWM) services in a cost effective way with professional competence and in an efficient workman-like manner and provide Company with a standard of work customarily provided by reputed Mud Engineering/DWM Contractors to major international oil companies in the petroleum industry.

##### **2.0 PROVISION OF PERSONNEL AND FACILITIES:**

2.1 The Contractor shall provide the Mud Engineers and other personnel as may be required for job execution at site including testing/handling of Mud laboratory, supplying & storing of Mud Chemicals, formulation, preparation & monitoring of mud system etc. to ensure uninterrupted drilling of wells.

2.2 The Contractor shall provide the Drilling Waste Management (DWM) services personnel as may be required for job execution at site including testing/handling of DWM facilities, supplying & storing of Chemicals & monitoring of the system etc. to ensure uninterrupted treatment of Drilling Wastes.

2.3 The Mud Engineers/DWM personnel to be deployed by the Contractor for job execution at site must have the requisite experience & qualifications as detailed herein and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company.

2.4 The Contractor shall be responsible for, and shall provide for all requirements of his personnel and of their sub-contractor, if any, including but not limited to their insurance, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.

2.5 Company will provide the Mud Engineers and DWM personnel's accommodation and preliminary first-aid services at well site free of charge. Company shall provide only boarding & lodging facility at Site for **5 (five)** Contractor's personnel.

**2.6 OIL shall not buy any leftover chemicals brought in by the Contractor after completion of the project/expiry of the contract under any circumstances.**

2.7 Bidder shall furnish the list of Equipments' with type, make, and year of manufacture with supporting documents as per scope of work along with their offer.

2.8 The Contractor shall utilize the Common Chemicals of Ex-OIL stock with discussion with Company's nominated Chemist.

3.0 **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 & Abolition) Act, 1970.

3.1 **SAFETY:** Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of chemicals at all times.

3.2 Contractor shall provide the Personal Protective Equipment (PPE) to their personnel.

3.3 **PROTECTION OF ENVIRONMENT:** In performance of the Contract, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.

4.0 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to any one other than the Company's personnel. This obligation of Contractor shall be in force even after termination of the Contract.

## 5.0 OBLIGATION OF THE CONTRACTOR:

5.1 Contractor at their cost shall arrange the clearance of all Chemicals, Equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.

5.2 For clearance of imported items on concessional/nil rate of customs duty as prevailing now, Company will issue recommendatory letters for Contractor to obtain Essentiality Certificates (EC) from the DGH (India), provided proper commercial invoice(s) & request letter is received by company in 20 days (min.) advance. Delay in submission of such documents or submission of improper/inadequate documents to Company in this regard will be at sole risk and liability of Contractor.

5.3 Contractor shall arrange for inland transportation of all chemicals, equipment, related spares & consumables from the port to the place of work and back at the end of the work at their own expense. Contractor shall carry sufficient stocks of these items for uninterrupted operation throughout the contractual period.

5.4 Contractor shall maintain proper account of the consumption of chemicals/spares and shall submit daily, weekly and monthly consumption/stock statements to the Company.

5.5 Contractor shall keep their equipments in good working order all throughout.

5.6 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the Contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.

5.7 Any other works required for efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligations of the Company defined below.

5.8 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.

5.9 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's Personnel with 24 hours' notice.

5.10 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc. Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below.

5.11 In case of foreign nationals engaged for execution of the contract, the Contractor shall arrange for necessary permit, security clearance from Ministry of Defence, Ministry of External Affairs, Ministry of Home Affairs and concerned District Authorities. The Company shall only forward required introductory letter /recommendations for the same.

5.12 Inter location movement (ILM) of tools / equipment / accessories from first location to subsequent locations shall be the responsibility of the Contractor.

5.13 The Contractor to demobilize all tools/equipment/accessories after completion of jobs at on receipt of Demobilization notice from the Company.

5.14 The Contractor shall evaluate the final effluents of DWM at a reputed laboratory recognised by State/Central Pollution Control Board at regular interval (weekly) and submit the report to the Company.

\*\*\*\*

### **END OF SECTION –III, Part-3**

## Part - 3

### SECTION-IV

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

The bidders must quote the rates in their **price bid** as per the Price Bid Format **Proforma-B. The payment shall, however, be made for the actual work done and actual consumption of chemicals.** The payment shall be made for the actual work done and all “DAY RATE” charges shall be payable after prorating to nearest hour.

##### **A. MOBILIZATION CHARGES:**

##### **[FOR TOOLS / EQUIPMENT WITH ALL ACCESSORIES / CONSUMABLES]**

a) Mobilization charges shall be one time **lump sum** charge which shall covers all local and foreign costs (if any) of the Contractor to mobilize the tools & equipment and Consumables as specified in the Contract, to the location and also includes all duties, any other local and foreign taxes, port fees, inland transportation and any other costs if applicable etc.

b) **Mobilization Charges** as LUMP SUM amount shall be payable on the completion of **Mobilization** as defined in ‘General Conditions of Contract’.

c) Total Mobilization Charges quoted should not exceed 7.5% of the total Contract value.

d) Company at its discretion may allow operations to start without completed mobilization. However, the shortfall items must be mobilized by the Contractor immediately thereafter. If Company permits the Contractor operations without completed mobilization, only 80% of Mobilization charges will become payable to the Contractor and the remaining 20% of mobilization charges will be deducted as penalty over and above the liquidated damages as set out in the Contract, which will not be paid by Company even after the shortfall items are made available. However, notwithstanding this provision for partial mobilization, Contractor must make all efforts for mobilization of Contractor’s equipment, tools and accessories etc. as per the contractual provisions.

e) Contractor must ensure availability of consumables and the chemicals for at least two wells in their initial mobilization.

##### **B. MOBILIZATION CHARGES FOR PERSONNEL:**

a) **Mobilization Charges** shall be “**LUMP SUM**” amount and shall cover all costs of Contractor including but not limited to travel expenses, in-transit accommodation charges, personal insurance etc. for Contractor’s Personnel to reach the Company designated Site on receipt of the mobilization notice from Company.

b) **Mobilization Charges** shall be payable to the Contractor after the completion of **Mobilization** of Contractor’s Personnel as defined in ‘General Conditions of Contract’.

c) There may be “two Rig operations”, for which two set of personnel (Lead Mud Engineer, Night Mud Engineer, DWM supervisor and DWM operators) as well as Mud laboratory with accessories and DWM will be required at the same rate and terms & conditions (Price Bid Format, Proforma-B).

### **C. DEMOBILIZATION CHARGES**

#### **[FOR TOOLS / EQUIPMENT WITH ALL ACCESSORIES / CONSUMABLES]**

- a) The Demobilization Charges shall be payable one time on lump sum basis which include all charges towards demobilization of Contractor's tools, equipment along with all accessories from the drilling location to Contractor's base upon completion/termination of Contract.
- b) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.
- c) The Company shall give notice to the Contractor to commence demobilization. The Contractor will ensure that demobilization is completed within 30 (thirty) days from the date of notice from the Company.
- d) No charges, whatsoever, shall be payable to the Contractor from the date notice for demobilize is issued to the Contractor by the Company.
- e) Pursuant to Clauses of 'General Conditions of Contract', Demobilization charges shall be paid to the Contractor for complete package of Tools/ Equipment/ Spare/ Accessories etc. after completion of the contractual period/ termination of the Contract.
- f) The Contractor will ensure that demobilization is completed and Company's work-site is cleared-off Contractor's property within 30 (thirty) days of notice from the Company. Penalty will be imposed "@10% per day" of De-Mobilization Charges for every additional day consumed by Contractor beyond stipulated 30(thirty) days to complete De-Mobilization.
- g) Total Demobilization Charges quoted should not be less than 2% of the total Contract value.

### **D. DE-MOBILIZATION CHARGES:**

#### **[ALL PERSONNEL]**

**De-Mobilization Charges** shall be payable to the Contractor as "**LUMP SUM**" amount for the Contractor's personnel after their departure from the well site on receipt of de-mobilization notice from the Company.

### **E. RENTAL CHARGES FOR ALL EQUIPMENT PER DAY**

#### **[FOR TOOLS / EQUIPMENT WITH ALL ACCESSORIES]**

- a) Rental Charges for Contractor's tools & equipment (as specified in **Proforma - B**) shall be payable with effect from the date of completion of Mobilization.
- b) The Rental Charges includes the use of equipment, supply of spares and consumables, replacement/ maintenance cost and other operational requirement (if any) during the Contract period. The Contractor must maintain adequate stock of such regularly required items/spares at the drilling site under their possession to ensure uninterrupted service.
- c) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.

d) During “Rental” period the tools/equipment are required to be in fully operating condition, save repair and preventive maintenance with prior permission of the Company.

e) Rental Charges shall not be payable, if the Contractor withdraws the whole or part of the equipment or any manpower affecting operations.

f) If Contractor’s tool/ equipment fails to perform, for any reason during the operation, no Rental Charges shall become payable until the equipment/ tool is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.

g) Rental Charges shall not be payable for any tool/ equipment from the day of last successful operation if the tool /equipment including back-up(s) fails to function, to Company’s satisfaction, up to the very beginning of the next operation.

**Note:** Mobilization and demobilization for Mud Engineering and Drilling Waste Management (DWM) shall be done as per requirement for 02 (two) rig operation.

#### **F. OPERATING DAY RATE FOR PERSONNEL (ODRP)**

a) **ODRP** shall be payable for the following Contractor’s Personnel:

**For Mud Engineering Services:**

Lead Mud Engineer.

Second Mud Engineer.

**For Drilling Waste Management Services:**

Waste Management Supervisor.

Waste Management Operators.

The Contractor may engage additional personnel for maintenance or assistance in the performance of the Work. The Company shall not be responsible to pay any charge or day rate for such additional personnel.

b) **ODRP** shall be payable to Contractor’s Personnel for performing the Work as envisaged under the Contract from the day the Contractor completes Mobilization of Contractor’s personnel at the designated Locations.

c) **ODRP** for Contractor’s Personnel shall cease with effect from the day the Company serves demobilization notice to the Contractor.

d) No **ODRP** shall be due to the Contractor if Contractor’s tool/ equipment fails to perform for any reason during the operation, until the equipment/ tool is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.

#### **G. STANDBY DAY RATE FOR PERSONNEL (SDRP)**

a) **SDRP** shall be payable for the following Contractor’s Personnel:

**For Mud Engineering Services:**

Lead Mud Engineer.

Second Mud Engineer.

**For Drilling Waste Management Services:**

Waste Management Supervisor.

Waste Management Operators.

b) **SDRP** shall be payable to Contractor's Personnel for the period; operations are halt due to rig repair/standby/shutdown etc. leading to suspension of Mud Engineering/ Drilling Waste Management services continuously for more than 48hours. However, for the initial consecutive 48 hours of suspension of Mud Engineering / Drilling Waste Management services under such condition, the **ODRP** shall be payable. The SDRP shall apply beyond the initial 48 hours till resumption of the services.

c) **SDRP** shall not be payable to the Contractor for the period **ODRP** is being paid.

#### **H. INTERIM DEMOBILIZATION & REMOBILIZATION CHARGES (TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)**

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

b) No Charges, whatsoever, shall be payable from the time the Interim De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice and duly certified by Company's representative.

c) The total period of interim demobilization and remobilization during the Contract duration for equipment/ tools and accessories shall not exceed 3 (three) months. The Company, at its discretion, may add back such interim demobilization and remobilization period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract.

#### **I. INTER - LOCATION MOVEMENT ( ILM ) CHARGES : (TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)**

i) Depending on the distance between locations, separate rates will be applicable as mentioned below

a. Fixed Charge (Lump sum) per ILM up to 50 km

b. Kilometer Charges for ILM in excess of 50 km. This will be in addition to lump sum rate for ILM up to 50 km as mentioned in (a) above.

ii) The Contractor shall carry out inter-location movement of Contractor's items on completion of operation at one well & after receipt of notice from the Company.

ILM Charges shall be payable after mobilization of Contractor's items to Company designated next location, only when all the tools/ equipment/consumables are received and tools/ equipment are tested/ calibrated to its rated specifications to the satisfaction of the Company. The Contractor shall complete the Inter-location Movement within 15 (fifteen) days from the date of ILM notice issued by the Company if the distance between locations is up to 50KM. If ILM is more than 50 kilometer the time allowed shall be in proportion of 1 (one) day for each 50 km or part thereof. Day Rate Charges (Rental) shall start after the completion of ILM.

iii) The Contractor shall be solely responsible for executing Inter-Location Movement that covers shifting of all tools / equipment / consumables / Accessories. However, the Company shall provide the crane at loading & unloading points only. Supervision, safety of the tools/ equipment/ consumables/ accessories during loading, transportation & unloading will be responsibility of the Contractor.

iv) The Contractor is required to complete Inter-location movement inclusive of Dismantling of Contractor's facility in one well, Re-Installation and Re-Commissioning of same in next well as per operational requirement.

v) No Day Rate Charges (RENTAL) for Tools / Equipment shall be payable during the period of inter location movement [from one well to next well] inclusive of Re-Installation & Re-Commissioning at next well. However, if the Contractor is not able to complete the ILM within the stipulated period due to the reasons not attributable to the Contractor, the Contractor shall be paid Day Rate Charges(Rental) for Tools/ Equipment on expiry of the stipulated period.

**J. ZERO RATES:**

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

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

i) All rates quoted by the Bidder shall be restricted to 50% of respective charges under above circumstances.

This will be considered as **FORCE MAJEURE RATE**.

ii) The **Force Majeure Rate** shall be payable during the first 10 (ten) days period of force majeure condition. No payment shall accrue to the Contractor beyond the first 10 (ten) days period.

**L. GENERAL NOTES:**

i) Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid

\*\*\*\*

**END OF SECTION-IV, PART-3**



**PROFORMA-A****Tender No. : CJG8546P19**

**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											
<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>											
<b>(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".</b>											
<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>											

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

Seal of the Bidder:

\*\*\*

**PROFORMA-B****PRICE BID FORMAT****Tender No. : CJG8546P19****Currency Quoted: \_\_\_\_\_****FORMAT – A (EQUIPMENT)**

Sl.No.	DESCRIPTION	UNIT	QTY	Unit Rate	Total Amount
<b>A</b>	<b><u>EQUIPMENT</u></b>				
<b>a</b>	<b>Mud Lab &amp; Accessories</b>				
1	Mobilization Charges	LS	2		
2	Demobilization Charges	LS	2		
3	Rental Charges	Days	1460		
4	ILM Charges up to 50 km	LS	11		
5	ILM Charges beyond 50 km	KM	300		
<b>b</b>	<b>DWM-1</b>				
6	Mobilization Charges	LS	2		
7	Demobilization Charges	LS	2		
8	Rental Charges	Days	1460		
9	ILM Charges up to 50 km	LS	11		
10	ILM Charges beyond 50 km	KM	300		
<b>c</b>	<b>DWM-2 (On Call Out Basis)</b>				
11	Mobilization Charges	LS	3		
12	Demobilization Charges	LS	3		
13	Rental Charges	Days	730		
	TOTAL EQUIPMENT CHARGES, A = a + b + c				
14	Interim Demobilization - Remobilization Charges for Mud Lab & Accessories	LS	2		
15	Interim Demobilization – Remobilization Charges for DWM Unit 1	LS	2		

**FORMAT – B (PERSONNEL)**

Sl. No.	DESCRIPTION	UNIT	QTY	Unit Rate	Total Amount
<b>B</b>	<b><u>PERSONNEL</u></b>				
<b>a</b>	<b>Lead Mud Engineer</b>				
16	Mobilization Charges	LS	13		
17	Demobilization Charges	LS	13		
18	ODRP	Days	1280		
19	SDRP	Days	180		

<b>b</b>	<b>Second Mud Engineer</b>				
20	Mobilization Charges	LS	13		
21	Demobilization Charges	LS	13		
22	ODRP	Days	1280		
23	SDRP	Days	180		
<b>c</b>	<b>DWM Supervisor</b>				
24	Mobilization Charges	LS	13		
25	Demobilization Charges	LS	13		
26	ODRP	Days	1280		
27	SDRP	Days	180		
<b>d</b>	<b>DWM Operator x 2 nos.</b>				
28	Mobilization Charges	LS	13		
29	Demobilization Charges	LS	13		
30	ODRP	Days	1280		
31	SDRP	Days	180		
<b>TOTAL PERSONNEL CHARGES, B= a + b + c + d</b>					

**FORMAT – C (CHEMICALS)**

Sl. No.	Chemical	Brand Name	Unit	Quantity	Unit Rate	Total Amount	Specs enclosed	MSDS enclosed
							Yes/No	Yes/No
32	Barytes		MT	500				
33	Bentonite		MT	4100				
34	Caustic Soda		MT	160				
35	CMC(HVG)		MT	200				
36	CMC(LVG)		MT	200				
37	Geltax		MT	25				
38	PAC (R )		MT	70				
39	PAC(SL)		MT	70				
40	XC Polymer		MT	200				
41	Resinated		MT	130				

	Lignite							
42	Linseed Oil		KL	800				
43	NaCl		MT	5500				
44	Cal Carb (F/M/C)		MT	800				
45	Pipelax		KL	15				
46	Mica		MT	25				
47	Saw dust		MT	25				
48	Jel flake		MT	25				
49	Walnut shell		MT	25				
50	Defoamer		KL	5				
51	Biocide (ENV)		KL	8				
52	Soda ash		MT	25				
53	Sodium bicarb		MT	10				
54	Teepol		KL	3				
55	Mud Detergent		KL	35				
56	Polyol		MT	400				
57	PGS		MT	130				
58	SAPP		MT	5				
59	PHPA		MT	65				
60	CI(amine based )		KL	7				
	<b>Total cost of chemicals (C)</b>							

**Note:**

1. Chemical names shown above are generic in nature. The bidder may quote for equivalent/substitute chemicals with proper technical literatures.
2. Successful bidder has to keep a minimum stock of the all the chemicals for two well operations with adequate stock of contingency chemicals in case of down hole problems.

**FORMAT – D (DWM CHEMICALS & CONSUMABLES)**

Sl. No.	Consumables	Brand Name	Unit	Qty	Unit Rate	Total Amount	Specs/MS DS submitted?
<b>Chemicals for DWM</b>							
61	Flocculent		MT	42			
62	Coagulant-1		MT	160			
63	Coagulant-2		MT	42			
<b>Other Consumables for DWM</b>							
64	10 micron absolute Cartridges		No	1200			
65	5 micron absolute Cartridges		No	1200			
66	25 micron bag filters		No	120			
67	40 micron bag filters		No	120			
<b>Total Cost of DWM Chemical and Other Consumables,</b>							
<b>D= 61+ 62 + 63 + 64 + 65 + 66 + 67</b>							

**Note:** Chemicals/consumables indicated in table 'D' are required for Drilling Waste

Management Service. Contractor has to optimize the chemical treatment and process system of the Company based on lab studies in its laboratory based on actual effluent encountered at well site.

**FORMAT – E (CONSUMABLES & CHEMICALS PROPOSED BY CONTRACTOR)**

Item	Consumables	Brand Name	Unit	Qty	Unit Rate	Total Amount	Spec/MSDS submitted?
68							
69							
70							
...							
...							

**Total Cost of consumables & chemicals, E = 68 + 69 + 70+.....**

**TOTAL ESTIMATED CONTRACT VALUE [T] = A + B + C + D + E**

Where,

T= TOTAL ESTIMATED CONTRACT COST FOR TWO YEARS

A= TOTAL EQUIPMENT CHARGES

B= TOTAL PERSONNEL CHARGES

C= TOTAL COST OF DRILLING FLUID CHEMICALS

D= TOTAL COST OF DWM & OTHER CHEMICALS

E= TOTAL COST OF CONSUMABLES AND CHEMICALS PROPOSED BY CONTRACTOR

**NOTE:**

- i) The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section IV, Part-3.
- II) The bidder has to quote for all the items. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, 'FOC' (Free of Cost) should be mentioned against such part of work.
- III) The quantities indicated above are tentative requirement for two years and considered for evaluation purpose of bids/estimation of total contract value only. Payment shall, however, be made at actual use against which the units rates have been asked for. No charges other than indicated above are payable.
- IV) All taxes, duties and levies excluding GST shall be borne by the Contractor. The quoted price shall be exclusive of GST. GST as applicable shall be on Company's account and as per GST Act.
- V) Bid evaluation will be carried out based on the sum total of prices of the price bid format as shown above against srl. Nos. 1 to 70. i.e, T = A + B +C + D + E

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. CJG8546P19**

*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. : CJG8546P19**

**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:

- "MT 760 / MT 760 COV for issuance of bank guarantee
- "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/contract issuing office .

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-A)
- (f) Price Bid Format, (Proforma-B)
- (g) Performance Security Form, (Proforma-F)
- (h) Agreement Form, (Proforma-G)
- (i) General HSE Points (Appendix-A)
- (j) 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. CJG8546P19**

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. CJG8546P19**

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 credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section:10 -Other provisions**

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

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

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

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

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

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

Witness 1: .....

Witness 2: .....

Place.

Date .

-----  
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.]

\*\*\*

**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 7 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.

\*\*\*\*\*



**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.

\*\*\*\*\*

**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 **15%**
- 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.

\*\*\*

**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To  
Oil India Limited

\_\_\_\_\_  
India

Dear Sirs,

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

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

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

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

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

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

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

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

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

9. Notwithstanding anything contained herein above, out 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>	<b>Rs./Foreign Currency</b>					
	<b>II. Personnel &amp; Consultant cost</b>	<b>Rs./Foreign Currency</b>					
	<b>III. Other services cost</b>	<b>Rs./Foreign Currency</b>					
	<b>IV. Total cost (I to IV)</b>	<b>Rs./Foreign Currency</b>					
<b>B</b>	<b>Taxes and Duties</b>	<b>Rs./Foreign Currency</b>					
<b>C</b>	<b>Total price quoted</b>	<b>Rs./Foreign Currency</b>					

**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)*

\*\*\*



**BIO DATA (for Lead ME/ Second ME/ DWM supervisor/ DWM operator)****(Fill up the details in Block Letters)**

Recent Color  
Passport size  
photograph

## 1. Personnel details:

i) Name:
ii) Father's Name:
iii) Date of Birth
iv) Current Address
v) Permanent Address:
vi) Current posting with designation:
vii) Passport/ License No.:
viii) Highest Educational qualifications:
ix) Aadhar No. (For Indian Citizen):

## 2. Educational Qualification:

Sl. No.	Board/University	Year of Passing	Total Marks Obtained out of Total Marks ( / )	Grade/Division

## 3. Experience Details (in Reverse Order):

Sl. No.	Company or Establishment Name	Date of Joining	Date of Leaving	Experience (in Years)	Job Details

## 4. Any other information.

## **SAFETY MEASURES**

To,

Executive Director (Rajasthan Project)  
Oil India Limited  
Rajasthan Project  
Jodhpur-342005

**DESCRIPTION OF SERVICES:** Hiring of Services for Mud Engineering and Drilling Waste Management with Chemicals for Rajasthan Project, OIL.

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_

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

- c) Due notice would be given for any change of personnel under Item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
- g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Bidder's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub bidders hired by him comply with the same requirement as the bidder himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-bidders.
2. Every person deployed by the Bidder in a mine must wear safety gadgets to be provided by the bidder. The Bidder shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Bidder fails to provide the safety items as mentioned above to the working personnel, the Bidder 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 Bidder's Bill. However, it will be the Bidder'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. The Bidder shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the Bidder and how it is to be managed.
4. The Bidder shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the bidder's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Bidder has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the bidder for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the bidder and the work and its validity period, indicating status of MVT, IME & PME.

8. The Bidder shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Bidder/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/ Engineer/Official/Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Bidder whether related to pollution, Safety or Health will be paid by the bidder only.
12. Any compensation arising due to accident of the Bidder's personnel while carrying out the job, will be payable by the Bidder.
13. The Bidder shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
14. The Bidder has to keep a register of the persons employed by him/her. The Bidder's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the Company arranges any safety class / training for the working personnel at site (company employee, bidder worker, etc.) the Bidder will not have any objection to any such training.
16. The health check-up of Bidder's personnel is to be done by the bidder in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Bidder.
19. A Bidder employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A Bidder employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Bidder's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Bidder is found non-compliant of HSE laws as required company will have the right for directing the bidder to take action to comply with the requirements, and for further non-compliance, the bidder will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a noncompliance of HSE Measures Company will have the right to direct the bidder to cease work until the noncompliance is corrected.
24. The Bidder should prevent the frequent change of his contractual employees as far as practicable.
25. The Bidder should frame a mutually agreed bridging document between OIL & the Bidder with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the Bidder will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s. -----

FOR & ON BEHALF OF BIDDER

**--END OF TENDER DOCUMENT--**