



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गाबाजार, अस्सम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgabazar, Assam

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e- TENDER NO.: CLG5782L15 DT. 23.12.2014

For

**HIRING OF SERVICE PROVIDER FOR PEER REVIEW OF WELL
ENGINEERING AND WELL SITE SUPERVISION IN BLOCK CY-OSN-
2009/2, GULF OF MANNER, (CY-OSN-2009/2)**

**Date & time of closing of Tender : 10.02.2015 AT 11:00 AM (IST)
As mentioned in the of e-portal**

**Date & time of opening of Tender: 10.02.2015 AT 3:00 PM (IST)
As mentioned in the of e-portal**

**(RUPAK KALITA)
SENIOR MANAGER(C&P) (CEMG)
FOR GENERAL MANAGER (GSC, CEMG)
FOR CHAIRMAN & MANAGING DIRECTOR**

Declaration:

SPECIAL NOTE TO THIS TENDER :

(A) The Tender as below has been addressed to 07(SEVEN) Parties arising out of Expression Of Interest (EOI). The other prospective and interested Parties may also participate against this Tender subject to the following:

(i) To forward their application for issue of Tender document along with documentary proof of meeting '**Bid Rejection Criteria' PART -2** of this Tender) to reach us within 10 days of publication at OIL's website. The application may also be sent to e-mail IDs: corp_c&p@oilindia.in and rupakkalita@oilindia.in

(ii) The application must be complete in respect of meeting the qualifying criterion mentioned under Bid Rejection Criteria (BRC) as stipulated in this Tender.

(iii) The parties must note that if Oil India Limited (OIL) is satisfied with the documentary evidences (provided by the party) establishing them to be eligible for issuance of the subject tender, the tender documents will be issued to the eligible party(ies). However, if the documentary evidences submitted by the parties are not able to establish the eligibility of the party(ies) to the satisfaction of OIL, no further correspondence will be made/entertained against the subject tender.

(B) The last date of receipt of applications, complete in all respect is **09.01.2015**. It is to be noted by all concerned that no correspondence against the subject tender will be entertained after expiry of the schedule date i.e. **09.01.2015**. As indicated above, parties may send their complete applications (with scanned copies of documentary evidences) through e-mail to the email IDs as mentioned vide (i) under para (A) above. The hardcopies of application must be received by OIL within **13.01.2015** , without which their applications will not be considered.

(C) OIL will issue the tender documents to the eligible parties after detailed scrutiny of the documents submitted by the parties. The tender documents will be issued through e-mail to the eligible parties and therefore, it is necessary that the parties must mention their valid e-mail IDs. The formal letter with tender documents will be issued to eligible parties latest by **25.01.2015**. No correspondence will be made if the parties are not found to be eligible for the subject tender as per the BRC.

(D) No request for extension of the above mentioned dates will be entertained.

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Forwarding Letter

HIRING OF SERVICE PROVIDER FOR PEER REVIEW OF WELL ENGINEERING AND WELL SITE SUPERVISION IN BLOCK CY-OSN-2009/2, GULF OF MANNER, (CY-OSN-2009/2)

Oil India limited (OIL), a Govt. of India Enterprise under Ministry of Petroleum & Natural Gas was awarded NELP VIII offshore block CY-OSN-2009/2 (area: 1621 km²) with 50% PI as Operator and Oil and Natural Gas Corporation (ONGC) with 50% PI in the Gulf of Mannar. The Production Sharing Contract (PSC) was signed on 30th June, 2010 and the Petroleum Exploration License (PEL) was granted on 2nd August, 2010 by the Government of India.

Oil India Limited (OIL), invite firm quotation for **HIRING OF SERVICE PROVIDER FOR PEER REVIEW OF WELL ENGINEERING AND WELL SITE SUPERVISION IN BLOCK CY-OSN-2009/2, GULF OF MANNER, (CY-OSN-2009/2)**, under **Single Stage Two Bid** system from experienced and competent service providers meeting the BEC/BRC of the tender.

1.0 One complete set of bid document for hiring of above services is given herewith. You are requested to submit your most competitive bid through OIL's e-tender portal well before the scheduled bid closing date and time as mentioned in the portal against this tender. For your ready reference, few salient points (covered IN DETAIL IN THIS BID DOCUMENT) ARE HIGHLIGHTED BELOW:

(i)	Tender No	:	CLG5782L15 DT. 23.12.2014
(ii)	Type of Bid	:	Limited Single Stage TWO Bid System
(iii)	Bid Closing date & Time	:	As Mentioned in the On-line Tender
(iv)	Bid Opening date & time	:	As Mentioned in the On-line Tender
(v)	Bid Submission Place	:	Bid to be submitted on line through OIL's e-tender portal. However, voluminous documents like catalogue, company's profile and any other volumetric technical literature as required as per tender can be submitted to the following address within the bid closing date time :

			OIL INDIA LIMITED CEMG / E&D Group FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301, U.P
(vii)	Bid Opening Place	:	OIL INDIA LIMITED CEMG / E&D Group FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301, U.P
(viii)	Bid Security	:	Rs. 9,08,000.00 or USD 14,645.00 valid for 150 days from date of opening of technical bid.
(ix)	Amount of Performance Bank Guarantee	:	@ 7.5% of Total Contract Value. The Validity of the PBG should be 06 months after completion of works or 03 months after completion of warranty obligation, whichever is later
(x)	Bid validity	:	120 days from the date of technical bid opening
(xi)	Completion period/Duration of the Contract	:	The contract shall be initially for a period of 1 (one) year from the Date of Commencement of the Contract with an option to extend the contract period for 6 (six) months at the discretion of Company at the same rate, terms and conditions.
(xii)	Quantum of Liquidated Damage for default in Timely Mobilization and Completion of work.	:	1/2 % of total contract value for Phase I for delay per week or part thereof subject to maximum of 7 ½ %
(xiii)	<p>INTEGRITY PACT: “OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure - A of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who sign the bid.”</p> <p>NAME OF INDEPENDENT EXTERNAL MONITOR:</p> <p>(a) Shri N. Gopalaswami, IAS (Retd.). Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile). E-mail: gopalaswamin@gmail.com</p> <p>(b) Shri Ramesh Chandra Agarwal, IPS. Phone: +91-9810787089, 91-1122752749. E-mail: rcagarwal@rediffmail.com</p>		

2.0 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders are required to submit both the “**TECHNO-COMMERCIAL UN-PRICED**” and “**PRICED**” bids through electronic format in OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL’s e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the Technical RFX Response link only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under “**Notes and Attachments**”. A screen shot in this regard is given below. However, we request bidders to go through OIL’s e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL’s e – tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section – VI.

The screenshot shows the 'Display RFX Response' interface. At the top, there are tabs: 'Technical RFX Response', 'Close', 'Withdraw', and 'Valid'. A red arrow points from a text box to the 'Technical RFX Response' tab, with the text: 'Go to this Tab “Technical RFX Response” for Uploading “Techno-commercial Unpriced Bid”.' Below the tabs, there is a section for 'Basic Data' with fields for 'RFX Response Number' (60006452), 'RFX Number' (TEST2), 'Status' (Submitted), 'RFX Owner' (WIPRO_TEST1), 'Total Value' (0.00 INR), and 'RFX Response Value'. Below this, there are tabs for 'RFX Information', 'Items', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. A red arrow points from a text box to the 'Notes and Attachments' tab, with the text: 'Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.' Below the tabs, there is a section for 'Event Parameters' with fields for 'Currency' (Indian Rupee), 'Detailed Price Information' (Price with Conditions), and 'Terms of Payment' (9010 90% against despatch+10% after receipt). Below this, there is a section for 'Partners and Delivery Information' with a table that contains no data.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Un-priced Bid” and “Priced Bid” in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check Technical RFX Response | Close | Save | Verify sign

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information | Items | **Notes and Attachments** | Conditions | Summary

Area for uploading Techno-Commercial Unpriced Bid*

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview

Area for uploading Priced Bid**

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning ▲ | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
i The table does not contain any data						

Notes :

- (i) The “Techno-Commercial Un priced Bid” shall contain all techno-commercial **details except the prices.**
- (ii) 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. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and clock on OK to save the File.
- (iii) The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate **with organization name** [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- (iv) The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of **“Class -3” with Organizations name, the bid will be rejected.**
- (v) Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.
- (vi) The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

4.0 Interested bidders may contact the following person to visit the site at their own expenses to have a realistic assessment of the requirement.

Mr. G.K.GOGOI
HEAD- DRLIING(PROJECT)
OIL INDIA LIMITED,
IT Infrastructure building, 5th Floor, FC – 24,
Sector 16A, NOIDA 201301
PH. NO. 0120-2511648
E-mail: cemg_c&p@oilindia.in

5.0 For any technical help in regards to uploading of bids in the OIL's e-tender portal, may please contact the following person :

Mr. A.J. Sarmah
Sr. Manager- ERP, OIL INDIA LIMITED, DULIAJAN, ASSAM
Ph no. 09954486025, e-mail : ajsarmah@oilindia.in,
erp_mm@oilindia.in

We now look forward to your valuable offer through OIL's e – portal against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED



(Rupak Kalita)
Senior Manager (C&P)(CEMG)
For General Manager (GSc-CEMG)
For Chairman & Managing Director
Ph no. 9910014067
rupakkalita@oilindia.in

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) Forwarding Letter highlighting the following points:
 - (i) Company's Tender No.
 - (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 mobilizations
- b) Instructions to Bidders, (Part-1).
- c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2).
- d) General Conditions of Contract, (Section-I).
- e) Terms of Reference/Technical Specification, (Section-II).
- f) Special Conditions of Contract, (Section-III)
- g) Schedule of Rates, (Section-IV).
- h) Integrity Pact Proforma, (Annexure-A).
- i) ~~Estimated CIF value of items at the time of import, (Proforma-~~
- A) (Not in use).**
- j) Price Schedule Format, (Proforma-B).
- k) Bid Form, (Proforma-C).
- l) Certificate of Compliance with respect to BRC(Proforma-D)
- m) Statement of Non-Compliance, (Proforma-E)
- n) Bid Security Form, (Proforma-F)
- o) Performance Security Form, (Proforma-G)
- p) Agreement Form, (Proforma-H)
- q) Proforma of Letter of Authority, (Proforma-I)
- r) Authorisation for Attending Bid Opening, (Proforma-J)

- 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". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. 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 shall also 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.

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 as per the Terms of reference / Technical Specification.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form **without indicating prices** in Proforma-C
- (v) Statement of Non-compliance as per Proforma-E
- ~~(vi) Proforma-A: List of items to be imported **without** the CIF values. (Not in Use)~~
- (vii) Copy of Priced Bid ***without indicating prices*** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as **Annexure-A** 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. (Not in Use)~~

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

7.0 BID FORM:

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

8.0 BID PRICE:

- 8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.
- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal

taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

9.0 CURRENCIES OF BID AND PAYMENT:

- 9.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) 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 REJECTION CRITERIA (BRC) / 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 11.8.
- 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 any one of the following forms:
- (a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format vide Proforma-F or in another form acceptable to the Company : Bank Guarantee/LC issued from any of the following Banks only will be accepted :
 - i) Any Nationalised / scheduled Bank in India or
 - ii) Any Indian branch of a Foreign Bank or
 - ii) Any reputed foreign Bank having correspondent Bank in India

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids 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.

- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 180 days from the date of issue and payable

at Delhi / Noida,. Otherwise same will be deposited in OIL's bank account and will be returned by issuing an interest free demand draft of same amount after finalization of tender.

- 11.3 Any bid not secured in accordance with sub-clause 11.2 above shall be rejected by the Company as non-responsive.
- 11.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security is furnished.
- 11.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.8 The Bid Security may be forfeited:
- i) If any bidder withdraws their Bid during the period of bid validity
 - ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity.
 - iii) If the bidder does not accept the LOA issued by Company within the validity of the bid
 - iv) If the bid is accepted by OIL, and work is awarded but the contractor does not furnish the Performance Security.
- 11.8.1 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as per OIL's banning policy.
- 11.9 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the C-folder of OIL's E-portal. The **original Bid Security** shall be submitted by bidder to the office of **General Manager (GSc), Attn: Sr. Manager (C&P) (CEMG), Oil India Limited, FC-24, 5th Floor, IT Infrastructure Building, Sector-16A, NOIDA-201301 , INDIA** in a sealed envelope which must reach General Manager (CMC)'s office before the Bid Closing date and Time failing which the bid shall be rejected.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY :

Central Govt. offices and Central Public Sector undertakings of India. NSIC and SME vendor of India are exempted from submitting Bid Security.

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.

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 in original 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-I**) 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 Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "**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 RFx Response" 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 RFx Response", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the "TENDER No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to SR. Manager (C&P), OIL INDIA LIMITED, CEMG / E&D Group, FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301,

U.P on or before the bid closing date and time indicated in the TENDER/ e-tender portal :

- i) The Original Bid Security along with 2(two) copies
- 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/Telex/Telegraphic/Telephonic will not be considered.

15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **Proforma-E** of the bid document and the same should be uploaded along with the Technical Bid.

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

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

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

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

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will

be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the TENDER.

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 on-line 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 has been submitted by the bidder. Bidder may however request **SM (C & P), Oil India Limited, Noida**
- 17.2 for returning their bids/quote before the original bid closing date and time for resubmission. But no such request would be entertained once the submission deadline has reached or bids are opened.
- 17.3 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.
- 17.4 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 the Bid Closing Date and Time as 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 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 by written notice prior to Bid Closing Date & Time.
- 19.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 19.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

- 19.4 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.
- 19.5 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

20.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

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-J**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bid for which an acceptable notice of withdrawal has been received 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(if called for), and such other details as the Company may consider appropriate.

- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.3.
- 21.6 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.
- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.8 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.
- 21.9 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 deleted.
- 22.3 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.

- 22.4 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 REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

24.1 DISCOUNTS / REBATES:

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

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

24.3 LOADING OF FOREIGN EXCHANGE:

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

24.4 EXCHANGE RATE RISK:

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

24.5 REPATRIATION OF RUPEE COST:

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

25.0 CONTACTING THE COMPANY:

- 25.1 Except as otherwise provided in Clause 21.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 21.7.
- 25.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA:

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

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

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

28.0 NOTIFICATION OF AWARD:

- 28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

29.0 PERFORMANCE SECURITY:

- 29.1 Within 2(two) weeks of 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-G** or in any other format acceptable to the Company and must be in the form of Bank Guarantee(BG) or an irrevocable Standby Letter of Credit(S L/C) from any of the following Banks :

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- ii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the date of issue of LOA(Letter of Award). 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.

- 29.2 The Performance Security specified above must be valid for 3(three) months (covering the warranty period) plus 3 months to lodge claim, if any, beyond the contract period. The Performance Security may 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 fulfill 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 may be debarred for a period of 2(two) years from the date of default or the period as per Company's banning policy.

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 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. 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 within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the

Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

32.0 CREDIT FACILITY:

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

33.0 MOBILISATION ADVANCE PAYMENT:

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

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

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

34.0 INTEGRITY PACT:

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

34.2 OIL has appointed Shri N. Gopalaswami, IAS (Retd), Ex-CEC and Shri R. C. Agarwal, IPS(Retd) as Independent Monitors(IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in

OIL. Bidders may contact the Independent Monitors for any matter relating to the TENDER at the following addresses:

- i) Shri N. Gopalaswami, IAS(Retd), Ex-CEC,
Phone No. : 91-44-2834-2444(Res),91-9600144444(Cell);
E-mail: gopalaswamin@gmail.com
- ii) Shri R. C. Agarwal, IPS(Retd), Phone No. : 91-11-22752749(Res), 91-9810787089(Cell) ; E-mail :
rcagarwal@rediffmail.com

35.0 LOCAL CONDITIONS:

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

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

36.0 SPECIFICATIONS:

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

END OF PART - 1

PART – 2

BID REJECTION / BID EVALUATION CRITERIA (BRC/BEC)

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

A. **TECHNICAL**: Bidders must meet the following criteria:

- 1.0 The bidder must have experience of providing services of well engineering/ well engineering & peer review for at least 5 (five) number of deep water offshore wells, with at least 2 (Two) wells in water depth of 800 meters or more, to any reputed offshore E&P operator during last 5 (five) years. Period in this regard shall be reckoned prior to the bid closing date.
- 1.1 In support of above experience criteria, bidders are required to submit documentary evidences like relevant pages of contracts/work orders along with completion certificate/payment certificate issued by the clients or any other documents showing details of work carried out to complete the full scope of work as enumerated in the Scope of Work etc.
- 2.0 The bidder will have to offer and provide all the services under scope of work and required to refer to the relevant part of the Bid for detailed scope of work for the services to be carried out. Categorical confirmation is essential in this regard.
- 2.1 The bidder shall have to meet all the technical criteria / aspects stipulated in the Scope of work.
- 2.2 The personnel for well-site supervision and monitoring of operations and the Base Manager shall meet the experience and qualification criteria stipulated in scope of work. Bidder shall provide list and CV (curriculum vitae) in the prescribed Format in favour of the personnel to be deployed tentatively.

3.0 **Financial Requirement** :

3.1 The bidder must have average annual financial turnover of at least of **Rs. 2.724 Crore or USD 440,000** or equivalent in other foreign currency during last 3 (three) calendar years ending on 31 December 2013 (2011, 2012 & 2013). The proof of Annual Turnover should be either in the form of Audited Balance Sheet/Audited Annual Reports or Certificate from Chartered Accountant Firm indicating their Membership/ Code number along with Profit and Loss Account. These documents are to be submitted with the Technical Bid.

3.2 Bidders who themselves do not meet the above turnover criteria can also be considered provided that the turnover of the ultimate / holding parent company in the last financial year is more than **Rs. 2.724 Crore or USD 440,000** or equivalent in other foreign currency. Copy of the latest published Audited Annual Report to be submitted by the ultimate / holding parent company, alongwith the techno-commercial bid.

3.3 In case the Bidder is a Consortium of Companies, any one of the Consortium members individually shall have to meet the financial turnover criteria mentioned in para 3.1 above

4.0 **“Eligibility criteria in case bid is submitted on the basis of technical experience of the parent/ subsidiary company:**

Offers of those Bidders who themselves do not meet the technical experience criteria as stipulated in the above BRC can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary. However, the parent/ subsidiary company of the Bidder should on its own meet the technical experience as stipulated in the BRC and should not rely for meeting the technical experience criteria on its sister subsidiary / co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/ subsidiary company for successful execution of the contract, **the participating bidder should enclose an Agreement (as per format enclosed at Attachment – I) between the parent and the subsidiary company or vice-versa and Parent/ Subsidiary Guarantee (as per format enclosed at Attachment – II) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the techno-commercial bid.**

5.0 Eligibility criteria in case bid is submitted on the basis of technical experience of sister subsidiary / co-subsidiary company:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in the above BRC can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:

- i. Provided that the sister subsidiary / co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent / holding company along with the techno-commercial bid.
 - ii. Provided that the sister subsidiary / co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the technical experience criteria stipulated in the BRC.
 - iii. Provided that with a view to ensure commitment and involvement of the ultimate parent / holding company for successful execution of the contract, the participating bidder shall enclose an agreement (**as per format enclosed at Attachment – III**) between them, their ultimate parent/ holding company and the sister subsidiary / co-subsidiary company.
- 6.0 **In case the Bidder is a Consortium of Companies**, the Leader of the Consortium should satisfy the minimum experience requirements as stipulated in the above BRC. However, any one of the Consortium members individually shall have to meet the financial turnover criteria mentioned in para 3.0 above. Only the leader of the Consortium shall be permitted to submit the Bid on behalf of the consortium.
- 7.0 **In case the Bidder is an Indian Company/Indian joint venture Company**, either the Indian Company/Indian joint venture Company or its technical collaborator/joint venture partner should meet the criteria as stipulated in the above BRC. However, the Indian Company/Indian joint venture Company must meet the financial turnover criteria mentioned in para 3.0 above.
- 8.0 Acceptable Memorandum of Understanding (MOU) has to be made between consortium members/joint venture partners/technical collaborator (as the case may be), clearly defining the role/responsibility (scope of work) of each partner/member, binding the members jointly and severally to all obligations under the contract, if awarded. The MOU should be addressed to OIL and shall remain valid and binding for the entire period of Tender/contract.

B. **COMMERCIAL :**

- 1.0 Bids are invited under **“SINGLE STAGE-TWO BID SYSTEM”** i.e. the bidders are required to submit both the **“TECHNO-COMMERCIAL UN-PRICED”** and **“PRICED”** bids online through electronic format in OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The **“Techno-Commercial Un priced Bid”** is to be submitted as per Scope of Work & Technical Specifications of the tender and the **“Price-Bid”** as per the online Price Bid Format given in the **“Notes and Attachments”** of the e-tender portal. Any offer not complying with the above will be rejected straightaway.
- 2.0 In **“Techno-Commercial Un priced Bid opening”**, only the Technical RFX Folder will be opened. Therefore, the bidder should ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** including **SCANNED COPY OF BID-SECURITY** and **SIGNED & SCANNED COPY OF INTEGRITY PACT PROFORMA** are uploaded in the Technical RFX Folder otherwise the offer will be rejected outright. **No price should be given in Technical RFX Folder, otherwise offer will be rejected.**
- 3.0 Prices/Rates should be quoted / maintained in the “price schedule format” given in the “Notes and Attachments” of the e-tender portal. The rates quoted in the “price schedule format” will only be considered. If no price is entered / maintained against any item, it will be considered that no charge is involved against that item.
- 4.0 Prices and rates quoted by the Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price terms will be rejected.
- 5.0 **Bid Security** : Bid Security of **Rs. 9,08,000.00 or USD 14,645.00** in original must reach the office of the GM (Gsc,-CEMG), Oil India Limited (OIL), 5th Floor, IT Infrastructure Building, Sector-16A, Noida-201301 UP, India, before the “Techno-Commercial Bid Opening Date and Time”. The amount of Bid Security shall be as specified in the “Forwarding Letter” and should be valid for **150 days** from the bid closing date. Scanned copy of this Bid-Security should also be submitted / uploaded online along with the “Techno-Commercial Un-priced Bid”. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender. If a proper Bid Security in ORIGINAL for an amount and validity as aforesaid is not received, within the Bid Opening date and Time at the office of General Manager (Gsc, CEMG) for Senior Manager (C&P)(CEMG),OIL, NOIDA, the bid will be rejected without any further consideration.
- 6.0 **Bid Validity** : Validity of the bid shall be minimum **4 months (120 days)** from Bid closing date. Bids with lesser validity will be rejected.
- 7.0 All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) **with organization name** as per Indian IT

Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be rejected.

8.0 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed in the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the bid.” **If the bidder declines to submit the Integrity Pact with the offer, the offer will be rejected.**

9.0 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:

- | | |
|--------------------------------|-------------------------|
| - Performance Guarantee Clause | - Termination Clause |
| - Liquidated Damages Clause | - Arbitration Clause |
| - Tax liabilities Clause | - Liability Clause |
| - Insurance Clause | - Applicable Law Clause |
| - Force Majeure Clause | - Integrity Pact |

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

11.0 Joint venture/ Consortium bids:-

- (a) In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortium/Joint Ventures. In their own interest, the bidders are advised to investigate the capabilities, availability of expertise and resources such as experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners/members of the consortium/joint venture.
- (b) In the event the successful bidders is a joint venture formed of two or more companies, the Company requires that the parties to the joint venture accept joint and several liability for discharging all obligations under the Contract.
- (c) Only the Leader (or, the proposed Leader) of the consortium (say M/s. ‘A’) can buy the bid document on behalf of the consortium (or the consortium being formed). The tender document shall be issued in the name of Leader of “Consortium of M/s. ‘A’, ‘B’, ‘C’ etc.
- (d) The leader of the Consortium/Indian leader can submit bid on behalf of consortium of bidders. Memorandum of Understanding between the Consortium members duly signed by the Chief

Executives of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. 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/Joint Venture :-

- (i) The leader of the consortium/joint venture on behalf of the consortium / joint venture 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/ joint venture members.
- (ii) Any correspondence exchanged with the leader of consortium/joint venture shall be binding on all the consortium/joint venture members.
- (iii) Payment shall be made by OIL only to the leader of the consortium/joint venture towards fulfillment of contract obligations. (If direct payment to each member is required for their part of scope of works, the same should be clearly indicated in the bid along with member-wise details of price break-up).
- (e) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer. Other members of the consortium may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the leader.

In case of bids from Joint Ventures, the bid shall be digitally signed by any one partner of the Joint Venture. The Power of Attorney from each of other Joint Venture partner(s), authorizing the signatory for signing and submission of Bid on behalf of individual partners must accompany the Bid offer. Other partners of the Joint Venture may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the signatory.
- (f) Documents/details pertaining to qualification of bidder as per Proforma of document attached with the bidding documents must be furnished by each partner/member of consortium/joint venture complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (g) Constitution of Consortium: If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid

of such a consortium shall be liable for rejection unless such a change is agreed to by OIL in writing.

- (h) **Signing of Contract:** In the event of award of contract to the consortium/joint venture, the contract may be signed by the leader and members of the consortium/joint venture and the liability of each one of them shall be joint and several. Alternatively the contract may be signed by an authorised officer of the consortium/joint venture on its behalf as well as on behalf of each and every member separately with a valid power of attorney from each member duly notarised and thereafter every member should countersign the contract in token of having confirmed the contract.

4.1 The bidder should submit a declaration to the effect that neither the bidder themselves, not any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by OIL debarring them from carrying on business dealings with OIL.

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

A. GENERAL

- a. The USER ID issued by Oil India Limited is not transferable and the bid must be submitted by the bidder in whose name the USER ID is issued. Bids received from any bidders who have not been issued USER ID by OIL will be rejected outright.
- b. Bidders are requested to submit their bid directly and not through their agents in India. Against this tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid. Simultaneously for the same item/product, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- c. Any Bid containing a false statement shall be rejected.
- d. The compliance statement should be digitally signed and uploaded along with the Techno-Commercial Bid (un-priced). In case bidder takes exception to any clause of tender document not covered under BEC/BRC, 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.

- e. If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.
- f. Any exception or deviation to the tender requirements must be tabulated by the Bidder in their Techno-Commercial Bid only. Any additional information, terms or conditions included in the Price-Bid will not be considered by OIL for evaluation of the Tender.

II. BID EVALUATION CRITERIA (BEC)

The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.

- 1.0 Price-Bids of only the technically qualified bidders will be opened on a predetermined 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-schedule Format** and the contract will be awarded to the lowest evaluated bidder.
- 2.0 It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format are only for the purpose of evaluation of the bids. The Contractor will 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.
- 3.0 For evaluation of the bids, B. C. Selling market rate of State Bank of India prevailing one day prior to the price-bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for Conversion in to single currency.
- 4.0 **Customs Duty:** The service covered under this tender shall be used by OIL in the NELP Blocks awarded after 01/04/99 and hence applicable Customs Duty for any import of items against the Contract shall be ZERO.

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SECTION-I
GENERAL CONDITIONS OF CONTRACT

1.0 **DEFINITIONS:**

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

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or "OIL" means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Services" means the work specified in Section-II, Part-3 and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- (h) **"Specification"** means the description of the Services and/or Equipment (if any) set out in Section-II
- (i) **"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.
- (j) **"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.
- (k) **"Willful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the

Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

- 2.0 **EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**
- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 **MOBILISATION TIME:** The Well Engineering team meeting stipulated experience and qualification criteria shall report at Noida (NCR) office of OIL and start working as per Scope of Work (SOW) within 30 days from the date of receipt of Letter of Award (LOA) issued by OIL and shall complete the work as per SOW of Phase-I within 60 days from the date of receipt of LOA.
- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects and the Contractor is in readiness to commence the work shall be treated as date of commencement of Contract.
- 2.4 **DURATION OF CONTRACT:** The duration of the Contract will be for one year (**12 months**) from the date of Commencement of the Contract and may be extended by **Six months** at the same rates and terms and 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 (Section II) in most economic and cost effective manner.
- 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 his 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.
- 4.2 Allow Contractor and his personnel 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 the contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**
- 5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2 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, local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard unless specified otherwise elsewhere in bid/ contract document.
- 5.3 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 within 3(three) months after completion of the Contract that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not

performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
 - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
 - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;

- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 **TAXES:**

- 8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

- 8.8 **Service Tax:** The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.
- 9.0 **INSURANCE:**
- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub Contractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-Contractor, Contractor may self-insure the same.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others :
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, 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.

10.0 **CHANGES:**

- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section 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 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):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate 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 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 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the 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:

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

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

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

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

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

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

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

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

The venue of all arbitrations under both 13.1 & 13.2 will be Delhi/ NOIDA. 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:

Company

a) **For contractual matters**

b) **For technical matters**

SM(C&P) OIL INDIA LIMITED FC-24, 5TH FLOOR, SECTOR-16A, IT INFRASTRUCTURE BUILDING NOIDA – 201 301 UTTAR PRADESH Fax No. 0120-2488327 E-MAIL: corp_c&p@oilindia.in; cemg_c&p@oilindia.in	Mr. G.K.GOGOI HEAD- DRLIING(PROJECT) OIL INDIA LIMITED, IT Infrastructure building, 5th Floor, FC – 24, Sector 16A, NOIDA 201301 PH. NO. 0120-2511648 E-mail: cemg_c&p@oilindia.in
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c) **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 (ies). Except for the main services under this contract, Contractor may subcontract 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 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 work within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % of the total **Contract value for Phase I** per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause 2.0 of Section-I.

17.1.1 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.2 **Not in use**

17.2.1 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period. In the event of non-completion of the jobs as per the provisions of this contract, the company reserves the right to claim back the amount already paid to the Contractor. Any part/phase completion, barring the final phase, will be regarded as non-completion of the contract and loss of time & cost to the company.

17.3 However, the maximum amount of Liquidated Damages for both delay in Mobilisation and delay in submission of final report combined shall not exceed 7.5% of total contract value.

18.0 **PERFORMANCE SECURITY:**

The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 7.5 % of estimated Contract Price) valid till _____ towards performance security. 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 IFB No. CLG5782L15 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 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 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 **INDEMNITY AGREEMENT:**

22.1 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.

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

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

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

24.1 Company shall pay to Bidder, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

24.1.1 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

- 24.2 **MANNER OF PAYMENT:** All payments due by Company to Bidder shall be made at Contractor's designated bank. All bank charges will be to Bidder's account.
- 24.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Bidder written notice of objection to any item or items the validity of which Company questions.
- 24.4 **INVOICES:** Bidder shall raise invoices for release of the payment against the contract at the end of the contract as indicated in the Schedule of Rates of the contract. Payment of undisputed portion of the invoice shall be released within 30 (thirty) days of receipt of invoice.
- 24.5 Company shall within 30 days of receipt of the invoice notify Bidder 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. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub- clause 24.3 above.
- 24.6 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 24.7 Bidder shall maintain complete and correct records of all information on which Bidder's invoices are based upto 3 (Three) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by Company of Bidder's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Bidder to Company and (ii) that Bidder is otherwise in compliance with the terms and conditions of this Agreement.
- 24.8 **SET-OFF:** Any sum of money due and payable to the Contractor(including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL(or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL(or such other person or persons contracting through OIL).
- 25.0 **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.

26.0 **APPLICABLE LAW:**

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

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

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- 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 AGST Act, WB & Bihar Tax Act~~
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal and Bihar Entry Tax Act

27.0 **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.

28.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in

addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

- 29.0 **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.
- 30.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,
- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
 - (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
 - (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.
- 31.0 **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.

END OF SECTION – I
&&&&

SECTION II

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS/SCOPE OF WORK

This section establishes the scope and schedule for the work to be performed by the Bidder and describes the specifications, instructions, standards and other documents including the specifications/ description for any materials, tools, equipment, services etc, which the Bidder shall satisfy or adhere to in the performance of the work.

1. PROJECT OBJECTIVE:

- OIL INDIA LIMITED (OIL) intends to drill **one exploratory deep-water offshore well** (as briefed below) successfully and cost effectively following safe & environment friendly and industry standard practices.
- Evaluate potential hydrocarbon reservoirs as per Evaluation Program.
- Suspend/Complete the wells as per the Drilling/Completion Program' requirements.

2. EXPLORATION AREA:

The well will be drilled in Gulf Of Mannar, South of Tuticorin in Cauvery Block CY-OSN-2009/2 of India referred to as the Contract Area in accordance with the drilling program. The Block CY-OSN-2009/2 of 1621 Sq. Km area has been awarded by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India, under its New Exploration Licensing Policy (NELP) round VIII, to the consortium of Oil India Limited (OIL), A Govt. of India Enterprise (with 50% stake as the Operator) & OIL and Natural Gas Corporation Limited (ONGCL) with 50% stake as the partner for the Block.

3. BASIC DATA OF THE WELL:

- Location name: Loc 4A
- Water Depth : 400m (approx.)
- Target Depth: 5200m (BML)
- Lat: 08°56'47"N
- Long: 79° 04' 57" E
- Expected pore pressure at TD is 11.5pp EMW
- Expected BHT at TD -270° F
- Presence of H2S & CO2 – Unlikely

Tentative Casing & Mud Program:

Casing & Hole Size	Casing shoe from RKB	Mud program
36" Hole Jetting with 26" Drill Ahead Tool	500m	Sea water & Sweeps
26" Hole x 20" casing	1200-1400m	Sea water & sweeps
Hole Opening 17.1/2" to 22" x Casing 16"	1800-2000m	9.3 to 9.8ppg SOBM
Hole open 14.3/4" to 17.1/2"x Casing 13.5/8"	2900-3100m	9.8 -10.4ppg SOBM
12.1/4" Hole x Casing 9.5/8"	4200m	11.0-11.4ppg SOBM
8.1/2" Hole x 7" Casing	5600m	11.5ppg SOBM
5.7/8" / 6" Hole x 4.1/2" Liner (if reqd)	As/If reqd	11.5 ppg SOBM

MOBILE OFFSHORE DRILLING UNIT (MODU):

Semi-Submersible or Anchored moored Drill-ship suitable for the indicated well & water depth is likely to be deployed.

4. TENTATIVE SCHEDULE & LOGISTICS:

- a) **Date of commencement of Drilling: In the Month of June' 2015**
- b) **Likely Duration of Programme:** Approximately 90 days + 30 days for well testing (if carried out)
- c) **Logistical Support/Supply Base:** Company shall Operate from a third party operated shore base yard at Kakinada, Andhra Pradesh, India from where all supplies like casing, bits, mud chemicals, liquid mud, cement , Pot water ,fuel shall be supplied by Company hired OSVs. Kakinada is well connected by Road, Train, Air, and Sea from any part of India.
However for crew change, air lifting any emergency materials or other works, company may operate a office at Tuticorin for liaising air and sea logistics. The communication to the nearest Town Tuticorin, from where the Well Location 4A can be approached via Supply Boat or by Helicopter is available through air, water, rail & road.

5. OBJECTIVE OF THE SERVICES:

OIL intends to hire Expert Services from Experienced & Reputed Domain Experts for "Peer Review of Well Engineering"; "Supervision, Monitoring & Execution of Drilling, Completion & Testing works/ operations" and "Managing Logistics & Materials" for the exploratory deep-water offshore well for execution of operations and successful completion of the well following industry standards, cost effective, safe and environment friendly manners. Services for Monitoring, Supervision & Troubleshooting will be required at site as well as from base (on call out basis). Quality and Value of Time is the essence of desired services.

The Bidder must have adequate relevant experience and reputation to provide the expert services for “Well Engineering and Supervision & Monitoring of Drilling & Completion Operations for Deep Water Offshore Wells” in order to ensure capability of rendering quality services under the scope.

6. GENERAL SCOPE:

Under the scope of work, the bidder/ contractor shall be required to provide following expert technical services for the exploratory deep-water offshore well.

- Peer Review of Well Engineering and Drilling & Completion Program”
- Monitoring, Supervision & Execution of drilling, completion & testing operations”
- Management of Logistics and Materials
- Closeout

The Bidder/ Contractor shall be responsible to collect data from OIL, review the entire Well Engineering, Design, Drilling & Completion program including HSE aspects worked out by OIL. After review they shall provide Reviewed/Revised & Optimized details of Well Engineering & Design, Drilling Completion & Testing programs of the well.

They shall be responsible to execute drilling, completion & testing operations/ works of the well through monitoring, supervision & troubleshooting from well site as well as from base by deployment of competent personnel for respective position as per scope. They shall also be responsible for management of logistics, well site inventory management and materials for smooth running of operation.

The Contractor shall provide technical services in Peer Review of Well Engineering, Operational Supervision and Management of Logistics & Materials through competent personnel, established process, and appropriate hardware and software packages.

Bidder/ contractor shall have and use all software which are necessary for Peer review of Well Engineering/ Design, Well Engineering and other services under scope of work for successful drilling, completion & testing of the well. For Well Engineering Some of these are enumerated below:

- a) Well Design
- b) Casing & Tubing Design
- c) Casing Seat Selection
- d) BHA Design
- e) Drilling Fluid & Completion Fluid Design
- f) Hydraulics Design
- g) Cementing Design

- h) Pore Pressure prediction
- i) Well Control
- j) Cost estimation
- k) Any other software that may be required for efficient & effective Well Engineering & Planning and execution of operations.

7. BROAD SCOPE OF WORK:

The services under this scope are required in three phases-

Phase-I (Pre Drilling Phase)

Phase-II (Operational Phase)

Phase-III (Close out Phase)

7.1 PHASE-I (PRE DRILLING):

Services for Peer Review of “Well Engineering and Drilling, Completion & Testing Program”

- A) The well engineering team (who will carry out review of Well Engineering, Drilling completion & Testing Program etc) shall report at Noida office of OIL within 30 days from the date of receipt of **Letter of Award (LOA)** to collect relevant data/ documents and interact with OIL-team. The team shall comprise **at least one competent Drilling Engineer and one competent Geologist/Petroleum-Geologist/Geo-physicist/ Petro-physicist** who shall meet the stipulated (hereafter in this Scope of work) experience and qualification criteria. They will review and work on the followings.
 - i) Detailed Well Design including Basis of Design
 - ii) Selection of optimum trajectory for the holes with respect to well surface location and the target reservoir level - Well Path / Trajectory Design
 - iii) Drilling Fluid & Completion Fluid Design
 - iv) Cementing Program and Design
 - v) Bit Programme, Drill String Design and Hydraulics Design & Optimization
 - vi) Phase wise Planned Drilling Time Log for the wells
 - vii) Wire line logging & Coring requirement at various stages and programs thereof.
 - viii) Detailed Drilling Program and Procedures for each phase & operation (including operational steps in details, BHA/ String and parameters to be followed)
 - ix) Testing and Completion Material Specifications
 - x) Detailed Testing & Completion Program and Procedures
 - xi) Evaluation Programme Strategy & Design
 - xii) Preparation of Bridging Documents related to all operations, services and HSE
 - xiii) Well control programme and procedures based on the known well pressure profile

- xiv) Contingency Programme and procedures including Oil Spill
- xv) Well suspension/abandonment programme
- xvi) One page drilling montage (should include all the relevant well information)
- xvii) Risk Matrix
- xviii) HAZID/HAZOP & QRA
- xix) QHSES Compliance & Safety Programmes
- xx) AFE Preparation including agreed contingency fund

B) **Deliverables:** The followings are to be performed and completed by the Well Engineering Team **within 60 days** from the date of receipt of Letter of Award (LOA).

- i) Upon review of the data and documents made available to the bidder/ contractor's Well Engineering Team, they should submit optimized, corrected/ edited and reproduced information/ data/ documents etc (as applicable) pertaining to all the required and relevant information/ data/ documents etc but not limited to the above (7.1.A). The detailed engineering design of casing program for the wells shall be done considering Gas kick and utilizing temperature modeling and tri-axial stress analysis software for casing and completion designs. **Well Engineering/designing shall be carried out using the industry recognized and proven software like "Landmark WellCat" or equivalent for offshore deep-water well engineering & designing application.**
- ii) Upon review, if any of the work/ document is found to be not up to the mark/ standard, the same is/ are to be rectified and remade.
- iii) The bidder/ contractor's personnel will take stock of the entire Well Engineering work and documentation done by OIL and in case of any shortcomings that shall be fulfilled by the bidder's / contractor's personnel. If any document is found to be missing or not prepared, that shall be prepared and submitted by the bidder/ contractor's personnel.
- iv) Both soft and hard copies of the desired information/ reports/documents under the scope are to be submitted.

7.2 **PHASE-II (OPERATIONAL PHASE):**

The requirements of services in this phase are as follow.

A. WELL-SITE SUPERVISION SERVICES

A.1 Services Requirements

The bidder/ contractor shall be directly responsible for the monitoring, supervision, troubleshooting, coordination, execution and evaluation of drilling, completion & testing operations according to the drilling

programs professionally and efficiently. The Contractor shall provide 24 hours supervision at the well site throughout the campaign period. Contractor shall ensure that the job be executed according to the program, in an effective and safe manner without any harm to equipment, personnel and the environment. The Contractor shall supervise the operations at the well-site by having competent Drilling Supervisors (DS) & Drilling Engineer who must have adequate practical & theoretical knowledge, experience, expertise and confidence in deep water offshore drilling operations in order to meet the requirements of the services. The DS will give written instructions and the sequence of operations to the “Rig Contractor’s OIM/Tool-pusher” and to all relevant service providers present on the rig. The Well Site Supervisor is responsible to authorize all operational plans at the well site.

Q-HSE

- Ensure Health, Safety and Environment policies, standards and procedures of Operator and all statutory organizations are implemented at the rig-site.
- Hold safety meetings on the rig for the entire well-site team.
- Responsible for managing the Emergency Response plan.

PLANNING AND COORDINATION

- Forecast and plan all requirements as per the drilling program (equipment, materials, personnel, supplies, and services etc).
- Ensure material requests are issued in a timely manner to avoid disruption of operations.
- Prepare standard equipment list in a timely manner for such phase of the well.
- Plan, schedule and call-out other services required for drilling and completing the well.
- Preparation of weekly plan in consultation with Base Drilling Manager and service provider respectively.
- Coordinates the drilling program operations with the Company Representative(s), Rig Services representative, and representatives of other services to ensure compliance with work programs, project procedure and contract requirements.
- Responsible to ensure proper well control procedures are in place and authority during well control is agreed and known to everyone.
- Review well programs, BHA Design, Hydraulic design, Trajectory design, Torque & Drag etc

COMMUNICATION

- To be the focal point for all the project participants on the site and responsible for coordinating with Operator representatives.

- Report on daily basis and as required with the Base Drilling Manager & OIL officials.
- Prepare and communicate the daily drilling report (DDR).
- Immediate reporting of any unwanted/ untoward incident or accident
- Document within 24 hours any incidents of failure.

RESPONSIBILITIES OF WELL SITE DRILLING SUPERVISOR/ DRILLING ENGINEER

- Provide continuous 24 hours supervision and control for all the operations at the well site.
- Responsible for checking and ensuring on site all Equipment (e.g. casings handling equipment, drilling jars, MWD etc) Well Materials (e.g. casings, liner hangers, wellheads, packers etc) and Well consumables (e.g. bits, mud additives, cement additives etc) are stocked in appropriate quantity and handled in an appropriate manner at the well-site.
- Responsible for keeping up-to-date account of all consumables (i.e daily consumption & up-to-date inventory).
- Issue standing instructions to drillers and implement at all times the required numbers of barriers (e.g. two barriers) are always maintained after spudding.
- Responsible to implement constant Bottom Hole Pressure during well control situation and to report any such well control incident in a precise manner with all relevant details.
- Supervision of lowering/Assembly/ handling/ operations of subsea well control system wellhead, Riser & other subsea equipment/ accessories/ items.
- Ensure all shallow tests on Motors, MWDs & LWDs are carried prior; to running in hole.
- Ensure that correct Directional BHAs are run in and the well trajectory is as per the plan.
- Ensure that Drill string trips/Casing lowering operations are done in efficient and safe manner.
- Implement the survey program as per the drilling program.
- Responsible to implement as required all pressure tests (e.g. BOP, Casings/tubing, High Pressure lines, Wellheads, X-mas Trees) as per the drilling program.
- Responsible to implement all required drills (H₂S, BOP, Fire etc.) at the well-site.
- Responsible to verify drilling fluids are mixed as per the mud program and required solids control equipment are operated at each phase of the well.
- Responsible to ensure required minimum stock of mud chemicals and cement is always maintained at the rig-site.

- Responsible to ensure flow checks, FITs, LOTs are conducted as required by the drilling program.
- Supervise all casing, liner and tubing running operations and ensure they are executed as per the drilling program.
- Perform independently all cementing calculations and cross-check with cementing service provider to avoid discrepancies and supervises all cementing operations.
- Responsible to collect required drill water samples, dry cement and cement slurry samples for future verification.
- Supervise all well completion running and flow testing operations.
- Coordinate with Operator's Representative(s) for operational matters and on-site Geologist to selection landing points and well paths during the reservoir section.
- Coordinate with Operator's on-site logging representative to implement logging program.
- Supervise and ensure safe and efficient rig move.
- Any other work that may be required for smooth, safe and efficient execution of operation with respect to drilling, completion and testing.

PERFORMANCE & COST MONITORING

- Evaluate results versus goals and performance of service companies.
- Record daily cost.
- Control and maintain an inventory of well material and well consumables transferred to and from rig.
- Monitor the non-productive time and technical performance of the rigs.
- Plan and ensure optimum offline operations of the rig to utilize full potential of the rig and to maximize productivity.
- Suggest to engineering and need for corrective actions in operations to assure a process of continuous improvement.
- Compile all reports including but not limited to IADC, pressure test charts, daily drilling reports, casing tallies, tubing tallies, as End of Well Reports to be handed over the Operator.

A.2 FACILITIES/ EQUIPMENT/ ACCESSORIES/ HARDWARE/ SOFTWARE

Operator shall provide office and lodging facilities at the rig site for Drilling Supervisors/ Drilling Engineers. The offices shall be furnished and with proper communication facilities and computer facilities. Appropriate software packages & any other requirement shall be provided by the Bidder/ Contractor for carrying out the above-mentioned activities in an efficient manner.

A.3 **PERSONNEL**

- One Drilling Supervisor (for rig).
 - One Drilling Engineer (for rig)
- i) Bidder/ Contractor are required to provide Operator (OIL) with qualified, experienced and competent Well Site Drilling Supervisor and a Drilling Engineer on rig for the services mentioned in **A.1** above. These personnel have to maintain 24 hours supervision of operations on the rig.
- ii) The personnel shall be made available throughout the period of the Contract. Well Site Supervisors/ Engineers are required to report on a 24 hours basis all activities at the well-site. Well Site Drilling Supervisor/Drilling Engineers shall be fluent in speaking, reading and writing English.
- iii) Replacement/ change of deployed persons are to be done every 28 days from the day of deployment on rig. In case of unavoidable circumstances, the period may be extended to maximum 35 days with due permission from OIL-authority. In no case the deployed persons can leave rig without having competent reliever/ replacement in place meeting stipulated experience and qualification criteria of bid/ contract. OIL may consider earlier change/ replacement if situation demands
- iv) Responsibility and cost towards Mobilization/ demobilization and replacement/ change of the persons to/ from Shore-base will be borne by the bidder/ contractor except from Shore-base to Rig and back to Shore-base which will be arranged by OIL.

B) **LOGISTICS & MATERIAL MANAGEMENT:**

The bidder/ contractor on behalf of OIL will be responsible for materials management and to co-ordinate and manage the Shore-base & Logistics (air, Marine & shore-base) services which will be rendered by other service providers in order to keep the offshore drilling operation uninterrupted. **One competent person (Manger-Materials & Logistics)** shall be provided round the clock availability (24x7) by the bidder/ contractor, who will be stationed mainly at Shore-base (Kakinada/ Tutikorin) during the campaign, who will be responsible for the following. Place of posting (Kakinada/ Tutikorin) will be decided by OIL and will be intimated in time.

B.1 Responsibilities & Accountabilities of Manager (Logistics and Material):

Responsibilities of the person to be deployed for the services will be overall management of Air, Marine & other Logistics and Materials management on behalf of OIL but not limited to the following:

- Liaison/ Coordination with the Rig-authorities, Shore-base & Logistics Service providers, Port/ Airport Authorities, Government/ Non-Government authorities & OIL authorities as required and manage Air, Marine other logistics for –
- a) Crew movement to and fro MODU and Base in time,
 - b) Supply of materials in time as per requirement for uninterrupted operation of the MODU.
- Understand the role and responsibilities of the Shore-base & Logistics service providers as per T&C of the contract/ contracts and Monitoring of their activities on behalf of OIL.
 - Liaison/ Coordination with Shore-base & Logistics service providers and concerned authorities (Government/ non-government) and ensure each and every helicopter sortie & OSV trip is done in time/ as per schedule and necessity.
 - Forward planning to supply required materials including rig fuel to the offshore rig in time for uninterrupted operation. Inform OIL authority in time for necessary action in case stock nears minimum stock to be maintained.
 - Keeping account & record of materials received and despatched by Service Providers/ other contractors and stock with them at Shore bases.
 - Work related to obtaining of permission/ approval/ consent etc required from Government/ non-government authorities in connection with the logistics and materials. In this connection, endorsement/ document required if any from OIL, will be arranged.
 - Keeping up-to-date account and inventory of materials at Shore bases & Rig.
 - Receiving and despatching of Materials owned by OIL and keeping account/ record of such Incoming & Outgoing materials and stock thereof.
 - Keeping details record of each and every helicopter sortie & OSV trip including details of materials despatched.
 - Keeping account of material consumption and preparation of statement/ report of the same.
 - Inform OIL-authorities if any deficiency observed on the part of the other service providers for shore-based facilities & logistics. OIL shall be informed about any scenario/ situation/ incident etc that may yield significant impact on drilling/ rig operations.
 - Any other work not listed herein and/ or as per directives of OIL but related to logistic and materials management.
 - Daily Reporting to OIL base office with latest updates and submission of weekly/ fortnightly/ monthly report as per requirement of OIL.

B.2 FACILITIES/ EQUIPMENT/ ACCESSORIES/ HARDWARE/ SOFTWARE & OTHER CONDITIONS

- i) Only accommodation, place for office/ desk work, conveyance/ transport facility at shore-base and communication facility in office at Shore-base (either at Kakinada or at Tutikorin) will be provided by OIL. **OIL will neither provide nor borne any expenses towards other conveyance/ transport, Food, beverages etc and any other requirement.** Bidder to quote for the Logistic Personnel considering the above.
- ii) The person may have to travel to and fro Kakinada & Tutikorin and may have go to the offshore rig also to perform responsibilities & duties as per scope of work or as per directives of OIL-authorities, for which transport/ conveyance & accommodation will be arranged by OIL. If he needs to stay on board, accommodation and food will be arranged on board by OIL. Mode of travel will be decided by OIL based on destination & gravity of urgency. In case of air, it will be cheapest available economic class; in case of train, it will be restricted to two tier AC (1st class AC if AC-II-tier is not available) and in case of road, it will be by any AC car/bus. In case hotel accommodation is required, it will be restricted to three star single room only but subject to availability. OIL will neither provide nor bear any expenses towards Food, beverages etc, on-route expenses and any other expenses/ requirement.
- iii) Responsibility and cost towards Mobilization/ demobilization and replacement/ change of the person (as/ if required) to/ from the shore-base (Kakinada/ Tutikorin as decided by OIL) will be borne by the bidder/ contractor.
- iv) Software for materials management or inventory control may be used to ensure quality of the desired services but at no additional cost to OIL.
- v) Replacement/ change of deployed person is allowed but not before 28 days from the day of each reporting/ deployment at shore-base. In no case the deployed person can leave Shore-base without having competent reliever/ replacement in place meeting stipulated experience and qualification criteria of bid/ contract. OIL may consider earlier change/ replacement if situation demands.

C) OPERATION MANAGEMENT SERVICE:

Bidder/ Contractor shall be responsible for and required to provide the services mentioned here under through deployment of one qualified, experienced and competent **“Base Drilling Manager - BDM”** at base office of OIL in Noida. The person must have sound knowledge and ability to carry out well engineering and designing works for deep water

offshore wells. The service shall be made available throughout the period of the Contract and the designated person's service will be for 24hours x7 days on call basis with normal working hours of OIL on each & everyday (including Sundays/ holidays). He must be fluent in speaking, reading and writing English.

C.1 Responsibilities & Accountabilities:

Responsibilities & accountabilities of the bidder/ contractor and the deployed **Base Drilling Manager (BDM)** for the purpose of operation management include the following but not limited to the same.

- i) Overall responsibility and accountability for Monitoring, Coordination and Execution of drilling, completion and testing operations of the well/ wells as per Well Engineering, Programs.
- ii) Implement Bit and BHA design proposal, hydraulic program & optimization and best drilling practices for drilling performance optimization
- iii) Monitor performance benchmarks, Time-Depth curve and monitor & analyze NPT. Suggest and implement suitable changes to improve drilling efficiency based on Experience, Lessons Learnt and Best Practices
- iv) Monitor the daily well progress and advise necessary changes/deviations to be made from the well design and well program during the course of execution.
- v) Monitor performance of the wellsite Drilling Supervisor (DS), Drilling Engineer (DE) & manager (materials & Logistics) at shore-base and ensure quality output. The BDM will have full control and command on well-site DS & DE and suggest/ advise corrective actions as required for enhancement of operational efficiency.
- vi) Monitoring performance of the service providers for smooth and uninterrupted operation and reporting of deficiencies observed and suggest corrective actions to OIL-authorities and act as per decision.
- vii) Coordinate between the various services of well construction, to facilitate good communication between all participants contributing to the success of the project.
- viii) Coordinate with RTOC team & OIL authorities for operational troubleshooting and decision making.
- ix) Establish Risk Register and develop mitigation or contingency strategies.
- x) Ensure Health, Safety and Environment policies, standards and procedures of the Company and all statutory procedures are implemented at the rig-site

- xi) Ensure that the emergency response plans are in place and understood by all at the rig site.
- xii) Responsible to ensure proper well control procedures are in place and will prepare bridging documents as required.
- xiii) Plan and forecast all requirements (equipment, personnel, supplies, and services) as per the drilling program and preparation of standard equipment list in a timely manner for each phase of the well.
- xiv) Monitor and ensure material requests get issued in a timely manner to avoid any disruption of operation.
- xv) Developing system (in coordination well site Drilling Supervisor & Drilling Engineer) to control and maintain an inventory of well material and well consumables transferred to and from rig.
- xvi) Preparation of weekly plan in consultation with Drilling Supervisor & Drilling Engineer on rig and service providers for smooth and efficient running of operations.
- xvii) Plan, schedule and call-out other services required for drilling, completion & testing of the well.
- xviii) Study/ Analyze daily well report and note positives & shortcoming/ lapses and prepare case history/ lessons learnt.
- xix) Review of well engineering & design as/ if required and Reengineering of well/ wells including review of well programs in case of sidetracking, Change in trajectory or well program.
- xx) Any other work that may be required for smooth, safe and efficient execution of operation with respect to drilling, completion and testing

NOTE: At times the Base Drilling Manger may have to go and stay for short period at Shore-base(s) and/or Rig for specific purpose as per decision/ directive of OIL-authority. If OIL intends, such requirements must have to be fulfilled.

C.2 FACILITIES/ EQUIPMENT/ ACCESSORIES/ HARDWARE/ SOFTWARE & OTHER CONDITIONS

- i) Operator (OIL) will provide office facility only at Noida (NCR) in OIL-office. The office for the person shall be furnished and with communication and computer facilities.

- ii) Appropriate software packages & any other requirement shall be provided by the Bidder/ Contractor for carrying out the above-mentioned activities in an efficient manner.
- iii) Accommodation and transport facility required for the designated person & services under the scope will be arranged and provided by the bidder/ contractor at its own cost. Accommodation should be in and around Noida (not beyond 10 km from OIL-office premise) for easy and quick access.
- iv) Responsibility and cost towards Mobilization/ demobilization and replacement/ change of the person to/ from base office of OIL in Noida will be borne by the bidder/ contractor.
- v) In case the person needs to go to Shore-base and/ or Rig, transport/ conveyance & accommodation will be arranged by OIL. If he needs to stay on board, accommodation and food will be arranged on board by OIL. Mode of travel will be decided by OIL based on destination & gravity of urgency. In case of air, it will be cheapest available economic class; in case of train, it will be restricted to two tier AC (1st class AC if AC-II-tier is not available) and in case of road, it will be by any AC car. In case hotel accommodation is required, it will be restricted to three star single room only but subject to availability. OIL will neither provide nor bear any expenses towards Food, beverages etc, on-route expenses and any other expenses/ requirement.
- vi) Replacement/ change of deployed person is allowed but not before 28 days from the day of each reporting at OIL-base office in Noida. In no case the deployed person can leave station (Noida/ OIL-Base Office) without having competent reliever/ replacement in place meeting stipulated experience and qualification criteria of bid/ contract. OIL may consider earlier change/ replacement if situation demands.

7.3 PHASE 3: CLOSE OUT

- A. The Closeout Phase shall comprise the detailed documentation of operations conducted and the final status of the drilled well/ wells. On completion of operations a full set of well reports, together with a lessons learnt database, will be generated for future reference. A post well operations review to include End of Well Report but not limited to the following:
 - i. General Well Data
 - ii. Brief Summary of Operations
 - iii. Comparison of planned v/s actual time as per Drilling Time Log. Rig efficiency analysis.
 - iv. Casing and tubing tallies

- v. Lost time analysis
- vi. Cost reconciliation report including summary by section, AFE vs. actual analysis, variance explanation, cost reduction recommendations
- vii. LOTs (if any conducted) and pressure testing of all casing and tubing
- viii. Bit Records and drilling BHAs
- ix. Mud Recap
- x. Cementing Reports
- xi. Well Complications and equipment failures & Lessons learnt

These Reports will be submitted to the Company in hardcopy as well as digital format for the drilled well/ wells. In addition, the Closeout Phase will include close out of contracts in accordance with mutually agreed processes. The commercial close out will include legal and financial reconciliations.

The Company shall be the sole proprietor of all the data generated at the wells and which the Consultant shall duly hand over to the Company.

B. DELIVERABLES

- i. Well Completion report & Lessons learned after each well. Fishing report (if any), cost reconciliation report for each well.
- ii. All daily reports viz. daily drilling report, daily geological report. After completion of each report, the Consultant shall submit a draft of the same to the Company for review and comments. The contractor shall submit the final report of the same incorporating Company's comments.
- iii. Daily cost of the wells & Total Cost
- iv. All reports should be made available in the English language only.

C. TIME SCHEDULE

- i. End of well report should be submitted within 30 days of completion of each well.
- ii. All reports as mentioned in deliverables should be submitted within 30 days of completion of each well.

8. EXPERIENCE & QUALIFICATION CRITERIA FOR PERSONNEL TO BE DEPLOYED

FOR PHASE-I (Pre Drilling Phase)

DRILLING ENGINEER (Well Engineering):

1. Shall possess Engineering Degree or equivalent.
2. Shall have minimum 10 years of working experience in offshore drilling operation/ offshore well engineering & designing or combined out of which at least 5 years in deep-water well engineering & designing.
3. Shall have experience of well design and execution of at least 2 HP-HT offshore wells & 3 deep-water wells.
4. Shall have experience and competency of well engineering & designing of offshore wells using “**Landmark WellCat**” software.
5. Shall be fluent in speaking, reading and writing English.

GEOLOGIST/ GEO-PHYSICIST (Well Engineering):

1. Shall possess Master degree in Geology/ Petroleum-Geology/ Geo-physics/ Petro-physics.
2. Shall have minimum 5 years of working experience as Geologist in offshore drilling operation/ offshore well engineering & designing/ Offshore E&P operations or combined out of which at least 3 years of association with Well Engineering & Designing process in E&P company or Service provider.
3. Shall be fluent in speaking, reading and writing English.

FOR PHASE-II (Operational Phase)

BASE DRILLING MANAGER

1. Shall be E&P Company trained and shall have minimum experience **of 15 years in offshore drilling operation out of which at least 10 years at Drilling Superintendent or above level.**
2. Shall possess Engineering Degree or equivalent.
3. Shall have minimum experience of 3 (three) years of drilling wells in water depth more than 500m at positions Driller/ Drilling Engineer and above.
4. Shall have experience of well design and execution of at least 2 HP-HT offshore wells & 3 deep-water wells.

5. Shall possess valid & accredited IWCF/ IADC-WellCAP well control certificate for supervisory level for subsea stack.
6. Age at the time of deployment for the contract should not be more than 60 years
7. Shall be fluent in speaking, reading and writing English.

WELL SITE DRILLING SUPERVISOR

1. Shall possess Engineering degree or equivalent.
2. Shall have minimum experience of 15 years in offshore drilling operation out of which at least 10 years at Drilling Supervisor.
3. Shall have minimum experience of 3 years of drilling wells in water depth more than 500m at positions Driller/ Drilling Engineer and above.
4. Shall have experience of drilling at least 2 HP-HT offshore wells & 3 deep-water wells.
5. Shall have recent working experience of at least one year in Floater as Drilling Supervisor or above in last three years from the day of deployment for this contract.
6. Shall possess valid & accredited IWCF/ IADC-WellCAP well control certificate for supervisory level for subsea stack.
7. Age at the time of deployment for the contract should not be more than 60 years
8. Shall be fluent in speaking, reading and writing English.

WELL SITE DRILLING ENGINEER

1. Shall possess Engineering degree or equivalent.
2. Shall have minimum experience of 10 years in offshore drilling operations.
3. Shall have minimum experience of 2 years of drilling wells in water depth more than 500m.
4. Shall have experience of well design and execution of at least 2 HP-HT offshore wells & 2 deep-water wells.
5. Shall have recent working experience of at least one year in Floater as Driller/ Drilling Engineer or above in last three years from the day of deployment for this contract.
6. Shall have experience and competency of well engineering & designing of offshore wells using “**Landmark WellCat**” software.
7. Shall possess Valid & Accredited IWCF/ IADC-WellCAP well control certificate for supervisory level for subsea stack.
8. Age at the time of deployment for the contract should not be more than 55 years
9. Shall be fluent in speaking, reading and writing English.

MANAGER (MATERIALS & LOGISTIC)

1. Shall possess bachelor degree in Engg/ Science/ commerce/ Arts/ business administration or equivalent.
2. Shall have minimum 5 years of working experience in Materials Inventory & Logistics Mmanagement in drilling project/ drilling operation out of which **at least 2 years** in E&P company/ operator/ contractor engaged in **offshore drilling operations**.
3. Shall have managerial capability for managing logistics and materials handling
4. Shall have recent working experience of **at least one year** in E&P company/ operator/ contractor engaged in offshore drilling operations **within last three years** from the day of deployment for this contract.
5. Age at the time of deployment for the contract should not be more than 55 years
6. Shall be fluent in speaking, reading and writing English.

FORMAT FOR SUBMISSION OF CURRICULUM VITAE FOR THE SERVICESPaste Passport size photo**1. Basic information**

1	Position as per the tender (Drilling Engineer-Well Engg/ Geologist/Geo-Physicist-Well Engg/ Base Drilling Manager/ Wellsite Drilling Supervisor/ Wellsite Drilling Engineer/ Manager-Materials & Logistics)	
2	Name	
3	Father's Name	
4	Date (DD/MM/YYYY) & place of birth	
5	Nationality	
6	Mother tongue	
7	Fluency in English (tick)	Reading/ Speaking / Writing
8	Present Address	
9	Presently working in (organisation & country)	
10	Presently working as (position/ designation)	

2. Qualification (in the order of basic/lowest to highest)

Sl. No	Designated qualification/ course/ degree	Duration of the course (years/ months)	Year of commencement to completion	Name of Institution & country	Board/ University/ Institution awarded the degree/ qualification
1					
2					
3					

3. Experience from starting to present

Sl. No	Designation (worked in the position)	Date of joining	Date of leaving	Name of organization & country	Type of organization (E&P/ Service provider etc)	Nature of job & responsibilities

1						
2						
3						
4						

4. Details of Experience & Expertise to meet the tender stipulated experience criteria:

5. Additional information on experience (if any):

[Please add page if required]

NOTE: Documentary evidences in support of above and tender stipulated experience & qualification criteria are to be submitted in time as per scope of work for approval by OIL prior to deployment.

END OF SECTION - II

Section - IIII

Special Terms and Conditions of Contract

- 1.0 **Payment terms:** Payment terms clause shall be read in conjunction with the relevant clause stipulated in General Conditions of Contract (GCC).
- i) OIL will pay for the services as per Scope of work and Schedule of Rate (SOR). Individual Daily Rates (IDR) are based on 24 (twenty four) hrs working day, calculated from 0000 hrs to 2400 hrs or as per shift schedule. No interest shall be payable on disputed claims / delayed payments.”
 - ii) Contractor shall be paid Individual Day Rate (IDR) for the personnel at Base, Rig and Shore-base as per Mobilization clause and as per SOR. The IDR for a particular category shall start from the time of initial reporting date at respective places as indicated after the mobilization notice. Contractor may replace the personnel at the respective place of posting from time to time (as per on/off schedule and other requirements), however, only one IDR per day shall be admissible for each mobilized category. The IDR for that category shall end on the day when the particular person leaves the place of posting as per notified de-mob date.
 - iii) Payment for **Phase-I & III** in lump-sum as per SOR can be claimed and paid only after satisfactory completion of the respective services as per scope of work. Apart from the lump-sum amount as per SOR, no other charges shall be payable for the said services.
- 2.0 The services are primarily being hired for the 500m water depth anchor moored Mobile Offshore Drilling Unit (MODU). However, OIL at its discretion reserves the right to use the services under the contract at any rig in Indian waters.

3.0 Requisites of Personnel

The following personnel are required to be deployed on call out basis by the bidder/ contractor at the base office of OIL, Shore-base and rig for the services stipulated under the Scope of Work in Phase-II as per requirement and intimation of OIL. The persons to be deployed shall meet the stipulated experience and qualification criteria.

For Phase-I:

The Well Engineering Peer Review team shall comprise at least one competent Drilling Engineer and one competent Geologist/Petroleum-Geologist/Geo-physicist/Petro-physicist who shall meet the stipulated experience and qualification criteria.

For Phase-II:

Sl. No.	Personnel	Place of deployment	Requirement for 24 x 7 for two shift operations
1.	Drilling Manager	OIL-Base Office	1 (one)
2.	Drilling Supervisor	MODU	1 (one)
3.	Drilling Engineer	MODU	1 (one)
4.	Manager (Materials & Logistics)	Shore-Base	1 (one)
TOTAL			4 (four)

MODU: Mobile Offshore Drilling Unit

For Phase-III:

Competent personnel to deliver quality services stipulated in the respective scope of work.

4.0 Mobilisation of Personnel**Phase-I(Pre Drilling Phase)**

- i. The Well Engineering team meeting stipulated experience and qualification criteria shall report at Noida (NCR) office of OIL and start working as per Scope of Work (SOW) within 30 days from the date of receipt of LOA by OIL and shall complete the work as per SOW of Phase-I within 60 days from the date of receipt of LOA.
- ii. The details of all personnel i.e. CVs in prescribed Format, proof of qualification & experience, etc., shall be submitted within 10 days from the date of issue of LOA for obtaining prior approval from OIL for deployment. OIL will provide the approval within 5 days from date of receipt of complete CV.

Phase-II (Operational Phase)

- i. The competent & approved personnel (Base Drilling Manager, Wellsite Drilling Supervisor, Wellsite Drilling Engineer and Manager - Materials & Logistics) meeting stipulated experience and qualification criteria shall be mobilized on call out basis as per requirement for which at least 21 days prior notification/ instruction for mobilization will be issued by OIL.
- ii. The details of all personnel i.e. CVs in prescribed Format, proof of qualification & experience, etc., shall be submitted within 10 days from the date of instruction for mobilization by OIL for obtaining prior approval from OIL for deployment. **No person can be deployed without prior approval from OIL at any point of time.**
- iii. There may be a gap between Phase-I and Phase-II for mobilization of MODU. Hence bidder/contractor to plan and keep the services ready as per Operator's requirement, for which bidder/ contractor may regularly interact with Operator and shall keep all the arrangements ready for mobilization of personnel in time as per the contract.

Phase-III (Closeout)

- i) Competent personnel for desired services under the scope shall be engaged in such a way so that stipulated scope of work is completed within 30 days from the day of completion/ plug & abandonment of the well.

4.1 The succeeding day of issue of mobilization notice shall be counted as Day 1 for the purpose of Mobilization period. For the purpose of LD, the mobilization would be deemed complete from the date and time the base team is mobilized as per the instruction of the Company.

5.0 Additional Requirement/ Reduction of Personnel. (For Phase II)

OIL reserves the right to increase or decrease/ cut down requirement of personnel or call for anyone of the indicated requirement of personnel. In case required operator (OIL) may requisition extra Drilling Manager(s), Well Site Supervisors, Drilling Engineer(s) as per the quoted rates for each category and the bidder/ contractor shall be liable to fulfill the requirement.

6.0 De-mobilization of Crew

OIL reserves the discretionary right to de-mobilize the deployed personnel in full or part at any time as per requirement.

NOTE:

NO MOBILISATION/ REMOBILISATION OR DEMOBILISATION CHARGE IS APPLICABLE FOR ANY OF THE SERVICES AGAINST PERSONNEL OR ANY OTHER REASON THAT MAY BE REQUIRED BY THE BIDDER/ CONTRACTOR OR THEIR PERSONNEL IN PHASE- I, II & III.

7.0 Personnel Details

- a) List of Personnel: List of all the personnel to be deployed for the services under the scope of work along with their bio-data and experience in respective areas of work shall be furnished in prescribed Format within 10 days of issue of letter of award.
- b) Personnel to be deployed in Phase-I & II should meet the respective Experience & Qualification as stipulated in the Scope of Work.
- c) The details of all personnel i.e. CVs in prescribed Format, proof of qualification & experience, etc., shall be submitted within 10 days (as indicated before) of issue of Letter of Award/ Notification/ Instruction (as indicated before) and got approved by Operator prior to deployment for the respective services.

8.0 Training of Crew Personnel

All the rig going personnel should have undergone Personal Survival Training (PST), Fire Prevention & Fire Fighting (FPFF) Training/Basic Fire Fighting Training (BFF). Elementary First Aid and Helicopter Underwater Escape Training (HUET). No personnel are allowed to go on offshore rigs without carrying out the above training. It may be noted that such trainings shall be required for all the personnel to be deployed in services for Phase-II.

9.0 Option for the Services

OIL reserves the discretionary right to opt for all the services or anyone/ part of the services as per requirement and bidder/ contractor shall be liable to fulfill the same requirement.

10.0 Availability/ Non-availability and Performance of personnel

- (i) In case, any of the personnel at Base or at Rig is not available due to any reason, Bidder/ contractor shall mobilize the competent replacement meeting the stipulated experience and qualification criteria for respective position within seven days. During such period of non-availability, no IDR will be paid for the non-available person from the time of non-availability and in addition, IDR for the respective category as per SOR shall be deductible till suitable replacement is in place. Contractor shall invoice Operator accordingly.
- (ii) Company reserves the right to ask for replacement of any deployed person at any time if his competency/ performance/ activities/ behavior/ discipline etc is/are not felt/ found to be satisfactory. If replacement is asked by OIL, the bidder/ contractor shall be liable to replace such person without seeking any justification thereof within 7 (seven) days from receiving such advice. If competent replacement is not done within the indicated time, no IDR will be paid after 7 days of such advice and in addition, IDR for the respective category as per SOR shall be deductible till competent replacement is in place. Contractor shall invoice Operator accordingly.

11.0 Permits, clearances and Licenses

Contractor/ bidder shall secure permits, clearances and licenses required for the services under the scope of work for operations in India & Indian offshore, if required and Contractor shall pay any expenses in this regard. Contractor shall take required License(s) from the appropriate regulatory agency of Govt. of India at contractor's cost.

11.1 Statutory and Legal Formalities

Contractor has to fulfill all statutory and legal formalities required to be completed for providing Services under the Contract at his own cost. In case Contractor fails to provide service as per the Contract due to any failure to meet such statutory and legal formalities, resulting into cancellation of Contract, company will have option to invoke performance guarantee submitted by Contractor.

12.0 Deficiencies

Contractor's all items shall be maintained by them in sound and efficient operating conditions at all times. Should the performance of Contractor's services become unsatisfactory or performance of work hereunder be reduced because of defective Contractor's furnished items/ equipment or by reason of Contractor's incompetence or negligence, OIL shall give Contractor written notice specifying the cause of its dissatisfaction to correct the specified deficiency within 15 days failing which OIL shall have the right to terminate the Contract by giving thirty (30) days advance written notice to the Contractor, unless the specified deficiency is corrected within such thirty (30) days period. In this event no demobilization fees will be payable by the Operator notwithstanding the provisions contained in the Contract. OIL shall recover the mobilization charges, if any, paid in terms of clause 4.0 in case the deficiency occurs during pendency of the Contract, on pro-rata basis for the period of performance, in addition to invoking of performance bond due to failure of the Contractor in not executing the Contract faithfully.

Should Contractor be denied access to the location of drilling operations due to lack of compliance of any permits or licenses required by the Operator pursuant to Article 16.0 hereof, time lost as a result thereof shall be compensated at the IDR for any particular service(s) if being utilized during any such period.

13.0 Personnel

Contractor/ Bidder will at all times at its sole expenses and under its exclusive responsibility arrange supervisory, technical and other personnel to properly perform the work, in the numbers and categories stipulated before in this section. Contractor/ Bidder shall be responsible for securing work permits and security passes for CONTRACTOR's employees and personnel, if required, as per the Indian Government laws. Operator shall issue necessary documentary assistance in this regard, if required.

14.0 OPERATOR'S INSTRUCTIONS

Operator may from time to time through its authorized representative or representatives, issue written or oral instructions to CONTRACTOR concerning services/operations, which contractor / contractor's personnel is/ are liable to comply.

END OF SECTION III

SECTION IV
SCHEDULE OF RATES

PROFORMA-B

Sl no	Phase	Brief Description	Unit	Quantity (a)	Currency Unit rate (b)	Currency Total Amount (a) x (b)
1	Phase-I	Well Engineering-Peer Review (Entire Phase-I)	Lump sum	01		A1
2	Phase-II	Well-site Drilling Supervisor (on call out)	Day Rate (individual)	120		A2
3		Well-site Drilling Engineer (on call out)	Day Rate (individual)	120		A3
4		Base Drilling Manager (on call out)	Day Rate (individual)	120		A4
5		Manager - Materials & Logistic (on call out)	Day Rate (individual)	120		A5
6	Phase-III	Closeout Report Preparation and Submission	Lump sum	01		A6
TOTAL COST FOR COMPARISON PURPOSE = A1+A2+A3+A4+A5+A6						

NOTES:

1. The quantity mentioned in the line items above is for commercial evaluation purpose only and may vary. However, payment will be to be made on actual.
2. All the applicable rates (Lump sum as well as Day Rates) indicated above are inclusive of all charges/ expenses towards boarding, lodging, travel, office and any other purpose. No separate mobilization/ remobilization and demobilization charges shall be applicable in any case.
3. The rates should be inclusive of all applicable taxes/ duties/ levies **except service tax** and the components thereof are to be indicated separately.
4. **Price quoted shall be exclusive of Service Tax. In case of the Indian bidders/foreign bidders who have a permanent**

establishment in India, the Service Tax liability shall be discharged by them and claimed from Oil India ltd as per actual. The Service Tax Registration no. and the applicable clause of the Service Tax Act under which Service Tax is paid shall be mentioned in the invoice. In case of foreign bidders who do not have permanent establishment in India, Service Tax liability shall be discharged directly by Oil India Ltd.

5. Present rate of customs duty is NIL in OIL's area of operation Block CY-OSN-2009/2. OIL may assist Contractor to get necessary documentation to get nil custom duty.

End of Section IV

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **TENDER NO. CLG5782L15**. 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.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

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 Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

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.

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.

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.

(RUPAK KALITA)

.....

For the Principal

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

Place. NOIDA.

Date . 29.12.2014

PROFORMA - C

BID FORM

To
The Senior Manager (Contracts & Purchase)(CEMG)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT Infrastructure Building,
Sector-16A, NOIDA-201301 , INDIA

Sub: Tender No. : _____

Gentlemen,

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

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

We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2015.

Signature

(In the capacity of)

PROFORMA-D

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC

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

Designation: -----

Name of the bidder/firm/service provider: -----

PROFORMA-E

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

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	NON COMPLIANCE	REMARKS

NOTE:

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

PROFORMA-F

FORM OF BID SECURITY (BANK GUARANTEE)

To:
The Senior Manager (C & P) (CEMG)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT Infrastructure Building,
Sector-16A, NOIDA-201301 , INDIA

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB No. _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this ____ day of ____ 2015 .

THE CONDITIONS of these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Name of Bank & Address _____

Witness _____
Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be **minimum 30 days after the end of the validity period of the Bid.**

PROFORMA-G

FORM OF PERFORMANCE BANK GUARANTEE

To:
The Senior Manager (C&P)(CEMG)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT Infrastructure Building,
Sector-16A, NOIDA-201301 , INDIA

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

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

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

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

This guarantee is valid until the date _____ (calculated at **6 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____

Witness _____
Address _____
Date Place _____

PROFORMA - H

AGREEMENT FORM

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

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires.

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

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

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

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

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

(a) Section-I indicating the General Conditions of Contract,

(b) Section-II indicating the Terms of Reference/Technical Specifications,

(c) Section-III indicating the Special Terms and Conditions

(d) Section-IV indicating the Schedule of rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida/Delhi, India, as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2

PROFORMA – I

PROFORMA LETTER OF AUTHORITY

To
The Senior Manager (C&P)(CEMG)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT Infrastructure Building,
Sector-16A, NOIDA–201301 , INDIA

Sir,

Sub: OIL's Tender No. _____

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

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

Yours Faithfully,

Signature: _____

Name & Designation: _____

For & on behalf of: _____

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

PROFORMA- J

AUTHORISATION FOR ATTENDING BID OPENING

TO
The Senior Manager Materials
OIL INDIA LIMITED,
FC-24, 5th Floor, IT Infrastructure Building,
Sector-16A, NOIDA-201301 , INDIA

Date :

Sir,

Sub : OIL's IFB No. _____

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

Guidelines to bidders for participating in OIL's e-Procurement tenders

Bid invitations (Tenders)

The details of e-Procurement tenders can be accessed from our e-Procurement site.
<https://etender.srm.oilindia.in/irj/portal/>!

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

Pre-requisites to submit tenders on line through e-Procurement Portal

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate with Organizations Name 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.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

Obtaining User Id to access OIL e-Procurement site

Initially user id and password will be assigned to you.

Please send your updated mailing address with pin code, phone number, fax number and

email ID to the us at erp_mm@oilindia.in.

Bidders interested in a particular bid invitation should apply for user id at least 7 days prior to the last date mentioned (Last Date for Tender Fee Payment, if exists or Submission Deadline) in the bid invitation.

Instructions for obtaining Digital Certificate

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (<http://www.cca.gov.in/>)

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

Links to some licensed CA's are provided below

1. [TCS](#)
2. [Safescrypt](#)
3. [MTNL Trustline](#)
4. [\(n\)Code Solutions](#)
5. [e-mudhra](#)

Technical Settings

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Script lets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

8. **Digital signature client SW/component :** To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.
9. **Please go through OIL's e – Portal / Website before uploading your bids for updated information regarding participation requirements and procedure for OIL's e – tenders.**

Attachment – I

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

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

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

WHEREAS

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

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

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

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

4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

Attachment – II

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Delete
whichever not applicable)**

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

DEED OF GUARANTEE

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

WHEREAS

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

M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address)

hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

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

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

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

1. The Guarantor (Parent Company / **100% Subsidiary Company** **(Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the
Company_____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee should be executed on stamp paper of requisite value and notarised.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary should be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed alongwith the Guarantee.
“Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

Attachment – III

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

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

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

M/s. _____ (Fill in full name, constitution and registered office
address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein

after referred to as “Sister Subsidiary/ Co-subsidiary” of the second part and

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

WHEREAS

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

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

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

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

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

company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

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

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary / Co-subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
Witness	Witness	Witness
1)	1)	1)
2)	2)	2)

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

GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT

1. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
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 Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. 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. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. 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. 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 contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. 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.

END OF TENDER

ENQUIRY HAS BEEN ADDRESSED TO THE FOLLOWING PARTIES THROUGH OIL'S E-TENDER PORTAL :

1	M/S. FIRST DRILL ENGINEERING INTELLIGENCE , UK
2	M/S. NORSCOT DRILLING & PRODUCTION PVT LTD, MUMBAI
3	M/S. SCHLUMBERGER ASIA SERVICES LIMITED, GURGAON
4	M/S. ANTIRA ENGINEERING LIMITED, TORTOLA, BRITISH VIRGIN ISLAND
5	M/S. PRAESAGUS RTPO, PUNE (A HAMILTON, USA COMPANY)
6	M/S. ENQUEST PETROSOLUTIONS PVT. LTD, NEW DELHI
7	M/S.ACONA UK LTD, ABERDEEN, SCOTLAND