



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

Plot No. 19, Sector 16A,
Noida – 201301, U.P.
Phone: 0120 – 2511762
Fax: 0120 - 2488310
E-mail: cemg_c&p@oilindia.in;
rupakkalita@oilindia.in

Web Site: www.oil-india.com

e- TENDER NO.: CLG5985L15 DT. 19.01.2015

For

**FOR PROCUREMENT OF SUB SEA WELL HEAD & DRIVE PIPES,
SUPPLY OF INSTALLATION AND TESTING TOOLS ON RENTAL BASIS,
SUPPLY OF SPARES ON CONSIGNMENT BASIS AND HIRING OF
SERVICES OF WELL HEAD SERVICE ENGINEER FOR OFFSHORE
DRILLING OPERATION IN BLOCK CY-OSN-2009/2, GULF OF MANNER**

**Date & time of closing of Tender : 24.02.2015 AT 11:00 AM (IST)
As mentioned in the of e-portal**

**Date & time of opening of Tender: 24.02.2015 AT 3:00 PM (IST)
As mentioned in the of e-portal**

**(RUPAK KALITA)
SENIOR MANAGER(C&P) (CEMG)
FOR EXECUTIVE DIRECTOR (E &D)
FOR CHAIRMAN & MANAGING DIRECTOR**

Declaration:

SPECIAL NOTE TO THIS TENDER :

(A) The Tender as below has been addressed to 03(THREE) 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 **30.01.2015**. 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. **30.01.2015**. 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 **04.02.2015** , 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 **05.02.2015**. 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

FOR PROCUREMENT OF SUB SEA WELL HEAD & DRIVE PIPES, SUPPLY OF INSTALLATION AND TESTING TOOLS ON RENTAL BASIS, SUPPLY OF SPARES ON CONSIGNMENT BASIS AND HIRING OF SERVICES OF WELL HEAD SERVICE ENGINEER FOR OFFSHORE DRILLING OPERATION IN BLOCK CY-OSN-2009/2, GULF OF MANNER

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 **PROCUREMENT OF SUB SEA WELL HEAD & DRIVE PIPES, SUPPLY OF INSTALLATION AND TESTING TOOLS ON RENTAL BASIS, SUPPLY OF SPARES ON CONSIGNMENT BASIS AND HIRING OF SERVICES OF WELL HEAD SERVICE ENGINEER FOR OFFSHORE DRILLING OPERATION IN BLOCK CY-OSN-2009/2, GULF OF MANNER**, 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 alongwith supply of materials 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	:	CLG5985L15 DT. 19.01.2015
(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. 13,95,403.00 or USD 22,507.00 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 or till completion of the well whichever is earlier 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 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>		

(b) **Shri Ramesh Chandra Agarwal, IPS.**
Phone: +91-9810787089, 91-1122752749.
E-mail: rcagarwal@rediffmail.com

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.

Display RFX Response:

Go to this Tab “Technical RFX Response” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.

RFX Response Number: 60006452 RFX Number: TEST2 Status: Submitted
RFX Owner: WIPRO_TEST1 Total Value: 0.00 INR RFX Response Value: 0.00 INR

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name	Valid from
The table does not contain any 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:

The screenshot shows the 'Edit RFx Response' interface. At the top, there's a header bar with buttons: Submit, Read Only, Print Preview, Check, Technical RFx Response, Close, Save, and Verify sign. Below this, a status bar displays: 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, and RFx Version Number 5. A navigation bar contains tabs: RFx Information, Items, Notes and Attachments (selected), Conditions, and Summary. A red line points from the 'Close' button to a callout box labeled 'Bid on “EDIT” Mode'. Another red arrow points from the 'Notes and Attachments' tab to a callout box labeled 'Area for uploading Techno-Commercial Unpriced Bid*'. Below the tabs, there's a 'Notes' section with an 'Add' button and a table with columns 'Assigned To', 'Category', and 'Text Preview'. A red arrow points from this table to a callout box labeled 'Area for uploading Priced Bid**'. Below the notes is an 'Attachments' section with buttons: Sign Attachment, Add Attachment, Edit Description, Versioning, Delete, and Create Qualification Profile. It also has a table with columns: Assigned To, Category, Description, File Name, Version, Processor, and Checked. A message at the bottom of the attachments table states: '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 its 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.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

6.0 The tender consists of the following services including supply of Materials on procurement as well as Rental basis:

- (i) **Supply of Sub Sea Well Head & Drive Pipes (Procurement).**
- (ii) **Supply of Installation and Testing Tools on Rental Basis.**
- (iii) **Hiring of Service of Well Head Service Engineer.**
- (iv) **Supply of Spares on Consignment Basis**

7.0 Pre-Bid Conference (Optional):

7.1 OIL may organize a pre-Bid conference at New Delhi / Noida, India for providing clarifications to prospective bidders on Bid Rejection Criteria (BRC)/Bid Evaluation Criteria(BEC), Terms of Reference/Technical Specifications, Terms and conditions of the tender to enable them to understand the exact service requirement of the Company. Bidders interested to attend the pre-bid conference should contact/intimate well in advance for details of the venue, to **Rupak Kalita, Sr. Manager (C&P) (CEMG),OIL INDIA LIMITED,5th Floor, FC-24,IT Infrastructure Building, Sector 16A, NOIDA, UP E-MAILS : rupakkalita@oilindia.in;cemg_c&p@oilindia.in**. Foreign bidder may also request for an invitation letter, if required, for the purpose of visa for attending the conference.

7.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to bidders' account.

7.3 The prospective bidders shall submit their queries through E-mail to e-mail id rupakkalita@oilindia.in; cemg_c&p@oilindia.in prior to the date of pre-bid conference and such queries must reach OIL's office within 15 days from date of publishing of this tender i.e. by **30.01.2015** OIL shall either reply /clarify their queries through e-mail or in the pre-bid conference, if it is held. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office. In case of Pre-Bid Conference, the tentative date of Pre Bid Conference is 05.02.2015

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) (
- j) Price Schedule Format, (Price Proforma-1 to 4).
- 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).
- s) General Terms & Conditions for Global Tender
(MM/GLOBAL/01/2005)-Attached as Separate File in e-tender portal. This document is applicable for following :
 - (i) Supply of Sub Sea Well Head & Drive Pipes (Procurement).**

(ii) Supply of Spares on Consignment Basis

- 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.
- (vii) Copy of Priced Bid **without indicating prices** (Priced Bid **Proforma-I to IV**)
- (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 Priced Bid **Proforma-I to IV**
- (ii) Bid Form as per **Proforma-C**
- (iii) Proforma-A showing the items to be imported with the CIF values.

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

7.0 BID FORM:

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

8.0 BID PRICE:

- 8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.
- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 All duties (except customs duty which will be borne by the Company) and taxes (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 **Executive Director (ED) (E &D), 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 ED (E &

D)'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:

In addition to BRC criteria vide Section- D of General terms and Conditions for Procurement of Structural Pipes with Specific Connectors Spares the following Clause will be applicable against this tender:

1.0 Only API approved well head manufacturers having valid API Spec 6A/17D certificates are qualified to participate. Any submission through agents or subcontractors or intermediaries will not be acceptable.

1.1 Requirement for Services

Bid should be able to complete in all aspects covering entire scope of supply i.e. Subsea Well Head/Running Tools/ Spares/Personnel and Structural Casing Pipes with Connectors as per Technical Scope of Work.

1.1.1 Wellhead Equipment and Services

(i) For Wellhead Equipment and Services, Bidder must have 10 years experience in manufacturing and supplying Sub-sea Wellheads, wellhead components and running tools and services, and should have manufactured and supplied for deep water projects. Period in this regard shall be reckoned prior to the technical bid opening.

(ii) Bidder must have supplied minimum of **3 sets of 15000 psi (15M)** Sub Sea well head systems during the last 5 years to reputed Oil and Gas companies/ Operators / E&P companies for the deepwater environment in the water depth range above 400m. Period in this regard shall be reckoned prior to the technical bid opening.

(iii) Bidder should have their own in-house design and manufacturing setup to supply & execute required services to support operations of deep water rig as per API and other relevant guidelines.

(iv) Bidder to submit relevant and current Certifications of API 6A/API 17D/relevant Quality Management System certification.

1.1.2 For Structural Casing Pipes with Connectors

- (i). Bidder should procure/supply the **Structural Casing Pipes with Connectors** from Manufacturers which should have valid API 5L and other relevant authorization certifications for manufacturing of 20" & 36" structural casing pipes. Documentary evidence thereof should be submitted along with the bid. Bid received from Non-API manufacturers of Casings shall be rejected.
- (ii). Bidder is required to provide the complete structural casing joints with Connectors as per Scope of Work and as per relevant API guidelines.
- (iii). Bidder to provide complete technical literature/Running guidelines along with the Bid.

1.2 In support of above mentioned minimum experience criteria (pt. i to iv of para 1.1.1), documentary evidence should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - (i) Satisfactory Inspection report (OR) (ii) Satisfactory supply completion / Installation report (OR) (iii) Consignee Receipted Delivery papers (OR) (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

1.3 Bidder should have well defined and documented QHSE policies/procedures to ensure quality and safe work performance during the operations. Bidder required to provide brief on Health, Safety, Environment and QA/QC systems followed in the last five years .

1.4 Bidders make themselves aware of the Indian regulatory requirements that apply to carry out the scope of work with respect to licenses, and other applicable rules for the work. Bidder with knowledge of the area of operations and by its independent observations and enquiries to have fully informed and satisfied itself as to the nature of the area of operations, means of access, local facilities, climatic conditions, labour conditions and practices, local terrain conditions, local logistical requirements, any and all security, fire, safety explosives or other regulations, permissions which may affect the execution of the Works, all environmental concerns and conditions, the nature, extent and practicability of the Works and all matters whatsoever affecting in safe carrying out of the broad Scope of Work indicated.

2.0 Experience of Service Personnel: Bidder shall be responsible for supervising the installation of the Wellheads systems at offshore and Onshore at OIL's shore base/Bidder's facility as per OIL drilling programme. The scope of operations shall include pre-installation inspection / testing at OIL's shore base/Bidder's facility, prepare equipment and tools for offshore

shipment, receipt of goods offshore, visual inspection, deck and pre-installation testing, Running and testing downhole and other related services if any.

2.1 Service Personnel should have carried out minimum 3 jobs in the last 5 years with the broad scope of work as described above in the water depth range as specified. Period in this regard shall be reckoned prior to the technical bid opening. Upon Commencement of Operations, only those service personnel will be acceptable to perform job either at OIL's shore base or offshore location whose CVs have been approved by OIL.

3.0 Technical Manager: OIL would also require Bidder to nominate one Technical Manager with adequate experience to provide technical support to offshore wellhead related operations, and as & when required by OIL/any operational contingencies **at no additional cost to OIL during the entire project. Bidder to Confirm the same while quoting.**

4.0 The bidder must have average annual financial turnover of at least of **Rs. 4.186 Crore or USD 675,195.00** 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.

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 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.** Bidder may also upload the scanned copy of bid-security in the Technical RFX Folder.

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. 13,95,403.00 or USD 22,507.00** 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. **If the bidder refuses to sign the Integrity Pact, their offer/bid shall be rejected straightway.** Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the bid.”

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

- | | | | | |
|---|-------------|-----------|---|--------------------|
| - | Performance | Guarantee | - | Termination Clause |
| | Clause | | - | Arbitration Clause |

- | | |
|-----------------------------|-------------------------|
| - Liquidated Damages Clause | - Liability Clause |
| - Tax liabilities Clause | - Applicable Law Clause |
| - Insurance Clause | - Integrity Pact |
| - Force Majeure Clause | |

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

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 viz 1.1 to 1.4 quoted by the bidders** as per **Price-schedule Format**. All the items/service as mentioned para 1.1 to 1.4 are being procured/awarded from/to single source and hence bidder to quote for all the items and services , failing which offer will be considered as INCOMPLETE and will be liable for rejection. The contract will be awarded to the bidder quoting the lowest evaluated cost.

1.1 **Supply of Sub Sea Well Head & Drive Pipes : Bidders are required to submit the summary of the prices in their Price Bid as per bid format (Summary), given below. The detailed break up price (Total Material Value) should be given in the price schedule as given in Price Proforma – 1 :**

(i) **Price Bid Format (SUMMARY) for Foreign Bidders :**

- (A) Total Material value of all **Sub Sea Well Heads & Drive Pipes**
- (B) FOB Charges up to Port of shipment
- (C) **Total FOB value up to Port of shipment value (A+B)**
- (D) Third Party Inspection Charge
- (E) Ocean Freight up to Chennai Port , India
- (F) Banking & Insurance Charges
- (G) **Total CIF Chennai Value, (C+D + E + F)**
- (H) Total value in words :
- (I) Gross Weight :
- (J) Gross Volume :
- (K) Name of Indian Agent & Address, if any:
- (L) Indian Agent's commission : Amount (Included /Payable extra)

(Strike out whichever is not applicable)

Note : Custom Duty is exempted as the materials are being used in OIL's eligible area.

(ii) **Price Bid Format (SUMMARY) for Indigenous Bidders :**

- (A) Total Material value of all **Sub Sea Well Heads & Drive Pipes**
- (B) Packing and Forwarding Charges.
- (C) Third Party Inspection Charge
- (D) **Total Ex-works with TPI value (A+B+C)**
- (E) Sales Tax, (Please indicate applicable rate of Tax)
- (F) **Total FOR Dispatching station value, (D+E +F) above**
- (G) Transportation charges to Kakinada, Andhra Pradesh
- (H) Insurance Charges
- (I) **Total FOR Kakinada value, (F+G + H+I) above**

- (J) Total value in words :
- (K) Gross Weight :
- (L) Gross Volume :

Note : Excise duty is not applicable under Deemed Export. Indigenous bidder to quote their deemed export price.

1.2 Supply of Installation and Testing Tools on Rental Basis :

- (i) Total Rental Charge for Operating Day Rate (while in use) inclusive of Maintenance and repair during Contract period for **60 days : TODR**
- (ii) Total Monthly rental Rate inclusive of Maintenance and repair during Contract period for **4 months : TMRR**
- (iii) Total Loss in Hole (LIH) Rate : **TLIH**
- (iv) Total Mobilisation Charges : **TMOB**
- (v) Total Demobilisation Charge in : **TDMOB**

Total Evaluated Cost to be considered for Evaluation as per Price Schedule as given in Price Proforma – 2 (Sl no. 19) in the following formula :

$$R = TODR + TMRR + TLIH + TMOB + TDMOB$$

No. of days for ODR is considered as 60 days and no. of months for rental charge is considered as 4 months for evaluation purpose. However, payment will be made on actual use. Service Tax, if applicable will be extra to OIL's account.

1.3 Hiring of Service of Well Head Service Engineer :

- (i) Total Cost of service of well Head Service Engineer for Supervision for 120 days : **A = (Quoted Day Rate x No. of Engineer x 120 days)**
- (ii) Total Cost of service of well Head Service Engineer for Shore Base Service for 20 days : **B = (Quoted Day Rate x No. of Engineer x 20 days)**
- (iii) Mobilisation Charges : **C**
- (vi) Demobilisation Charge in USD : **D**

Total Evaluated Cost to be considered for Evaluation as per Price Schedule as given in Price Proforma – 3 in the following formula:

$$R = A + B + C + D$$

No. of days considered above is for evaluation purpose only. However, payment will be made on actual use. Service tax will be extra to OIL's account.

1.4 Supply of Spares on Consignment Basis.

Bidders are required to submit the summary of the prices in their Price Bid as per bid format (Summary), given below. The detailed break up

price (Total Material Value) should be given in the price schedule as given in Price Proforma – 4 :

1.4.1 Price Bid Format (SUMMARY) for Foreign Bidders :

- (A) Total **C & F Chennai** value of all Spares on Consignment Basis
 - (B) Total **CIF Chennai** Value of all Spares on Consignment Basis
 - (C) All Inclusive price for delivery at shore base, **Kakinada**
 - (D) Total value in words :
 - (E) Gross Weight :
 - (F) Gross Volume :
 - (G) Name of Indian Agent & Address, if any:
 - (H) Indian Agent's commission : Amount (Included /Payable extra)
- (Strike out whichever is not applicable)

Notes :

- (i) **Custom Duty is exempted as the materials are being used in OIL's eligible area.**
- (ii) **No re-stocking charge shall be payable.**
- (iii) **Payment will be made on monthly basis on actual consumption of the spares. Party has to take back the unused remaining spares at their cost.**

1.4.2 Price Bid Format (SUMMARY) for Indigenous Bidders :

- (A) Total Material value of all **Spares on Consignment Basis**
- (B) Packing and Forwarding Charges.
- (C) **Total Ex-works with P&F value (A+B)**
- (D) Sales Tax, (Please indicate applicable rate of Tax)
- (E) **Total FOR Dispatching station value, (C+D+E) above**
- (F) Transportation charges to Kakinada, Andhra Pradesh
- (G) Insurance Charges
- (H) **Total FOR Kakinada value, (E+F+G) above**
- (I) Total value in words :
- (J) Gross Weight :
- (K) Gross Volume :

Notes :

- (i) **Excise duty is not applicable under Deemed Export. Indigenous bidder to quote their deemed export price.**
- (ii) **No re-stocking charge shall be payable.**

- (iii) **Payment will be made on monthly basis on actual consumption of the spares. Party has to take back the unused remaining spares at their cost**

2.0 PRICE COMPARISON OF OFFERS TO EVALUATE LOWEST BIDDER
:

2.1 WHEN ONLY FOREIGN BIDDERS ARE INVOLVED:

Total Cost of 1.1 (i) (H) + Total Cost R of 1.2 + Total Cost R of 1.3 + Total Cost of 1.4.1 (C)

2.2 WHEN BOTH FOREIGN AND DOMESTIC BIDDERS ARE INVOLVED:

**Total Cost of 1.1 (i) (H) + Total Cost R of 1.2 + Total Cost R of 1.3 + Total Cost of 1.4.1 (C) of Foreign Bidder with
Total Cost of 1.1 (ii) (I) + Total Cost R of 1.2 + Total Cost R of 1.3 + Total Cost of 1.4.2 (H) of Indian Bidder.**

2.3 WHEN ONLY DOMESTIC BIDDERS ARE INVOLVED OR WHEN MORE THAN ONE DOMESTIC BIDDERS ARE IN CONTENTION IN CASE OF MIXED RESPONSE::

Total Cost of 1.1 (ii) (I) + Total Cost R of 1.2 + Total Cost R of 1.3 + Total Cost of 1.4.2 (H)

Therefore, the comparison of offers as mentioned in para of section of General Terms & Conditions of Global tender i.e. MM/GLOBAL-E01/2005 stands deleted.

3.0 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.

4.0 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.

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 contractor to start mobilization of the Rental Equipment tentatively within 15 days from date of issue of Letter of Award [LOA] of the contract or date of advice to mobilize the equipment and to complete the mobilization within 45 days (max) thereafter. Regarding Mobilisation of Well Head Service Engineers, OIL issue will issue Mobilisation Advice at least 15 days in advance. Mobilisation shall be deemed to be completed when Contractor is ready with requisite manpower, equipment etc. to commence the Work/services as envisaged under the Contract and as certified by Company. This date and time will be treated as date of completion of mobilization.

- 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 pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator 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**

RUPAK KALITA 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.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 sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 MISCELLANEOUS PROVISIONS:

- 16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.
- 17.0 LIQUIDATED DAMAGES 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. **CLG5985L15** 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 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/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 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/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

- 23.0 **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) Service Tax Act
- l) Customs & Excise Act & Rules

- 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
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SECTION II

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS/SCOPE OF WORK

- 1. SUB-SEA WELLHEADS, RUNNING TOOLS AND ACCESSORIES**
- 2. STRUCTURAL CASING PIPES WITH CONNECTORS**

DETAILS TO BE INCLUDED IN TECHNICAL PROPOSAL

Following details shall be essentially submitted along with the technical proposal:

Complete specifications of all offered equipment & tools.

1. Drawings, supporting literature, technical data sheets & installation & running procedures to fully evaluate the offered equipment & tools (at least 4 sets in soft copy and three sets of A-3 Size Wellhead schematic for all phases for OIL's operations office and Rig)
2. Weights & dimensions of major equipment.
3. The CVs of the service personnel committed/proposed for the project execution.
4. Track record of the offered Sub-sea Wellheads, covering the following details:
 - a. Water depth of installation
 - b. Type of well Exploratory or Development Gas or oil wells
 - c. Project name & Operator's name
 - d. Quantity supplied & year of supply

Bidder to confirm compliance to all the Technical requirements / terms. If any Deviations / Exceptions are not provided in the OIL's format, it will be assumed that Bidder is complying with OIL's Technical requirements.

5. Quality Assurance Plan
6. QHSE policy.

1.1 PROJECT OVERVIEW

1.1.1 General

A. CORPORATE OBJECTIVES

- Provide a safe workplace for all Personnel at all sites operated by the Company.
- Conduct its operations in a way that minimizes waste and minimizes impact on the environment.
- Adherence to the highest standards of business ethics and employment practices.

B. WELL OBJECTIVES

- Drill the deep water exploration well as outlined in the summary Drilling Program.
- Evaluate potential hydrocarbon reservoirs as per Evaluation Program.
- Plug and Abandon the wells as per the Drilling Program.

C. PROGRAMME DESCRIPTION

The initial drilling programme includes drilling, evaluation, Plug and Abandonment of one well as per the drilling schedule.

D. PROPOSED DRILLING SCHEDULE

Likely commencement date	31 May 2015
Likely Duration of Programme	Wells: 1 (One) firm well Approximate Duration: 90 Days + 30 Days for Well testing if carried out
Logistic 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,

	<p>Air, and Sea from any part of India.</p> <p>However for crew change, air lifting any emergency materials Company shall operate a office at Tuticorin for liaising air and sea logistics.</p> <p>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.</p>
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E. PROGRAM AREA

The Work is to be performed in Gulf Of Mannar, South of Tuticorin in Block CY-OSN-2009/2, 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.

F. Well Details:

The position of the identified firm Location is furnished below:

- 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

G. PROPOSED CASING PROGRAM (SUBJECT TO CHANGE)

Table 1: Casing Program

Water Depth = 400m

RKB to MSL= 25m

Casing Size(inch)	Hole Size (inch)	Shoe Depth from RKB (m)	Casing Grade	Weight (PPF)	Connection Type &OD (Inch)	API drift (Inch)
36 jetting	jetting	500	X56	553	D-90/ RI-4RB/Equivalent	31.75
20"Casing	26	1200-1400	X56	133	RL-4S/ E60/equivalent	18.630
16	Pilot hole (Log)+ Hole enlargement (17-1/2 X 20")	1800-2000	P110	84	DINOVAM OD-16.744	14.823
13.5/8	12.1/4" x17.1/2"	2900-3100	P110	88.2	Vam top HC 80 OD-14.435 Teneris MS OD -14.62	Casing special drift 12.250" and connection special clearance to 14.435"
9.5/8	12.1/4"	4200	P110	53.5	VAM 21 OD- 10.542	Casing special drift to 8.50"
7	8.1/2	5600	P110	32	VAM TOP/ Teneris	5.968"
Contingent casing liner 4.1/2"	6"/5.7/8"	300-400	P110	12.6	VAM Top	3.795"

H. Tentative Mud Program:

Casing & Hole Size	Mud program
36" hole Jetting with Drill Ahead Tool	Sea water & Hi-vis Sweeps
26" hole x 20" casing	Sea water & Hi-Vis sweeps
Hole Open 17.1/2" x20" x casing 16"	9.3 to 9.8ppg SOBM
Hole open 14.3/4"x 17.1/2"x Casing 13.5/8"	9.8 -10.4ppg SOBM
12.1/4" hole x casing 9.5/8"	11.0-11.4ppg SOBM
8.1/2" hole x 7" Liner casing	11.5ppg SOBM
5.7/8"/ 6" Hole x 4.1/2" Csg	11.5 ppg SOBM

Drilling & Testing (tentative and depending on well evaluation results) activities will be carried out using a conventionally moored floating drilling unit (either Drill Ship or Semi-submersible).

Note:

Bidder should also confirm, through verification, that the Wellhead components and drive pipes with connectors are compatible with the well programme and casing programme as given. Rotary Size will be standard 49-1/2 Rotary.

Delivery of wellhead systems and Structural Casing Pipes should be at OIL's

- 1. Kakinada Shore base, Andhra Pradesh, East Coast of India after CIF Chennai and Import clearance**
2. Any other shore base designated by OIL on East Coast of India.

1.2 Detailed Scope of Work

1.1.2 Sub-sea Wellheads and Structural Casing Pipes

1. Subsea Wellhead and Running Tools/Test Tools

- 36" x 1.5" Wall Thickness (WT) casing jetted down to required depth along with 36" housing, 20" casing, along with the provision to hang 16" casing inside 20" casing, 18-3/4" housing, 13-5/8" Intermediate casing and 9-5/8" production casing.
- The 36" Housing should be having provisions to be run and cemented in a predrilled hole of 42"

2. Structural Casing Pipes

- 36" and 20" structural casing Pipes with Connectors and others as per Scope of work in **Section 4**

1.1.3 Spares

The Bidder shall be responsible for identifying, supplying and managing the provision of spares to carry out all phases of wellhead running in a safe and time-saving manner.

1.1.4 For Wellhead System (Spares)

- On Consignment basis.
- Bidder shall provide all consumable, spares & parts for the offered wellhead system for efficient & uninterrupted Rig operations.

1.1.5 For Installation & Test Tools (Spares)

- On Consignment basis.
- Bidder shall provide all consumable, spares & parts for running, retrieving & test tools required for efficient & uninterrupted Rig operations.

1.1.6 Technical Coordinator & Service Personnel

A. Technical Coordinator

The requirement of One (1) Technical Coordinator is summarized as below:

Services are required for managing the smooth wellhead running and allied operations on the well/s to be drilled by conventionally moored Drill Ship / Semi-sub in the water depth range as defined. The scope of work shall include but not be limited to the following;

1. Immediately after placement of LOA, to carry out a Kick-off meeting with OIL at New Delhi to map all deliverables and during the mobilization period, to verify and ensure that all the wellhead equipments / items including the running tools are available at the shore base site, tested & are ready to be sent to rig for the use.
2. Review & approve the wellhead items making up / testing / running procedures being followed on the shore base & the drilling rigs.
3. To provide technical support to the Bidder's Wellhead Service Engineer/s. In addition, as & when required by OIL, visit offshore Rig to support the operations.
4. To manage the inventory of all the Bidder's wellhead items (including rental tools & all the spares) in consultation with OIL Drilling team/Shore base Manager and plan timely load out in consultation with rig, OIL shore base manager and OIL operations office. To coordinate with Bidder's supply chain and technical team for any requirement of the wellhead items / rentals tools sent overseas for the repair or refurbishment & also the replacement items / tools ordered, if any.
5. To review & provide job report, in co-ordination with the Bidder's Wellhead Service Engineer/s, after every wellhead job performed on the rig / shore base. These reports shall cover critical evaluation of problems, if any, experienced during operations & recommended

solutions (lessons learnt) for future operations to eliminate the problems.

6. To liaise with Bidder's Engineering & Design team for modifications of tools to optimize operations time & to improve operational efficiency, if required during operations.

B. Service Personnel (Wellhead Service Engineer/s)

The Service Engineer(Bidder's) shall be responsible for supervising the installation of the Wellheads systems at offshore in coordination with all responsible leadership from Drilling Contractor/OIL. The scope of operations shall include pre-installation inspection / testing at OIL's shore base, prepare equipment & tools for offshore shipment, receipt of goods offshore, visual inspection, deck & pre-installation testing if any.

Bidder shall provide suitably qualified & experienced service personnel to carry out these activities. The proposed personnel must have experience of using the offered wellhead system on minimum 5 offshore wells in the last 5 years, time period from the date of submission of CV to OIL for acceptance prior to mobilisation.

1.1.7 Operating and maintenance Manual

Bidder shall provide minimum five (5) soft / electronic & three (03) hard copies of comprehensive Installation, Operating & Maintenance Manuals for all equipment in its scope of supply. These shall include as a minimum:

1. Detailed as assembly & sub-assembly drawings & bill of materials required to operate, install, strip-down, maintain & fully service all system components & installation tooling.
2. Technical datasheets including all equipment operating ranges / capacities, weights & overall envelope sizes.
3. Stack up / sequence drawings for all stages of installation, including key interface details / sizes (e.g. visual position indicators).
4. ROV tooling accessibility drawings for all ROV operated interfaces for all equipment.
5. Installation, Retrieval & Operating Procedures, including pre & post operational checks / tests, in sufficient detail to be followed as SOP (Standard Operating Procedures)/ Permit to Work (PTW)/Job Safety Analysis (JSA) on the offshore rigs
6. Assembly / disassembly, maintenance & storage procedures for all equipment.

7. Spares & Consumable Lists, contents as agreed with OIL.

2. TECHNICAL Scope of work requirement

2.1 Sub-sea Wellhead System

1. The sub-sea wellhead shall be 18-3/4", 15000 psi, wellhead system suitable for guideline/ guidelineless base operations from a conventionally moored drill ship / semi-submersible in the water depth of 400 - 500 m.
2. Wellhead system shall also be compatible for standard Well testing purposes and shall be able to withstand the loads that are exerted during standard testing process.
3. The wellhead system shall meet or exceed API 17D & 6A PSL3 requirements & shall be suitable for sour service conditions as per NACE MR-01-75. The wellhead metallurgy shall be class minimum DD.
4. The wellhead should have bending capacity of 5 million ft-lbs and shall have preloaded lockdown system and seals with low pressure housing which will not require an additional trip to preload.
5. The wellhead shall be provided with H-4 connector profile
6. All Wellhead Annulus Sealing shall be metal to metal.
7. The low pressure & high-pressure housings running tools shall be cam actuated & the low-pressure housing tool shall have drill-ahead capability.
8. The casing hanger running tool shall be able to run hanger, set annulus seal & pressure test in single trip.
9. Pressure testing of BOP shall not require retrieval of wear-bushing or nominal seal protector.
10. The wellhead equipment wherever applicable shall meet or exceed standard protective paint coating system for sub-sea application as per API 17 D.

1.1.7 Temporary Guide Base (TGB) Assembly (Optional)

- 6' Guide line radius.
- Approximately 100 sq. ft bearing area.
- Three or more anchors to penetrate into the seabed to prevent rotation.
- Housing, with housing profile to accept running tool & house permanent guide base.
- Provision to accommodate the temporary guide base with weighting material.
- Provision to compensate for the uneven level / slope of seabed up to 3 degrees

Note: Usage of TGB is optional.

1.1.8 Permanent Guide Base Remote Retrievable (PGB) Assembly

- Fitted with landing profile to run & lock 36" wellhead housing and Minimum ID to pass the connector OD for 36" OD x 1.5" WT pipe RL4RB/D-90/MT or equivalent
- ROV releasable slotted guide post. Slotted guide post 8 ft long on standard 6 ft radius.
- Guide post top to accept remote guidelines (set of GL4 latches).
- With integral anti-rotation feature.
- Two or more cement funnels for Top-up Jobs.
- Mounting bracket for slope indicators at two places Diagonally opposite to each other
- Suitable for 3/4" wire rope
- 4 lifting eyes pre - installed.
- One (1) x Gimbal installed on PGB to suit TGB assembly, Split type, & Retrievable in case TGB is not run.

1.1.9 Split Type Gimbal for PGB Assembly

- Extra Gimbal for PGB to suit TGB assembly, Split type, & Retrievable in case TGB is not run.

1.1.10 GL-4 Latches for PGB Assembly

- GL-4 latches to be ROV compatible.

1.1.11 36" Wellhead Housing (Low Pressure - LP) Complete With Housing Extension

Heavy duty 36" Wellhead Housing

- External profile for retrievable drilling & well completion.
- Internal profile for cam actuated tool.
- Bending capacity 5 million ft lbs.

- Internal profile to accept 18-3/4" high-pressure housing with anti rotation & preloaded lockdown. (Should not require additional trip to preload.)
- 36" x 1.5" WT butt weld preparation down.
- Provision for 36" x 20" Cement top up facility, e.g – Low pressure housing to have 3"X4 ea ROV operated ball valve with a 90-degree bend & a funnel receptacle to enable top job cementing between low pressure & high-pressure housing. The top up system should be connected to the outlet on the LP 30" housing & stick up of 18-3/4" wellhead above mudline shall be approx 3 m. Bidder to provide any equivalent Cement Top-up facility in-built into the PGB and LP Housing system.
- Provision for mud mat attachment

Housing Extension

- 36" x 1.5" WT X 553 ppf API 5L, Grade X-56 drive pipe with RL4RB/D-90/MT/equivalent Connector
- Welded to 36" housing as per relevant API guidelines
- 100% NDE inspected weld to relevant API code
- Protector installed
- C-plate and other handling accessories for making up Inner Strings

1.1.12 Mud mat

Each set of Mud mat should contain;

- One (1) Standard Landing base, Mud mat assembly, with sliding / folding / collapsible wing for moonpool access. (Minimum 10 ft X 10 ft) and other accessories like Gimbal and others with min 6 deg. Tilted angle.
- Accessories and handling tools for mud mat installation

1.1.13 18-3/4" Wellhead Housing, Complete with Housing Extension

18-3/4" Wellhead housing

- with profile to accept three hangers 13-5/8", 9-5/8" & 7"
- 15,000 psi RWP, for H2S service
- Bending capacity 5 million ft-lbs
- Wellhead housing capable of preloaded lockdown into 36" LP housing and Seals without requiring an additional trip to preload.
- Wellhead housing to be equipped with anti-rotation keys to interface to Low Pressure housing,
- Wellhead connector profile suiting to 15,000 psi pressure rating.
- Internal profile to accept cam actuated running tool.
- Shall be able to run with Nominal Seat protector or Thick wall Nominal Seat Protector installed on surface
- The stick up of 18-3/4" wellhead above mudline shall be approx 3 m.

18-3/4" Housing extension

- Standard Housing Extension and one joint of 20" OD x 0.625" WTX 133 ppf API 5L, Grade X-56 welded.
- Extension to be welded to housing as per relevant API guidelines
- 100% NDE inspected weld as per relevant API guidelines
- Bottom of housing extension shall have 20" RL-4S/E60-MT or equivalent Pin down
- Protector installed
- C-plate and other handling accessories for making up Inner Strings

1.1.14 20" x 16" Landing Sub

- Standard Landing sub with welded 20" x 0.625" WT X 133 ppf API 5L, Grade X-56
- Total length of swage joint minimum 10 feet., with Box up X Pin Down
- 20"x 0.625" WT, 133 ppf, RL-4S/E60-MT or equivalent Box connector c/w protector (Top) welded to 20" pipe
- 16" Hanger Sub (Middle) – ID profile for 16" hanger, welded inside 20" pipe.
- 20" x 0.625" WT, 133 ppf, RL-4S/E60-MT or equivalent Pin connector c/w protector (Bottom)
- 100% NDE inspected weld as per relevant API
- **Drifted to allow 17-1/2" bit to pass through.**
- 3000 psi internal RWP minimum

1.1.15 16" Casing Hanger System C/W PUP Joint

- H2S service
- To have large flow by area
- To be designed to prevent the accumulation of cuttings / debris
- 16" DinoVam/Tenaris Hydril ER Pin Down/Machine Installed to Casing Hanger/Protector Installed
- Lockdown mechanism (Lock ring) and sealing
- 3000 psi internal WP

Casing Properties (OIL Inventory for reference only and exact connection will be intimated later)

PIPE PROPERTIES:

- Nominal O.D: 16.00 inch (406.40mm)
- Weight: 84.00 ppf (125.117 kg/m)
- Grade: P110, API 5CT
- Colour Code: As per API 5CT

CONNECTION PROPERTIES(DINOVAM/Tenaris Hydril ER)

- Connection type: Semi Premium or Premium
- Connection I.D: Not less than Drift dia of Pipe (14.823"/ 376.50mm)
- Minimum Tensile yield Strength: 2652klbs
- Minimum Compression Resistance: 1326 klbs

- Minimum internal Yield Pressure: 5960 PSI
- Minimum External Pressure Resistance: 1480 PSI

1.1.16 13-5/8" Casing Hanger C/W PUP Joint

18-3/4" x 13-5/8" casing Hanger

- H2S/NACE
- To have large flow by area
- To be designed to prevent the accumulation of cuttings / debris
- Lockdown and sealing mechanism
- Physical properties equivalent to 13-5/8" OD, P-110, 88.20 ppf casing
- 13-5/8" Pin Down/Machine Installed to Casing Hanger/Protector Installed ((VAM TOP SC80/Tenaris Hydrill ER/Tenaris Hydrill Blue/Tenaris Hydrill MS)
- Specially drifted to allow 12-1/4" bit to pass through.

Casing Properties (OIL Inventory for reference only and exact connection will be intimated later)

PIPE PRPERTIES:

- Nominal O.D: 13.5/8" inch (346.08mm)
- Weight: 88.20 ppf (131.372 kg/m)
- Grade: P110, API 5CT
- Colour Code: As per API 5CT
- Special/ Alternate Drift Diameter: Not less than 12.250" (311.15mm)

CONNECTION PROPERTIES; (VAM TOP SC80/Tenaris Hydrill ER/Tenaris Hydrill Blue/Tenaris Hydrill MS)

- Connection Type: Premium, Metal to Metal Sealing, Gas tight connection
- Connection O.D (Special clearance): Not more than 14.435"/ 366.65mm
- Connection I.D: Not less than Special Drift dia of Pipe (12.250"/ 311.15mm).
- Minimum Tensile yield Strength: 2248klbs
- Minimum Compression Resistance: 1349 klbs
- Minimum internal Yield Pressure: 9080 PSI
- Minimum External Pressure Resistance: 4570 PSI

1.1.17 9-5/8" Casing Hanger C/W PUP Joint

18-3/4" x 9-5/8" Casing Hanger

- H2S/NACE
- To have large flow by area
- To be designed to prevent the accumulation of cuttings / debris
- Lockdown and sealing mechanism
- Physical properties equivalent to 9-5/8", P110, 53.5 ppf casing.

- 9-5/8" Pin Down/Machine Installed to Casing Hanger/Protector Installed (VAM 21/Tenaris Hydrill ER/Tenaris Hydrill Blue/Tenaris Hydrill Wedge 563 /Atlas Bradford TC-II)
- Drifted to allow 8-1/2" bit to pass through.

Casing Properties (OIL Inventory for reference only and exact connection will be intimated later)

PIPE PRPERTIES:

- Nominal O.D: 9-5/8" inch (244.48mm)
- Weight: 53.50 ppf (79.687 kg/m)
- Grade: P110, API 5CT
- Colour Code: As per API 5CT
- Special/ Alternate Drift Diameter: Not less than 8.50" (215.90mm)

CONNECTION PROPERTIES: (VAM 21/Tenaris Hydrill ER/Tenaris Hydrill Blue/Tenaris Hydrill Wedge 563/Atlas Bradford TC-II)

- Connection Type: Premium, Metal to Metal Sealing, Gas tight connection
- Connection I.D: Not less than Special Drift dia of Pipe (8.50"/215.90mm).
- Minimum Tensile yield Strength: 1710klbs
- Minimum Compression Resistance: 1710 klbs
- Minimum internal Yield Pressure: 10900 PSI
- Minimum External Pressure Resistance: 7950 PSI

1.1.18 Annulus seal assemblies for 16" Casing hangers

- To seal between 20" Casing x 16" casing hanger & Pack-off & Landing sub
- Minimum 3000 psi WP
- Suitable for H₂S service
- Fully retrievable

1.1.19 18-3/4", Annulus seal assemblies for 13-5/8" & 9-5/8" Casing hangers

- To seal between 18-3/4" housing x 13-5/8" & 18-3/4" x 9-5/8" casing hanger
- 15,000 psi WP
- Suitable for H₂S service
- Metal to metal seal
- Fully retrievable

1.1.20 Nominal Seat Protector, 18-3/4"

- Protect ID seal area of wellhead body
- BOP pressure testing should not require retrieval of bore protector

1.1.21 Bore Protector, 18-3/4" x 13-5/8"

- Protect ID seal of wellhead body
- Specially drifted to allow 12-1/4" bit to pass through.
- BOP pressure testing should not require retrieval of bore protector.

1.1.22 Bore Protector, 18-3/4" x 9-5/8"

- Protect ID seal of wellhead body
- Specially drifted to allow 8-1/2" bit to pass through.
- BOP pressure testing should not require retrieval of bore protector.

1.1.23 Emergency Annulus Seal Assembly for 13-5/8" & 9-5/8" Casing hangers

- Designed for H2S service.
- 15,000 psi WP
- Metal to metal seal / resilient type
- In case of emergency, seal assembly (with resilient seal) for 13-5/8" 9-5/8" casings

Secondary emergency annulus seal assembly (to provide sealing in case of failure of emergency seal assembly for 13-5/8", 9-5/8")

- Designed for H2S service.
- 15,000 psi WP
- Metal to metal seal / resilient type

1.1.24 Adequate number of 18-3/4" Wellhead Ring gasket (VX/Hycar as applicable), Stainless steel, 15,000 psi MWP for H2S service, Temperature rating to match wellhead specification.

1.1.25 ROV Deployed Wellhead Corrosion Cap

- Light-weight, low pressure corrosion cap
- Locking mechanism to secure to 18-3/4" wellhead housing
- ROV stab to allow fluid to be injected under the cap.
- Corrosion cap should be able to be deployed & retrieved by ROV.

1.1.26 ROV Retrievable Slope Indicator 0-2 deg

1.1.27 ROV Retrievable Slope Indicator 0-5 deg

1.1.28 Any other equipment required for the wellhead system should also be supplied and quoted.

2.2 Installation & Test Tools

All required tools to support the wellhead system with standby and spares for each tool shall be provided.

Bidder to give top and bottom connections of various tools proposed for the entire programme.

- **TGB Running Tool (Optional)**
- PGB running and retrieving tool
- Remote Retrievable Tool for GL-4 Latches
- Standard Handling tools like C-plate and others for Inner string make-up on Rotary

2.2.1 36" Wellhead housing running tool with drill ahead capability

- Cam actuated tool
- Drill ahead capability after jetting 36" conductor
- The 36" Housing running tool should be also capable of running the housing in a predrilled hole and cement.

2.2.2 36" Cam Actuated Wellhead Housing Running Tool without Drill ahead facility (For Handling of 36" casing from Deck to Rig floor and others)

- Cam actuated tool
- The 36" Housing running tool should be also capable of running the housing in a predrilled hole and cement.

2.2.3 Running tool 18-3/4" Wellhead Assembly

- Cam actuated tool

2.2.3 Running / Retrieving tool - All Bore protectors & Nominal seat protector

- Tool to have provision to circulate and jet the wellhead area prior to retrieving bore and nominal seat protectors.

2.2.4 Running / Retrieving Tool for Wear Bushings (13-5/8" and 9-5/8")

2.2.5 Casing hanger running tool – For 16", 13 5/8", 9 5/8" casing hangers

- Tool should allow running of casing hangers, setting and energizing of seal assembly and testing of BOP against seal assembly in the same trip.
- Tool to have the ability to jet / wash the wellhead / the landing sub area prior to setting the seal in the same trip

2.2.6 Annulus seal and emergency seal running and retrieving tool for the Casing Hanger systems supplied

2.2.7 18-3/4" BOP isolation Tool - 15,000 psi

- To test the BOP stack when installed on 18-3/4" wellhead
- Tool to isolate the casing hanger annulus assemblies from test pressure
- Should not require the retrieval of wear bushing, nominal seat protector.

2.2.8 Plug type BOP test tool – 18 3/4" 15,000 psi

2.2.9 Drill pipe hang off / Suspension plug tool -

- To allow quick disconnect of drill pipe at a pre-determined location in an emergency situation
- Details of the BOP space out shall be provided prior to placement of order.

2.2.10 36" and 18-3/4" Well Head housing support system (49-1/2" Rotary)

- Should support wellhead housing in rotary while running jetting assembly or cementing stinger.

2.2.11 Mill and Flush tool

2.2.12 Impression block for wellhead

2.2.13 Wellhead jetting tool

2.2.14 Drill Pipe / Landing String connections available with all the above mentioned tools - Bidder to specify in the technical submission of the Bid.

2.2.15 All Wellhead equipment and Tools to have proper shipping Skid for transportation offshore and back.

3.0 Bidder is requested to quote for any other wellhead items which are not listed in OIL's requirement, but Bidder deems required or suggest in terms of latest marketed technology / Time saving for OIL.

4.0. Scope of Work (Structural Casing Drive Pipes and Connectors)

4.1 SAW, Structural pipe 36" OD (API 5L), 553 ppf, X56 grade with RL-4RB or D-90/MT or equivalent Quick make-up Multithread start weld on connectors.

Pipes should have a welded Load Ring/equivalent arrangement capable of handling 6 to 7 joints, for running Pin up/(Box up) using elevators or a bolt on type arrangement to allow running on elevators.

For the SAW design structural drive pipes the head height of the longitudinal seam along the length of mother pipe & also the weld height of connector will allow free passage & latch of Elevator

All 36" drive pipes shall be with 40 to 42 feet (i.e. 12.20 to 12.80 meters) lengths

Lifting/handling arrangement drawing should be submitted along with the bids.

Bidder should also confirm that these pipes with supplied Connectors can be run through 49 ½" rotary.

- i) Connectors should have easy stabbing, self-aligning & no cross threading.
- ii) Connectors should be either RL-4RB or D-90 MT or Equivalent, which is fast make-up (in less than one turn), low torque & visual indication of make up.
- iii) Connectors should have adequate sealing & fully field proven and tested.
- iv) Connectors casing pipes should be ideally suited for jetting and if required should be re-usable.

4.2 SAW/ERW Casing 20" OD, 0.625"WT, 133 ppf, X56 grade (API 5L) with RL-4S or E-60/MT or equivalent Quick make-up Multithread start weld on connectors.

All 20" casing pipes shall be of Range III lengths.

- i) Connectors should be of multi start threads for fast make-up (in less than one turn), low torque & visual indication of make up, complete with anti-rotation features and if required should be re-usable.

- ii) Connectors should have adequate sealing & fully field proven and tested.
- iii) Connector should have easy stabbing, self aligning & no cross threading.
- iv) Drift test of finished casing pipes should be carried out as per API –5CT.

4.3 Special requirement for Connectors:

- 1) Two (2) numbers of Installation tools, like shear tab or equivalent, should be supplied as part of the casing.
- 2) Pipes should be supplied with 20% extra number of lock pins/others required as per the connector design.
- 3) Any special handling tools required for the connections casings should be supplied as part of the casing
- 4) Make and model of connector should be marked on each pipe and die-stamped suitably on each connector Box for identification
- 5) Bidder to provide Running procedures for the Connectors

4.4 Drive Pipe/casing

- 1. All materials supplied against the order shall be subjected to testing as per applicable specifications as specified in API-5L & API-5CT.
- 2. Connector casing pipes should be inspected by X-ray and Ultrasonically as per API- 5L standard.
- 3. Mother pipes should be manufactured, inspected & tested as per API-5L.
- 4. Weld on connectors is to be welded and 100% NDE tested as per relevant API
- 5. Bidder should submit inspection certificate of casing pipes carried out by third party inspection agency along with Mills inspection certificate at the time of shipment/dispatch.
- 6. Box & Pin threads shall be coated with API modified thread compound before making up protectors.
- 7. The outer surface of all the Pipes shall be covered with adequate coating of mill varnish to protect against atmospheric corrosion, in accordance with relevant API-5L
- 8. 36" and 20" casings to be supplied with adequate and safe lifting (Pre-slung) from shore base to rig. The details of bundling are:

36" Pipes - 1 joint per bundle

20" Casings - 2 joints per bundle

END OF SECTION - II

Section - IIII

Special Terms and Conditions of Contract

1.0 Bidder to refer General Terms and Conditions for Global Tender (MM/GLOBAL/E01/2005) attached as Separate File in the e-tender Portal for following Services :

- i) **Supply of Sub Sea Well Head & Drive Pipes (Procurement).**
- ii) **Supply of Spares on Consignment Basis**

2.0 For other two following services, General Conditions of Contract of the Tender shall be applicable.

- i) **Supply of Installation and Testing Tools on Rental Basis.**
- ii) **Hiring of Service of Well Head Service Engineer.**

3.0 All the services are being hired from the same source for the reason of compatibility. However, OIL reserves the right to place separate Purchase Orders to make it convenient in OIL's ERP system for procurement of Materials as mentioned in para 1.0 above.

4.0 Bidder to take all necessary formalities for re-exporting the rental equipment etc at their cost. However, OIL may provide requisite documents if required as being Principal.

5.0 Payment will be made on monthly basis as mentioned in Price Schedules.

6.0 Bidder shall provide Bidder's Personnel at all inclusive day rates detailed in price schedule and the specified day rates includes all costs, Bidder's liability and obligations as employer, training costs, payments, overtime, nightshift premium, duties, taxes, expenses, insurances, overheads, profits and all costs of whatever nature incurred by Bidder to carry out the Work in accordance with the requirements of the Contract.

7.0 Bidder shall provide the Spares/Materials/consumables "on consumption/consignment basis" at all inclusive fees/ charges/ rates detailed in price schedule and the said fees, charges and rates includes all costs including cost of manufacturing, testing, research and

development, payments, duties, taxes, expenses, insurances, overheads and profits required to import, custom clearance, transport, handle, unload, deliver, store, maintain and re-export the left over Spares/Materials/consumables in accordance with the requirements of the Contract.

- 8.0 For the purpose of payment of Equipment rental charges, "day" shall mean a period of continuous 24 hours commencing at 0000 hours (Indian Standard Time) IST and ending at 2400 hours. Bidder agrees that where monthly rentals are specified in the price schedule and the Equipment and/ or Tool has worked for the part of a month, payment of rental shall be made by prorating the monthly rate. For prorating, monthly rental shall be divided by actual number of days in that particular month (i.e., 30 or 31 or and for month of February 28 or 29), for which prorating is to be done.
- 9.0 For the purpose of payment of operating day rate for Equipment used in the Well, the day shall mean a period of 24 hours duration, which commences when the Equipment and/ or tool is lowered below the rotary table. For other Equipment, the day shall mean a period of 24 hours duration from the commencement of operation. In the event operating day rate is specified, prorating to an hour shall be permitted, if the Equipment has operated for part of the day.

10.0 Completion of Mobilisation

The monthly/ day rental rates specified hereunder or part thereof shall commence on Completion of Mobilization of Bidder's Equipment or commencement of drilling, whichever is later. If the Completion of Mobilisation is delayed for reasons attributed to OIL, the date of Bidder's notice for testing or commencement of drilling whichever is later shall be considered for commencement of monthly/ day rental rate provided the Equipment is tested successfully on first attempt. If Equipment's first test is not successful, the date of commencement of drilling or date of successful testing, whichever is later shall be considered for commencement of monthly/ day rental rates.

10.1 For Equipment to be Mobilized on the drilling rig

Completion of Mobilization shall mean the date and time on which Bidder commissions and successfully tests Bidder's Equipment, tools and accessories, duly witnessed and to the sole satisfaction of OIL's representative on the drilling rig.

10.2 For Equipment to be Mobilized on OIL shore base

Completion of Mobilization shall mean the date and time on which Bidder commissions and successfully tests Bidder's Equipment, tools and accessories, duly witnessed and to the sole satisfaction of OIL's representative on the Shore base.

Lump sum fee for Mobilisation as per Contract shall be invoiced by Bidder upon the Completion of Mobilisation as detailed above.

11.0 Monthly/ Day Rental Rate

11.1 Monthly/ day rental rate for Bidder's Equipment shall be deemed to include all costs towards provision, operation, repairs, maintenance inclusive of normal wear and tear, inspection, spare parts, consumables and replacement Equipment when required during the term of the Contract.

11.2 The monthly/ day rental rates shall cease on the date specified in the Demobilisation notice issued by OIL to Bidder or arrival of Bidder's Equipment at OIL Shore base from the drilling rig, whichever is later.

11.3 Operating day rate specified hereunder or prorata for part thereof shall be payable for actual duration of operation. No monthly rental rate shall be payable for the duration operating day rate is payable.

11.4 Operating day rates for Equipment used in the well shall commence when the fully rigged up Equipment and/ or tool is lowered below the rotary table and shall cease when the Equipment and tool passes the rotary table when pulling out of the hole.

For other Equipment, the operating day rate shall commence when the fully rigged up Equipment is operated and shall cease upon completion of the operation.

11.5 For operating day rate for equipment being lowered in the well, "day" shall mean the period of 24 hours beginning at the time of lowering the Equipment below rotary table. For operating day rate for other equipment, "day" shall mean a period of 24 hours beginning at 0000 hours on any day and ending at 2400 hours on the same day.

11.6 No day rates or prorata for part thereof are payable towards Equipment and Personnel by OIL to Bidder for the period of suspension or delay in operation due to breakdown, failure or malfunction of Bidder's Equipment, labour disputes among or involving Bidder's Personnel and for any period of time that operations are being conducted in order to overcome the effects of negligence or deficient performance or re-performance of the Work by the Bidder.

- 11.7 If for any reason, Bidder's Equipment fail to perform when required by OIL, day rates shall not be payable by OIL for the period commencing from the day the Equipment had satisfactorily performed last till the Equipment is repaired and made fully operational to the satisfaction of OIL. In the event Bidder is unable to repair the Equipment for any reason, Bidder shall at its expense replace the Equipment within seven (7) days of OIL's notice.
- 11.8 Should any Equipment or tool fails to perform when required by OIL and is required to undergo repair, no rental charges shall be payable for that Equipment or tool and the remaining Equipment & tools which cannot be run without the failed Equipment & tool, commencing from the time of breakdown of the Equipment or tool and shall cease the day the Equipment or tool is repaired and used again.
- 11.9 The nonpayment of rental charges for that Equipment or tool and the Equipment & tools which can not be run without the failed Equipment & tool shall be based on the daily rental charges for individual Equipment or tool as specified and shall be deducted from the daily rental charges payable to Bidder.

12.0 Demobilisation

- 12.1 Demobilisation shall mean the date mentioned in the Demobilisation notice issued by OIL to Bidder or arrival of Bidder's Equipment at OIL Shore base from the drilling rig, whichever is later. The lump sum fee for Demobilisation shall be invoiced by Bidder on re-exporting all of Bidder's Equipment, tools and accessories from India and providing documentary evidence thereof.
- 12.2 No Demobilisation Fee for Equipment is payable incase Equipment and tools are transferred to another operator in India, after Demobilisation under the Contract.

13.0 No Other Costs

- 13.1 Other than the lumpsum fees/ charges, monthly/ day/ hourly rental rates and operating rates or part thereof provided hereunder, no other fee, price or monies are payable by OIL to Bidder under the Contract.

14.0 . PRICE SCHEDULE FOR BIDDER'S PERSONNEL

1. General

- 1.1 Bidder shall provide Bidder's Personnel for installing, operating, maintaining and repairing Bidder's Equipment and Materials provided under the Contract.

- 1.2 OIL shall compensate Bidder for providing the Bidder's Personnel in accordance with the all inclusive unit rates specified hereunder.
- 1.3 Depending on the nature of Work, OIL may require Bidder Personnel to work a minimum twenty eight (28) day rotation at the offshore Work Site to support the operations as per OIL requirements and Bidder shall ensure continuity with Personnel to enhance performance and knowledge of OIL's Work.
- 1.4 In the event of any delay in departure from the designated departure point to the offshore Site, Bidder's Personnel shall remain at the designated departure point on standby, at no extra cost to OIL.
- 1.5 OIL shall not be liable for any injury, illness, costs and damages prior to the scheduled check-in time or subsequent to the disembarkation of Personnel at the designated helibase / Shorebase. However, Available medical facilities on board of MODU will be extended to the personnel during the period of stay on board.

2. Mobilisation

- 2.1 Mobilization shall mean the date and time on which Bidder's Personnel report at OIL Shore base / helibase or any other place as specified by OIL in the call out notice. Mobilisation fee shall be invoiced by Bidder upon arrival of Bidder's Personnel to the first location designated by OIL.

3. Day Rate

- 3.1 The Daily rate charges for the Offshore services shall commence on mobilization of personnel at OIL's helibase and shall cease when the personnel reports at OIL's heli base from the drilling location. Time and dates for completion of mob- demob shall be duly approved by Company Representatives. Bidder shall be responsible for the transportation and transportation costs of Bidder's personnel from Bidder's own support base to OIL helibase and from Helibase to Bidder's own support base.
- 3.2 The Daily rate charges for the Shore base services shall commence on mobilization of personnel at OIL's shore base and shall cease when demobilised from OIL's shore base after completion of jobs assigned. Bidder shall be responsible for the transportation and transportation costs of Bidder's personnel from Bidder's own support base to OIL's shorebase and from Shorebase to Bidder's own support base. Time and dates for completion of mob/demob shall be duly approved by Company Representatives.

- 3.3 Bidder agrees to provide relief personnel, at the same rate, terms and conditions, if relief of any of the assigned personnel is required due to medical or vacation leaves or any other unforeseen reason, subject to OIL's approval. The daily rate must be fully specified in the invoice, which shall be supported by the man-hour report/service ticket, which shall be verified by OIL's Representative, for submission to OIL.

4. Demobilization

- 4.1 Demobilisation fee shall be invoiced after Demobilization of Bidder's Personnel.

5. Additional Personnel Requirement

- 5.1 Bidder's Personnel, which is not specified in the price schedule, shall be made available by Bidder upon written request by OIL at the same rates to be agreed by OIL.

6. Technical Support Personnel

- 6.1 Bidder shall designate and provide a Project Manager/Coordinator for the entire duration of the Contract and to attend daily rig call and others (Conferencing/physical presence as required and agreed at the Kick-off meeting post LOA) as specified in the Technical scope of work at no cost to OIL.

7. CONTRACT PRICE SCHEDULE (Spares on Consumption/Consignment basis)

General

OIL shall compensate Bidder for providing Materials and consumables "on consumption basis" in accordance with all inclusive firm unit rates specified in the price schedule.

Bidder shall supply Spare and Materials/consumables to the Shore base(s) and the unit rates provided hereunder shall include all costs, payments, duties, taxes, expenses insurances, overhead and profits to deliver and stock the Materials, chemicals and consumables at respective Shore base(s) and the activities involved but are not limited to procure, transport, insure, sea freight, load, unload, custom clear, transport to Shore base and stock the said Materials at OIL Shore base.

7.1 Inventory Management:

Bidder shall be responsible for maintaining adequate inventory of Spares/Materials/consumables with suitable and valid shelf life at the Shore base & the offshore rig and shall ensure that no stoppage of Work or hold up occurs due to shortage of Materials, chemicals and consumables.

Bidder shall invoice for the Materials, chemicals and consumables on monthly basis for actual quantity consumed during the previous month.

Bidder shall submit consumption reports / delivery challan signed by OIL representative along with each invoice.

The balance quantity of Materials, chemicals and consumables at the end of the Work shall be re-exported by Bidder at its expense.

- 8.0 NOTE: The Bidders/ Bidders must be fully acquainted and solely responsible for compliance with the relevant applicable Indian as well as International Rules, Regulations, Standards, Guidelines, Laws and Acts with respect to mobilization, demobilization, entry and exit to/ from India and providing the services stipulated in the Scope of Work in Indian Territory. Any permission or approval or consent needs to be obtained from any authority is Bidder's/ successful Bidder's responsibility including expenses thereof. OIL will provide necessary/ essential document as may be required in order to obtain permission/ approval/ consent but the onus lies on the Bidder/ successful Bidder.**

END OF SECTION III

SECTION IV
SCHEDULE OF RATES

Price Proforma – 1

Supply of Sub Sea Well Head & Drive Pipes:

Item N O.	Item Description	Unit	Quantity (A)	Unit rate in quoted Currency (B)	Total Price of each line item (A) X (B) in quoted Currency (C)
	Wellhead Equipment				
1	Permanent Guide Base (retrievable) - PGB and Gimbal	Set	2		
2	Mudmat c/w Landing base & Gimbal	Set	2		
3	36" Wellhead Housing (LP) C/W extension of 36" casing Pup and Connector which will be supplied by the Bidder as part of the supply of drive pipes with connectors with latching mechanism for Mudmat with ROV operated Ball Valve as per design	Set	2		

4	18-3/4" Wellhead Housing (HP), c/w extension of 20" casing Pup and Connector which will be supplied by the Bidder as part of the supply of drive pipes with connectors	Set	2		
5	16" Landing Sub	Set	2		
6	16" Casing Hanger System C/W PUP Joint	Set	2		
7	13-5/8" Casing Hanger C/W PUP Joint	Set	2		
8	9-5/8" Casing Hanger C/W PUP Joint	Set	2		
9	18-3/4", Annulus seal assemblies for 16" hangers landed in 20" casing	Set	2		
10	18-3/4", Annulus seal assemblies for 13-5/8", 9-5/8" casing hangers	Set	2 (Each size)		
11	18-3/4" Nominal seat protector (NSP)	Set	2		
12	Wear Bushing, 18-3/4" X 13-5/8"	Set	2		
13	Wear Bushing, 18-3/4" X 9-5/8"	Set	2 (Each size)		
14	Emergency Annulus seal assembly for 16", 13-5/8", 9-5/8"	Set	2		
15	Secondary emergency annulus seal assembly (to provide sealing in case of failure of emergency seal assembly for 16", 13-5/8", 9-5/8"	Set	2 (Each size)		
16	ROV deployed wellhead corrosion cap	Set	2		

17	ROV retrievable Slope Indicator - 0 to 2 Deg	Set	4		
18	ROV retrievable Slope Indicator - 0 to 5 Deg	Set	4		
20	Any other equipment required for wellhead system	L/s	As required (bidder to quote)		
21	ROV compatible GL-4 Latches	Nos.	8		
22	TGB assembly (OPTIONAL)	Set	2		
	DRIVE PIPES				
23	36" Drive Pipe with Connectors and others as per Scope of work	Metre	150		
24	20" Drive Pipe with Connectors and others as per Scope of work	Metre	1550		
25	Total Materials Value (Sum of total prices from S.l No. 1 to 24 of column C) in quoted Currency				Sum of sl no. 1 to 24

Price Proforma – 2
Supply of Installation and Testing Tools on Rental Basis:

Item NO .	Item Description	Unit	Quantity (A)	Operating Day Rate per unit (i.e. while in use) inclusive of Maintenance and repair during Contract period in Quoted Currency (B)	Monthly rental Charge per Unit inclusive of Maintenance and repair during Contract period in Quoted Currency (C)	Loss in Hole Rate per unit in Quoted Currency (D)	Mobilisation Charge per Unit in Quoted Currency (E)	De-Mobilisation Charge per Unit in Quoted Currency (F)	Total Price of each line item in Quoted Currency $[(A \times B \times 60) + (A \times C \times 4) + (D \times A) + (E \times A) + (F \times A)]$ (G)
1	36" LP housing running and retrieval tool with drill ahead capability	Set	2						
2	36" LP housing Running and retrieval tool without drillahead capability	Set	2						
3	Running tool for 18-3/4" HP Wellhead	Set	2						

4	Running / Retrieving tool for All Bore protectors and Wear Bushings	Set	2						
5	Casing Hanger and seal assembly Running Tool for 16" Casing	Set	2						
6	Casing Hanger and seal assembly Running Tool for 13-5/8" Casing	Set	2						
7	Casing Hanger and seal assembly Running Tool for 9-5/8" Casing	Set	2						
8	Annulus seal and emergency seal running and retrieving tool	Set	2						
9	18-3/4" BOP Isolation Tool - 15,000 psi	Set	2						
10	Plug type BOP test tool - 18-3/4" 15,000 psi	Set	2						
11	Drill pipe hang	Set	2						

	off / Suspension plug tool								
12	36" & 18-3/4" Well Head housing support system and Handling tools like C- Plate and Drill Collar and Drill Pipe support plates and Tool Box equipment	Set	2						
13	Mill and Flush tool	Set	2						
14	Impression block for wellhead	Set	2						
15	Wellhead jetting tool	Set	2						
16	Corrosion Cap Running/Retrie val Tool	Set	2						
	Subsea and Wellhead Tool Box Complete with Slings and any other requirement like Lift eye, Torque bar and others as required for the entire	Set	2						

	Wellhead scope of work								
17	Any other tool required.	L/s	As required. Bidder to quote as per their requirement						
18	TGB Running and Retrieval Tool (Optional)	No.	1						
19	Total Costs for Rental Services = Sum of total price i.e. column G of Sl no. 1 to 18								Sum of Sl No. 1 to 18

Note : ODR is considered for **60 days** and Monthly Rental Charge is considered for **4 months**. The above quantities are estimated for evaluation purpose, however to be paid at actual use.

Price Proforma – 3

Hiring of Service of well Head Service Engineer :

SL.No.	Item Description	No of Service Engineers (A)	Day rate in Quoted Currency (B)	Mobilization Charge of each Service Engineer in Quoted Currency (C)	De-Mobilization Charge of each Service Engineer in Quoted Currency (D)	Total price of each Line Item in quoted Currency (E)
1	Wellhead Service Engineer to Supervise assembly, installation, Running Retrieval, servicing, repair of Wellheads and wellhead associated equipment Offshore	1				$[(A \times B \times 120) + (C \times A) + D \times A]$
2	Wellhead Service Engineer for Shore base services	1				$[(A \times B \times 20) + (C \times A) + D \times A]$
3	Total Costs Hiring of Service of well Head Service Engineer = Sum of total price i.e. column E of Sl no. 1 to 2					Sum of Sl No. 1 to 2

Notes :

- i. **The Daily rate charges for the Offshore services shall commence on mobilization of personnel at OIL's helibase and shall cease when the personnel reports at OIL's helibase from the drilling location. Time and dates for completion of mob- demob shall be duly approved by Company Representatives. Bidder shall be responsible for the transportation and transportation costs of Bidder's personnel from Bidder's own**

support base to OIL helibase and from Helibase to Bidder's own support base. The number of days for evaluation for Offshore services is 120 days, however to be paid at actual use.

- ii. The Daily rate charges for the Shore base services shall commence on mobilization of personnel at OIL's shore base and shall cease when demobilised from OIL's shore base after completion of jobs assigned. Bidder shall be responsible for the transportation and transportation costs of Bidder's personnel from Bidder's own support base to OIL's shorebase and from Shorebase to Bidder's own support base. Time and dates for completion of mob- demob shall be duly approved by Company Representatives. The number of days for evaluation for Shore base services will be 20 days, however to be paid at actual use.**
- iii. The Rates should be inclusive of all applicable taxes except Service Tax which will be extra to OIL's Account at actual. However, bidder to indicate the Applicable Service Tax.**

Price Proforma – 4

Supply of Spares on Consignment Basis:

A. FOREIGN BIDDER : (DELIVERY TO OIL GODOWN AT KAKINADA),

Item No.	Item Description	Unit	Quantity (A)	Unit rate in Quoted Currency			Total Price in quoted currency C= A x B
				C&F Kakinada Value	CIF Kakinada Value	FOR Kakinada Value (B)	
1	All the required metal ring gaskets (MWP 15 ksi), stainless steel gaskets (MWP 15 ksi) and Stailnless steel ring gaskets with Hycar Insert type (MWP 10 ksi) for wellhead system	Set	2				
2	Spares for Wellhead System	Set	2				
3	Spares for Installation & Test Tools	Set	2				
4							
5							
6							

Total Price for all spares on Consignment Basis (Sum of item no. 1 to 6 or the last item quoted by the bidder as per their requirement in column C)	Sum of item no. 1 to 6 or the last item quoted by the bidder as per their requirement
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Notes.

- (i) Bidder to specify the required spares for the entire project till placement of Corrosion cap and rig move and provide unit prices for Consignment basis payment in item no. 4 , 5,6 etc and will be considered for evaluation.**
- (ii) The above Quantities are indicative and for evaluation purpose only and the actual Quantities ordered may vary.**
- (iii) The Rates and Prices should be inclusive of all applicable taxes and Handling charges.**
- (iv) The above mentioned Running Tools should be ready in all respects and ready to be used on receipt on board from our Kakinada Godown.**
- (v) Custom Duty is exempted as the materials are being used in OIL's eligible area.**
- (vi) No re-stocking charge shall be payable.**
- (vii) Payment will be made on monthly basis on actual consumption of the spares. Party has to take back the unused remaining spares at their cost.**

Price Proforma – 4

Supply of Spares on Consignment Basis:

B. INDIAN BIDDER : (DELIVERY TO OIL GODOWN AT KAKINADA),

Item No.	Item Description	Unit	Quantity (A)	Basic Unit rate in Quoted Currency inclusive of customs duty on imported raw materials and components, if any	Total Price in quoted currency C= A x B
1	All the required metal ring gaskets (MWP 15 ksi), stainless steel gaskets (MWP 15 ksi) and Stailnless steel ring gaskets with Hycar Insert type (MWP 10 ksi) for wellhead system	Set	2		
2	Spares for Wellhead System	Set	2		
3	Spares for Installation & Test Tools	Set	2		
4					
5					
Total Price for all spares on Consignment Basis (Sum of item no. 1 to 6 or the last item quoted by the bidder as per their requirement in column C)					Sum of item no. 1 to 6 or the last item quoted by the bidder as per their requirement

Notes.

- (i) Bidder to specify the required spares for the entire project till placement of Corrosion cap and rig move and provide unit prices for Consignment basis payment.**
- (ii) The above Quantities are indicative and for evaluation purpose only and the actual Quantities ordered may vary.**
- (iii) The Rates and Prices should be inclusive of all applicable taxes and Handling charges.**
- (iv) The above mentioned Running Tools should be ready in all respects and ready to be used on receipt on board from our Kakinada Godown.**
- (v) Excise duty is not applicable under Deemed Export. Indigenous bidder to quote their deemed export price.**
- (vi) No re-stocking charge shall be payable.**
- (vii) Payment will be made on monthly basis on actual consumption of the spares. Party has to take back the unused remaining spares at their cost**

End of Section IV

Bidder is to declare the information as requested vide **Proforma-A** against each of the items to be imported.

PROFORMA -A

LIST OF ITEMS (EQUIPMENT, TOOLS, ACCESSORIES, SPARES & CONSUMABLE) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE.

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

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "PARTLY" in column "J".

(3) For estimation of applicable customs duty, the CONTRACTORs are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____

Name: _____ **Seal of the Bidder:**

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. CLG5985L15**. 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 . 19.01.2015

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.

ANNEXURE-B

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.**

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 :

SRL. NO.	Name of the Parties
1	M/S. FMC WELLHEAD EQUIPMENTS SDN, BHD, MALAYASIA
2	M/S. G.E. OIL & GAS, MUMBAI
3	M/S. DRIL-QUIP ASIA PACIFIC PTE LTD., SINGAPORE

