



Oil India Limited
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602
FAX: (91)374-2803549

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com

NOTICE INVITING TENDER

Sub: IFB No. CDG0085L19 for 'Hiring of Surface Production Testing Services, Well Activation/Stimulation/Killing Services (using Coiled Tubing Unit & Nitrogen Pumping Unit), Bottom-hole PVT Sampling, BHP-BHT Measurement & Analysis Services using Slickline unit and Retrievable Production Packers services" for testing of 02 (Two) exploratory wells in Mizoram, India for a period of 01 (One) year with a provision for further extension by 06 (Six) months or part thereof.

1.0 The above tender has been issued to the following limited parties selected through OIL's Expression of Interest No. EOI/O/2/2018-2019:

- (i) M/s SES Energy Services India Pvt. Ltd., Mumbai
- (ii) M/s Techno Canada Inc., Canada

The interested parties other than the above shortlisted parties who meet the 'Qualifying Criteria' as indicated in the tender may also apply for issue of tender documents. Such application must reach the office of CGM-Contracts on or before 29.12.2018. The application must be complete in all respects and the same should accompany all the requisite documents as indicated in Bid Evaluation Criteria, failing which the application will be considered as rejected. Company shall not be responsible for any postal delay/transit loss."

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(UPASANA MALAKAR)
SENIOR CONTRACTS OFFICER (GLOBAL)

For **CGM (CONTRACTS)**

For **RESIDENT CHIEF EXECUTIVE**

Date: 19.12.2018



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FORWARDING LETTER

M/s _____

Sub: IFB No. CDG0085L19 for 'Hiring of Surface Production Testing Services, Well Activation/Stimulation/Killing Services (using Coiled Tubing Unit & Nitrogen Pumping Unit), Bottom-hole PVT Sampling, BHP-BHT Measurement & Analysis Services using Slickline unit and Retrievable Production Packers services" for testing of 02 (Two) exploratory wells in Mizoram, India for a period of 01 (One) year with a provision for further extension by 06 (Six) months or part thereof.

Dear Sir(s),

1.0 OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's E-Procurement site for **'Hiring of Surface Production Testing Services, Well Activation /Stimulation/Killing Services (using Coiled Tubing Unit & Nitrogen Pumping Unit), Bottom-hole PVT Sampling, BHP-BHT Measurement & Analysis Services using Slickline unit and Retrievable Production Packers services" for testing of 02 (Two) exploratory wells in Mizoram, India for a period of 01 (One) year with a provision for further extension by 06 (Six) months or part thereof'**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG0085L19
(ii)	Type of Bidding	:	Limited E-Tender - Single Stage - Two Bid System
(iii)	Period of Sale	:	As mentioned in E-Procurement portal.
(iv)	Bid Closing Date & Time	:	As mentioned in E-Procurement portal.

(v)	Technical Bid Opening Date & Time	:	As mentioned in E-Procurement portal.
(vi)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal
(viii)	Bid Opening Place	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India
(ix)	Bid Validity	:	120 (One Hundred Twenty) days from Original Bid Closing Date.
(x)	Mobilization Time	:	90 (Ninety) days from the date of issue of Mobilization Notice after issuance of LOA.
(xi)	Bid Security Amount	:	Rs. 45,53,000.00/- or US\$ 62,700.00
(xii)	Bid Security Validity	:	30.06.2019
(xiii)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xiv)	Amount of Performance Security	:	10% of Total Contract value.
(xv)	Validity of Performance Security	:	90 (Ninety) days beyond contract period/duration.
(xvi)	Location of job	:	Mizoram, India (NELP-VI Block: MZ-ONN-2004/1)
(xvii)	Duration of the Contract	:	01 (One) year from the date of commencement of Contract with a provision for further extension by 06 (Six) months at the same terms and conditions with mutually agreed rate limiting to the contract rate.
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 18.0 of General Conditions of Contract.
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.

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

3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption**

certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

3.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

3.4 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.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

3.5 For participation, applicants already having User ID & Password for OIL’s E-Procurement Portal need to register against the IFB and pay the requisite Cost of Bid Document (**Non-transferable and Non-refundable**) through the online payment gateway provided in OIL’s E-Procurement Portal. New vendors/existing vendors not having User ID & Password for OIL’s E-procurement portal shall obtain User ID & password through online vendor registration system in E-Portal and pay the requisite Cost of Bid Document in the manner as specified above. **NO OTHER MODE OF PAYMENT TOWARDS COST OF BID DOCUMENT WILL BE ACCEPTABLE.**

3.6 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL’s E-Procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

3.7 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. **(Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

3.8 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

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

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, Contractor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

v) Bid should be submitted online in OIL's E-procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST)** at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

vi) The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

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

per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.

viii) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

ix) (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

ix) Conditional bids are liable to be rejected at the discretion of the Company.

7.0 Integrity Pact: The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Integrity Pact, (Annexure-IP) 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 Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

8.0 SCREEN SHOTS

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

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

Go to this Tab “Technical Attachment” for Uploading “Technical Bid”.

▼ Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Che
The table does not contain any data						

On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the respective places as indicated above:

Note:

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

** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(UPASANA MALAKAR)
SENIOR CONTRACTS OFFICER (GLOBAL)
For **CGM (CONTRACTS)**

Date: 19.12.2018

For **RESIDENT CHIEF EXECUTIVE**

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.

2.0 BIDDING DOCUMENTS

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

- a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (ii) Bid opening date and time
 - (iii) Bid submission Mode
 - (iv) Bid opening place
 - (v) Bid validity & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
- b) Instructions to Bidders, (Part-1)
- c) BEC/BRC, (Part-2)
- d) General Conditions of Contract, (Part-3, Section-I)
- e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- f) Special Conditions of Contract, (Part-3, Section-III)
- g) Schedule of Rates, (Part-3, Section-IV)
- h) Estimated CIF value of items at the time of import, (Proforma-A)
- i) Price Schedule Format, (Proforma-B)
- j) Bid Form, (Proforma-C)
- k) Statement of Non-Compliance, (Proforma-D)
- l) Bid Security Form, (Proforma-E)
- m) Performance Security Form, (Proforma-F)
- n) Agreement Form, (Proforma-G)
- o) Proforma of Letter of Authority, (Proforma-H)
- p) Authorisation for Attending Bid Opening, (Proforma-I)
- q) Integrity Pact, (Annexure-IP)
- r) Corporate Guarantee of parent/ultimate parent/Holding company, (Annexure-IV), Parent Company Guarantee (Annexure-V)
- (s) Proforma for Bio-Data of Manpower, (Annexure-VIII)
- (t) Proforma undertaking from Contractor's Personnel, (Annexure-IX)
- (u) Safety Measures, (Annexure-X)
- (v) Proforma of Bank Guarantee towards PP-LC (Annexure-XI)
- (w) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG (Annexure-XII)

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the

Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

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 BIDDING 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 Tab **"Technical Rfx" and** under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under External Area the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

5.0 PREPARATION OF BIDS

5.1 **LANGUAGE OF BIDS:** The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 **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) UN-PRICED TECHNO-COMMERCIAL BID (to be uploaded in "Technical Attachments" tab)**
 - (i) Complete technical details of the services offered.

- (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-D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B).
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-IP attached with the bid document to be digitally signed by the bidder.

Note: Please note that, price should not be mentioned in the “Technical Attachments” tab.

(B) PRICED BID (to be uploaded in “Notes and Attachments” tab)

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

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

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

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

8.0 BID PRICE:

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under “Notes & Attachment” Tab. Prices must be quoted by the bidders as per the Pricing format.

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 basic customs duty which will be borne by the Company) and taxes (excluding GST) 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 considering the quoted GST. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

9.0 CURRENCIES OF BID AND PAYMENT:

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

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

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

11.0 BID SECURITY:

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

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

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

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

11.3 Bidders can submit Bid Security online through OIL's electronic Payment Gateway.

11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.

11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

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

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

11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

11.9 The Bid Security may be forfeited:

- i) If the bidder withdraws the bid within its original/extended validity.
- ii) If the bidder modifies/revises their bid suo-moto.
- iii) If the bidder does not accept the order/contract.
- iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.

11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam), India in a sealed envelope which must reach GM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.

11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

11.13 The Bank Guarantee issuing bank branch must ensure the following:

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

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
a	Bank Name	AXIS BANK LTD
b	Branch Name	DULIAJAN BRANCH
c	Branch Address	DAILY BAZAR, JYOTI NAGAR, DULIAJAN , DIST. DIBRUGARH, ASSAM , PIN 786602 State: ASSAM
d	Banker Account No.	910020040028220
e	Type of Account	Current Account
f	IFSC Code	UTIB0001129
g	MICR Code	786211302
h	SWIFT Code	AXISINBB140
i	Contact No.	+919706011291
j	Contact Person Name	RUPAM BHUYAN
k	Fax No.	03742800089
l	Email Id	duliajan.branchhead@axisbank.com

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

13.0 PERIOD OF VALIDITY OF BIDS:

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

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

14.0 SIGNING OF BIDS:

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 Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

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

14.3 Any 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.

14.4 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 Proformas (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 "**User Manual**" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. **No price should be given in the "Technical Attachment", otherwise bid shall be rejected.** The priced bid **should not** be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super scribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

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

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

15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D 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 IFB.

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

17.0 DEADLINE FOR SUBMISSION OF BIDS:

17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

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

17.3 The documents in physical form as stated in **Para 15.1** must be received by Company at the address specified in the "Forwarding Letter" on or before **12.45 Hrs (IST)** on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

18.0 LATE BIDS:

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

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

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.

20.0 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 or E-Portal. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

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

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

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

21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation

of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any 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.

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

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

21.0 OPENING OF PRICED BIDS:

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

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

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

23.0 CONVERSION TO SINGLE CURRENCY:

While evaluating the bids, the B.C. Selling market rate of exchange declared by State Bank of India, kolkata CAG branch on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where

the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

24.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid 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 21.6**.

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

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA: 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 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

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

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

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

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

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

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

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

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

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

30.0 SIGNING OF CONTRACT:

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

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

30.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 02 (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-IP** 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. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd), Shri Satyananda Mishra, IAS(Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com
- b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail: satyanandamishra@hotmail.com
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.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.

37.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.

37.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

37.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet/exceed the target of Local Content (LC) of **35%**

37.2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

37.2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. _____ (to be filled by the work center as notified at

Enclosure I of the policy) quoted vide offer No._____ dated _____ against OIL tender No._____ by M/s _____ (Name of the bidder).

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

37.2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Proforma-BB (PP-LC) of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

37.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) L1 bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

37.3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

37.4 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

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

37.4.2 When the tendered goods/services cannot be divided in the exact ratio of 50%/50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

37.5 The tendered quantity is not splittable/non-dividable/cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

37.6 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

37.7 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

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

37.8 Determination of LC:

37.8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

37.8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and General service cost, excluding profit, company overhead cost, taxes and duties.

37.8.3 The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

37.8.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

37.9 Calculation of LC and Reporting:

37.9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

37.9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

37.10 Certification and Verification:

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

37.10.1.1 At bidding stage:

- a) Price Break-up
- (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 37.3.
- (ii) Bidder must have LC in excess of the specified requirement.
- b) Undertaking by the bidder

- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. 37.1, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items/services to be procured from Indian manufacturers/service providers.
- c) Statutory Auditor's Certificate
The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 37.2.

37.10.1.2 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

37.10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

37.10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

37.10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

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

37.11 Sanctions:

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

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

37.11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/ successful bidder.

37.11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of

goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

37.11.5 In pursuance of the clause No. 37.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Annexure-XI) equivalent to the amount of PBG.

END OF PART - 1

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PART-2

1.0 BID EVALUATION CRITERIA (BEC)

The bid shall conform generally to the specifications and terms and conditions given in this bid documents. Bids shall be rejected in case the services offered do not conform to the 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. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

The bidders must meet the following criteria, failing which their offers shall be rejected:

2.0 GENERAL REQUIREMENTS AND SPECIFICATION OF EQUIPMENT:

2.1 Bidder shall provide the following services as a package:

- i. 10 K psi Surface Production Testing Services.
- ii. Coiled Tubing Unit and Nitrogen Pumping Unit Services.
- iii. Bottom-hole PVT Sampling, BHP-BHT Measurement & Analysis Services using Slickline unit.
- iv. Retrievable Production Packers services.

2.2 All major equipment i.e., CTU, NPU, Slickline unit, Separator, Choke Manifold, Oil Transfer Pump offered against this tender shall not be more than **07 (Seven)** years old to be reckoned from the original Bid Closing Date of the Tender.

2.3 In support of Clause No. 2.2 above, the bidder shall submit an undertaking confirming that their offered major equipment are not manufactured before 07 (Seven) years preceding the original Bid Closing Date of the Tender and that ownership of the equipment are in the name of the bidder/their MOU partner.

2.4 In case of brand new equipment on proposed purchase, the bidder shall submit a certificate from the manufacturer along with the Technical Bid. The certificate from manufacturer should clearly indicate the committed date of readiness of the equipment for shipment after due inspection.

2.5 In case of leased units or proposed purchase of the Units (other than brand new), Bidders shall submit the **original** Memorandum of Understanding/Agreement of Lease/purchase of unit, concluded with the owner of the units, particularly for this tender, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.

3.0 TECHNICAL CRITERIA:

- (a) The Bidder must have successfully completed Surface Production Testing Services in at least 05 (Five) wells in previous 07 (Seven) years reckoned from the original bid closing date.

Or

The Bidder must have successfully executed at least 01 (One) contract of Coiled Tubing Unit and Nitrogen Pumping Unit Services for a period of minimum 01 (One) year during the previous 07 (Seven) years reckoned from the original bid closing date.

The services 2.1 iii, iv and 2.1 i/ii can be outsourced; however, the outsourced entity(ies) must meet 3.0 (b) below.

- (b) All the entities outsourced should have experience for the respective service of outsourcing in terms of executing at least 01 (One) contract successfully during the preceding 07 (Seven) years reckoned from the original bid closing date.
- (c) The Bidder/Contractor/Service Provider must undertake to deploy competent key operating personnel with minimum 05 (Five) years of relevant experience, if contract is awarded.

4.0 FINANCIAL CRITERIA:

- (a) The Bidder/Contractor/Service Provider shall have an Annual financial turnover of minimum **Rs. 23 Crore** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
- (b) Net worth of Bidder/Contractor/Service Provider must be positive for preceding financial/accounting year.

Notes to BEC Clause 4.0 above:

- (a) For proof of Annual Turnover & Net worth (refer clauses 4.0 (a) & (b)) any one of the following documents must be submitted along with the bid:
- i. Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidder/Contractor/Service Provider, self-attested/digitally signed printed published accounts are also acceptable.
- OR**
- ii. A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-II**
- (b) In case the Audited Balance Sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the Bidders/Contractors/Service Providers shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A

CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

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

5.0 The bidder - Single Bidder/Consortium of Companies/Indian Joint Venture Company shall meet the following:

5.1 Subsidiary Company:

In case the bidder/Leader of the Consortium is a subsidiary of a company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

- (i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
- (ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **Annexure-IV** by the authorized officials.
- (iii) A declaration that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date".

5.2 Consortium of Companies:

In case the Bidder/Contractor/Service Provider is a Consortium of Companies, the Leader of the Consortium should satisfy the minimum requirements as per **Para 3.0 (a) to (c)** above. However, at least any one of the consortium members individually shall have to meet the Annual financial turnover of **Rs. 23 Crore** and the other members of Consortium should meet the financial turnover of **Rs. 11.5 Crore** each. Besides, **Net Worth of all the consortium members** should be Positive for the preceding financial/accounting year

- 5.2.1 Bid(s) from Consortium shall be submitted with a Memorandum of Understanding (MOU) between the consortium members duly signed by the

authorized Executives of the consortium members clearly defining the role/scope of work during the execution of contract of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for brief 'Scope of Work' by the Leader of the Consortium shall be submitted with the bid.

5.3 Indian Company/Indian Joint Venture Company:

In case the Bidder/Contractor/Service Provider is an Indian Company/Indian joint venture Company, then the participating Bidder/Contractor/Service Provider should meet the criteria laid down in Para 3.0 (a) to (c) and 4.0 (a) to (b) above. Also, the Indian Company/Indian Joint Venture Company who does not meet the minimum pre-qualifying criteria as per clause No. 3.0 (a) to (c), may also submit the bid on the strength of Technical Collaborator(s)/Joint Venture Partner(s). However, the Primary Bidder/Contractor/Service Provider shall have to meet the financial criteria mentioned in Clause No. 4.0. (a) and (b), above.

- (a) The Technical Collaborator(s)/Joint Venture Partner(s) at its own shall meet the experience criteria as in clause No. 3.0 (a) to (c), above and they have to undertake to offer direct supervision during the contract. However, the Bidder/Contractor/Service Provider must confirm unconditional acceptance of full responsibility of executing the contract.
- (b) The experience of the Technical Collaborator(s)/Joint Venture(s) with other firm(s) will not be qualified.
- (c) Indian Bidder/Contractor/Service Provider quoting based on technical collaboration/joint venture shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/ joint venture partner clearly indicating the role and responsibility matrix of each member under the scope of work during the execution of contract which shall be addressed to OIL and shall remain valid and binding during the execution of work till completion of contract period.

6.0 Any party who is extending support by way of entering into technical collaboration/joint venture with another party shall not be allowed to submit an independent bid and such bids shall be rejected straightway. Further, all bids from parties with technical support from the same principal shall also be rejected.

7.0 Bids from Bidder/Contractor/Service Provider who do not meet the pre-qualifying criteria as stipulated in para 3.0 (a) to (c), above of their own can also be considered, provided they are the directly owned 100% Subsidiary Company of a Parent Company (in which the parent company has 100% stake) which meets aforesaid minimum criteria. In such cases, as the Subsidiary Company is dependent on the experience of Parent Company, the participating Bidder (100% subsidiary Company) should submit an agreement/Corporate Guarantee as per **Annexure-V**. However, the parent/subsidiary company of the Bidder/Contractor/Service Provider

should on its own meet the experience criteria as stipulated in the Pre-Qualifying Criteria and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

- 8.0** The Leader of the consortium/Technical collaborator/Joint Venture Partner (who qualifies the Technical requirement as per the tender qualifying criteria, should provide at least the below mentioned key personnel out of the minimum total key personnel mentioned in **Annexure- VI B**, if selected for a duration of minimum 50% of the Contract period. A declaration from the Leader of the consortium/Technical collaborator/Joint Venture agreeing the same has to be submitted.

Sl. no.	Description	Nos.
1	WELL TEST IN-CHARGE (WTI)	1
2	PRODUCTION TESTING SUPERVISOR	1
3	WELL TEST OPERATOR	2

- 9.0** In case of borrowing experience from the subsidiary/sister subsidiary/parent company (who qualifies the Technical requirement as mentioned in Para 3.0 above) should provide at least the below mentioned key personnel out of the minimum total key personnel mentioned in **Annexure – VI B**, if selected for a duration of minimum 50% of the Contract period. A declaration from the Leader of the consortium/Technical collaborator/Joint Venture agreeing the same has to be submitted.

Sl no.	Description	Nos.
1	WELL TEST IN-CHARGE (WTI)	1
2	PRODUCTION TESTING SUPERVISOR	1
3	WELL TEST OPERATOR	2

10.0 DOCUMENTS/INFORMATION:

The Bidder/Contractor/Service Provider must furnish the following documents as part of their bids in support of fulfilling all the above pre-qualifying criteria, failing which the bid shall be rejected.

- Work Experience of Bidder: Pursuant to Clause No. 3.0 (a) & (b) above, a Statement to be furnished by the Bidder in a tabular form as per **Annexure-I** and copies of corresponding contracts/work orders and completion certificates/payment certificates thereof issued by various clients to be enclosed.
- Technical Specifications: Brief Technical Specifications and critical parameters of the identified/offered Production Testing Package.
- Financial Turnover of Bidder: Statement to be furnished by the Bidder/Contractor/Service Provider in a tabular form as per **Annexure-II**,

duly signed and sealed by a Charter Accountants' firm incorporating their Membership Code/Registration No. etc.

- (d) Manpower: A letter with categorical confirmation that the Bidder/Contractor/Service Provider has the key personnel meeting the requisite qualification & experience as indicated herein and can deploy them for job execution in the event of an Agreement.
- (e) Details of current work in hand and other contractual commitments of the Bidder/Contractor/Service Provider for similar nature of well testing jobs are to be submitted in a tabular form as per **Annexure – III** along with copies of contracts/work orders issued by Clients.
- (f) Mobilization: Bidder should confirm to mobilize their resources within Ninety (90) days from issue of Mobilization Notice after issuance of Letter of Award (LOA) by Company.
- (g) MOU/Agreement/Corporate Guarantee: Valid document, must be furnished in respect of formation of Consortium/Joint Venture/Collaboration or Corporate Guarantee for 100% subsidiary, as may be applicable, pursuant to Para 4.0 to 7.0 above which shall be addressed to OIL indicating the Tender no. and shall remain valid and binding during the execution of work till completion of contract period.
- (h) Bidder's general structure and organization, including the branch/sub-division associated with Well Testing Services.
- (i) Details of company's Health, Safety and Environmental Policy and Programme together with HSE Management System.

11.0 All documents submitted along with the bid must be self-certified by the Bidder/Contractor/Service Provider and should be clear & legible.

NOTE: OIL reserves the right to ask for any Original or other relevant document to verify the certification.

12.0 COMMERCIAL EVALUATION CRITERIA:

- 12.1 Bids shall be submitted under Single Stage Two Bid system i.e. Technical Bid and Price Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical RFx Response” Tab** and Price Bid as per **Proforma-B** uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this Two-Bid system shall be rejected outright.
- 12.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 12.3 Bids should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.

- 12.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 12.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 12.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 12.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 12.8 Any physical documents wherever called for, 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.
- 12.9 Any Bid containing false statement will be rejected.
- 12.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.
- 12.11 Bidders shall quote directly and not through their Agent/Representative /Retainer/Associate in India. Bids submitted by Indian Agent/Representative /Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 12.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause

- vii) Safety, Environment & Labour Law
- viii) Termination Clause
- ix) Integrity Pact

12.13 The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [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 [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. **All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.**

However, the following documents (in original) should necessarily be submitted in physical form, in a sealed envelope

- ✓ **The original bid security.**
- ✓ **The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.**

A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted. Bidder should ensure to submit original documents in accordance with the bidding documents.

The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

13.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered and finalized for 01 (One) year. The evaluation as per the Price Evaluation Criteria are as under:

- 13.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 13.2 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening [or latest available] shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 03 (Three) months, then B.C. Selling(Market) rate of exchange

declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

- 13.3 The bidders must quote their charges/rates in the manner as called for vide “Schedule of Rates” under **Section - IV** and the summarized price schedule format vide enclosed **Proforma – B**.
- 13.4 The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 13.5 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per '**Proforma-B**'.

14.0 GENERAL:

- 14.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception. if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 14.2 To ascertain the substantial responsiveness of the Bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 14.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

15.0 CUSTOMS DUTY: In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33(CONDITION NO. 48) of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST@5%) subject to conditions specified therein (Condition No.48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

- 15.1 Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No.03/2017.

16.0 PURCHASE PREFERENCE CLAUSE:

Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

- 16.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 16.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 16.3 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

16.4 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

16.5 Purchase preference Policy (linked with Local Content) (PP-LC)

- 16.5.1 **Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender (*Annexure- XII enclosed*).**
- 16.5.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.

17.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

CHECKLIST FOR BEC

Annexure- A to BEC

Bidders to mark (√) **Provided** or **Not Provided** along with the Reference File No. and page No. whichever is applicable

Clause No	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
1.0	<p><u>BID EVALUATION CRITERIA (BEC)</u></p> <p>The bid shall conform generally to the specifications and terms and conditions given in this bid documents. Bids shall be rejected in case the services offered do not conform to the 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. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.</p> <p>The bidders must meet the following criteria, failing which their offers shall be rejected:</p>			
2.0	<p><u>GENERAL REQUIREMENTS AND SPECIFICATION OF EQUIPMENT:</u></p> <p>2.1 Bidder shall provide the following services as a package:</p> <ul style="list-style-type: none">i) 10 K psi Surface Production Testing Services.ii) Coiled Tubing Unit and Nitrogen Pumping Unit Services.iii) Bottom-hole PVT Sampling, BHP-BHT Measurement & Analysis Services using Slickline unit.iv) Retrievable Production Packers services. <p>2.2 All major equipment i.e., CTU, NPU, Slickline unit, Separator, Choke Manifold, Oil Transfer Pump offered against this tender shall not be more than 07 (Seven) years old to be reckoned</p>			

	<p>from the original Bid Closing Date of the Tender.</p> <p>2.3 In support of Clause No. 2.2 above, the bidder shall submit an undertaking confirming that their offered major equipment are not manufactured before 07 (Seven) years preceding the original Bid Closing Date of the Tender and that ownership of the equipment are in the name of the bidder/their MOU partner.</p> <p>2. 4 In case of brand new equipment on proposed purchase, the bidder shall submit a certificate from the manufacturer along with the Technical Bid. The certificate from manufacturer should clearly indicate the committed date of readiness of the equipment for shipment after due inspection.</p> <p>v) 2. 5 In case of leased units or proposed purchase of the Units (other than brand new), Bidders shall submit the <u>original</u> Memorandum of Understanding/Agreement of Lease/purchase of unit, concluded with the owner of the units, particularly for this tender, with documentary proof of ownership of the units. The above MOU/Agreement must be valid for the period of contract and any extension thereof.</p>			
3.0	<p><u>TECHNICAL CRITERIA:</u></p> <p>(a) The Bidder must have successfully completed Surface Production Testing Services in at least 05 (Five) wells in previous 07 (Seven) years reckoned from the original bid closing date.</p> <p style="text-align: center;">Or</p> <p>The Bidder must have successfully executed at least 01 (One) contract of Coiled Tubing Unit and Nitrogen Pumping Unit Services for a period of minimum 01 (One) year during the previous 07 (Seven) years reckoned from the original bid closing date.</p> <p><u>The services 2.1 iii, iv and 2.1 i/ii can be outsourced; however, the outsourced entity(ies) must meet 3.0 (b) below.</u></p> <p>(b) All the entities outsourced should have</p>			

	<p>experience for the respective service of outsourcing in terms of executing at least 01 (One) contract successfully during the preceding 07 (Seven) years reckoned from the original bid closing date.</p> <p>(c) The Bidder/Contractor/Service Provider must undertake to deploy competent key operating personnel with minimum 05 (Five) years of relevant experience, if contract is awarded.</p>			
4.0	<p><u>FINANCIAL CRITERIA:</u></p> <p>(a) The Bidder/Contractor/Service Provider shall have an Annual financial turnover of minimum Rs. 23 Crore during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p> <p>(b) Net worth of Bidder/Contractor/Service Provider must be positive for preceding financial/accounting year.</p>			
	<p><u>Notes to BEC Clause 1.2 above:</u></p> <p>(a) For proof of Annual Turnover & Net worth (refer clauses 4.0 (a) & (b)) any one of the following documents must be submitted along with the bid:</p> <p>i. Audited Balance Sheet along with Profit & Loss account. In case of foreign Bidder/Contractor/Service Provider, self-attested/digitally signed printed published accounts are also acceptable.</p> <p style="text-align: center;">OR</p> <p>ii. A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-II</p> <p>(b) In case the Audited Balance Sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the Bidders/Contractors/Service Providers shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder</p>			

	<p>regarding converted figures in equivalent INR or US\$.</p> <p>(c) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial /accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year has actually not been audited so far.</p>			
5.0-9.0	<p>The bidder - Single Bidder/Consortium of Companies/Indian Joint Venture Company shall meet the following:</p> <p>5.1 Subsidiary Company:</p> <p>In case the bidder/Leader of the Consortium is a subsidiary of a company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:</p> <p>(i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.</p> <p>(ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as Annexure-IV by the authorized officials.</p> <p>(iii) A declaration that the bidder is a 100% subsidiary company of the parent/ultimate /holding parent company.</p>			

(iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date".

5.2 Consortium of Companies:

In case the Bidder/Contractor/Service Provider is a Consortium of Companies, the Leader of the Consortium should satisfy the minimum requirements as per **Para 3.0 (a) to (c)** above. However, at least any one of the consortium members individually shall have to meet the Annual financial turnover of **Rs. 23 Crore** and the other members of Consortium should meet the financial turnover of **Rs. 11.5 Crore** each. Besides, **Net Worth of all the consortium members** should be Positive for the preceding financial/accounting year

5.2.1 Bid(s) from Consortium shall be submitted with a Memorandum of Understanding (MOU) between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work during the execution of contract of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for brief 'Scope of Work' by the Leader of the Consortium shall be submitted with the bid.

5.3 Indian Company/Indian Joint Venture Company:

In case the Bidder/Contractor/Service Provider is an Indian Company/Indian joint venture Company, then the participating Bidder/Contractor/Service Provider should meet the criteria laid down in Para 3.0 (a) to (c) and 4.0 (a) to (b) above. Also, the Indian Company/Indian Joint Venture Company who does not meet the minimum pre-qualifying criteria as per clause No. 3.0 (a) to (c), may also submit the bid on the strength of Technical Collaborator(s)/Joint Venture Partner(s). However, the Primary Bidder/Contractor/Service Provider shall have to meet the

financial criteria mentioned in Clause No. 4.0. (a) and (b), above.

(d) The Technical Collaborator(s)/Joint Venture Partner(s) at its own shall meet the experience criteria as in clause No. 3.0 (a) to (c), above and they have to undertake to offer direct supervision during the contract. However, the Bidder/Contractor/Service Provider must confirm unconditional acceptance of full responsibility of executing the contract.

(e) The experience of the Technical Collaborator(s)/Joint Venture(s) with other firm(s) will not be qualified.

(f) Indian Bidder/Contractor/Service Provider quoting based on technical collaboration/joint venture shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating the role and responsibility matrix of each member under the scope of work during the execution of contract which shall be addressed to OIL and shall remain valid and binding during the execution of work till completion of contract period.

6.0 Any party who is extending support by way of entering into technical collaboration/joint venture with another party shall not be allowed to submit an independent bid and such bids shall be rejected straightway. Further, all bids from parties with technical support from the same principal shall also be rejected.

7.0 Bids from Bidder/Contractor/Service Provider who do not meet the pre-qualifying criteria as stipulated in para 3.0 (a) to (c), above of their own can also be considered, provided they are the directly owned 100% Subsidiary Company of a Parent Company (in which the parent company has 100% stake) which meets aforesaid minimum criteria. In such cases, as the Subsidiary Company is dependent on the experience of Parent Company, the

participating Bidder (100% subsidiary Company) should submit an agreement/Corporate Guarantee as per **Annexure-V**. However, the parent/subsidiary company of the Bidder/ Contractor/Service Provider should on its own meet the experience criteria as stipulated in the Pre-Qualifying Criteria and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

- 8.0** The Leader of the consortium/Technical collaborator/Joint Venture Partner (who qualifies the Technical requirement as per the tender qualifying criteria, should provide at least the below mentioned key personnel out of the minimum total key personnel mentioned in **Annexure- VI B**, if selected for a duration of minimum 50% of the Contract period. A declaration from the Leader of the consortium/Technical collaborator/Joint Venture agreeing the same has to be submitted.

Sl. no.	Description	Nos.
1	WELL TEST IN-CHARGE (WTI)	1
2	PRODUCTION TESTING SUPERVISOR	1
3	WELL TEST OPERATOR	2

- 9.0** In case of borrowing experience from the subsidiary/sister subsidiary/parent company (who qualifies the Technical requirement as mentioned in Para 3.0 above) should provide at least the below mentioned key personnel out of the minimum total key personnel mentioned in **Annexure – VI B**, if selected for a duration of minimum 50% of the Contract period. A declaration from the Leader of the consortium/Technical collaborator/Joint Venture agreeing the same has to be submitted.

	Sl no.	Description	Nos.			
	1	WELL TEST IN-CHARGE (WTI)	1			
	2	PRODUCTION TESTING SUPERVISOR	1			
	3	WELL TEST OPERATOR	2			
10.0-11.0	10.0 DOCUMENTS/INFORMATION: The Bidder/Contractor/Service Provider must furnish the following documents as part of their bids in support of fulfilling all the above pre-qualifying criteria, failing which the bid shall be rejected. (a) Work Experience of Bidder: Pursuant to Clause No. 3.0 (a) & (b) above, a Statement to be furnished by the Bidder in a tabular form as per Annexure-I and copies of corresponding contracts/work orders and completion certificates/payment certificates thereof issued by various clients to be enclosed. (b) Technical Specifications: Brief Technical Specifications and critical parameters of the identified/offered Production Testing Package. (c) Financial Turnover of Bidder: Statement to be furnished by the Bidder/Contractor/Service Provider in a tabular form as per Annexure-II , duly signed and sealed by a Charter Accountants' firm incorporating their Membership Code/Registration No. etc. (d) Manpower: A letter with categorical confirmation that the Bidder/Contractor/Service Provider has the key personnel meeting the requisite qualification & experience as indicated herein and can deploy them for job execution in the event of an Agreement. (e) Details of current work in hand and other contractual commitments of the Bidder/Contractor/Service Provider for similar nature of well testing jobs are to be submitted in a tabular form as per Annexure – III along with copies of contracts/work orders issued by Clients. (f) Mobilization: Bidder should confirm to mobilize their resources within Ninety (90) days from issue of Mobilization Notice after issuance of					

	<p>Letter of Award (LOA) by Company.</p> <p>(g) MOU/Agreement/Corporate Guarantee: Valid document, must be furnished in respect of formation of Consortium/Joint Venture/Collaboration or Corporate Guarantee for 100% subsidiary, as may be applicable, pursuant to Para 4.0 to 7.0 above which shall be addressed to OIL indicating the Tender no. and shall remain valid and binding during the execution of work till completion of contract period.</p> <p>(h) Bidder's general structure and organization, including the branch/sub-division associated with Well Testing Services.</p> <p>(i) Details of company's Health, Safety and Environmental Policy and Programme together with HSE Management System.</p> <p>11.0 All documents submitted along with the bid must be self-certified by the Bidder/Contractor/Service Provider and should be clear & legible.</p>			
12.0	<p>12.0 COMMERCIAL EVALUATION CRITERIA:</p> <p>12.1 Bids shall be submitted under Single Stage Two Bid system i.e. Technical Bid and Price Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical Rfx Response" Tab and Price Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this Two-Bid system shall be rejected outright.</p> <p>12.4 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>12.5 Bids should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.</p> <p>12.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's</p>			

	<p>Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.</p> <p>12.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.</p> <p>12.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>12.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.</p> <p>12.8 Any physical documents wherever called for, 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.</p> <p>12.9 Any Bid containing false statement will be rejected.</p> <p>12.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.</p> <p>12.11 Bidders shall quote directly and not through their Agent/Representative /Retainer/Associate in India. Bids submitted by Indian Agent/Representative /Retainer/Associate on behalf of their foreign principals will not be</p>			
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considered and will be rejected straightway.
One Indian Agent/
Representative/Retainer/Associate cannot
represent more than one foreign principal.

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

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

12.13 The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [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 [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. **All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.**

However, the following documents (in original) should necessarily be submitted in physical form, in a sealed envelope

- ✓ **The original bid security.**
- ✓ **The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.**

A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of

	<p>Attorney”. However, photocopy of such notarized true copy shall not be accepted. Bidder should ensure to submit original documents in accordance with the bidding documents.</p> <p>The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.</p>			
13.0	<p>13.0 PRICE EVALUATION CRITERIA:</p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered and finalized for 01 (One) year. The evaluation as per the Price Evaluation Criteria are as under:</p> <p>13.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.</p> <p>13.2 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening [or latest available] shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 03 (Three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.</p> <p>13.3 The bidders must quote their charges/rates in the manner as called for vide “Schedule of Rates” under Section - IV and the summarized price schedule format vide enclosed Proforma – B.</p> <p>13.4 The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of</p>			

	<p>days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>13.5 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the <u>Price Bid Format</u> as per 'Proforma-B'.</p>			
14.0-15.0	<p>14.0 GENERAL:</p> <p>14.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception. if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.</p> <p>14.2 To ascertain the substantial responsiveness of the Bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.</p> <p>14.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p> <p>15.0 CUSTOMS DUTY: In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33(CONDITION NO. 48) of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST@5%) subject to conditions specified therein (Condition No.48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.</p> <p>15.1 Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of</p>			

	GST Notification No.03/2017.			
16.0	<p><u>PURCHASE PREFERENCE CLAUSE:</u></p> <p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.</p> <p>16.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>16.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>16.3 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.</p> <p><u>16.4 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</u></p> <p>Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur</p>			

	<p>should also be enclosed.</p> <p>16.5 <u>Purchase preference Policy (linked with Local Content) (PP-LC)</u></p> <p>16.5.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender (Annexure- XII enclosed).</p> <p>16.5.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.</p>			
17.0	<p><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u></p> <p>The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last 03 (Three) completed accounting years upto**(as the case may be)** are correct.

YEAR	TURN OVER In INR (Rs.) Crores/ US \$ Million)	NET WORTH In INR (Rs.) Crores/ US \$ Million)

*Rate of Conversion (if used any): USD 1.00 = INR.....

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "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) "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.
- (h) "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.
- (i) "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

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

2.1 **EFFECTIVE DATE OF CONTRACT:** The Contract shall become effective from the Date Company notifies the Contractor in writing (through Letter of Award) that it has been

awarded the Contract. This date of issue of LOA shall be treated as the Effective Date of the Contract.

2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. should be completed by Contractor within days from issue of Mobilization Notice after issuance of Letter of Award (LOA). Mobilization shall be deemed to be completed when Contractor's all equipment and manpower are placed at the nominated site and in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 **DATE OF COMMENCEMENT OF OPERATION:** Date, on which the mobilization (manpower along with equipment & accessories) to the nominated site is completed and ready to undertake operation by Contractor in all respects, shall be treated as Date of Commencement of operation.

2.4 **DURATION OF CONTRACT:** The duration of the contract shall be for a period of **01 (One) Year** from the commencement of operation with the provision for extension by another six months. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

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 Contractors shall be deemed to have satisfied themselves before submitting their bids as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided, cover all its obligations under the contract.

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

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 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 within 10 (Ten) days for personnel of Indian origin and 21 (Twenty One) days for foreign residents, 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 this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan, enroute boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard. Successful Contractor shall have to arrange lodging, boarding and local transport during entire period of the project. The Contractor shall establish an office at Duliajan, Assam and maintain for entire period of the contract.

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 the highest degree of quality, efficiency and current state of the art technology/Contractor field practices and in conformity with all specifications and standards set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.

6.2 Should Company discover at any time during the tenure of the Contract or till such time the Contractor's Equipment are in the base camp designated by OIL after issuance of demobilization notice/expiry of 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 provided by the Company except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

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

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

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

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

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

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

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

8.0 TAXES:

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this 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 the 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 this contract for submitting the same to the Tax authorities, on specific request from them. 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, if 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.

9.0 GOODS AND SERVICES TAX

9.1 GENERAL REMARKS ON TAXES & DUTIES:

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

9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

9.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the

import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

9.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

9.5 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

9.6 **Where the OIL is entitled to avail the input tax credit of GST:**

9.6.1 OIL will reimburse the **GST** to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

9.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

9.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**

9.7.1 OIL will reimburse **GST** to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

9.7.2 The bids will be evaluated based on total price including GST.

9.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

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

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

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

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

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

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

9.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.

9.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

9.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

9.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

9.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

9.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

9.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

9.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

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

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

9.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not

payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

9.26 **Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

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

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

9.27 **Anti-profiteering clause**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

9.27.1 In case the GST rating of Contractor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct/ recover such GST along with all penalties/interest, if any, incurred by OIL.

10.0 **INSURANCE:**

10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to 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.

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

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

10.5 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.

10.6 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.

10.7 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.

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

11.0 **CHANGES:**

11.1 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.

11.2 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 14 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.

12.0 **FORCE MAJEURE:**

12.1 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.

12.2 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 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

12.3 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 [if applicable]. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond 30 (Thirty) 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 15 (Fifteen) days force majeure period unless otherwise agreed to.

13.0 TERMINATION:

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

13.2 **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.

13.3 **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.

13.4 **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.

13.5 **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.

13.6 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.

13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination including the De-mob cost, if any.

13.8 **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.

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

13.10 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.

14.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

14.1 **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	Number of Arbitrator	Appointing Authority
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counter claim, if any)		
UptoRs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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

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

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

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

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

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
UptoRs. 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.

14.2 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 **14.1 & 14.2** will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

15.0 NOTICES:

15.1 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**

CGM (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Fax No. 91-374-2803549
Email: contracts@oilindia.in

b) **For technical matters**

CGM [PSS]
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Fax No. 91-374-2800498
Email: prodoil@oilindia.in

c) **Contractor**

Fax No. :

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

16.0 SUBCONTRACTING/ASSIGNMENT:

16.1 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.

16.2 If against an order placed by OIL, successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-Contractor who is a Micro or Small Enterprise registered with District Industry Centensor Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/engineer in charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill

17.0 MISCELLANEOUS PROVISIONS:

17.1 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.

17.2 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.

17.3 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.

17.4 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.

18.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

18.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % of the Total contract value per week or part thereof of delay subject to maximum of 7.5% of the Total contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Operation as defined in Clause No. 2.0 of Section - I.

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

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

19.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of the Annualised Contract Value) with validity of 90 (Ninety) days beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

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

21.0 **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.

22.0 LIABILITY:

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

22.7 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.

22.8 The Company hereby further agrees to waive its right of recourse and 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 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.

23.0 LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or Criminal Acts,

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

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 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.

24.0 INDEMNITY AGREEMENT:

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

24.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or

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

25.0 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.

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

27.0 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.

28.0 APPLICABLE LAW:

28.1 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 Dibrugarh/Guwahati.

28.2 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) GST Act
- l) Customs & Excise Act & Rules

29.0 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 service item 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 services 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 information, or give out to any third person information in connection therewith.

30.0 SUBSEQUENTLY ENACTED LAWS:

30.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased/decreased cost of the works under the Contract through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company/Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the courts wherever levy of such taxes/duties are disputed by Company/Contractor.

30.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the Contractor. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to Company's account.

30.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, Company will have no liability to reimburse/pay to the Contractor the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, Company will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

30.4 Notwithstanding the provision contained in clause 30.1 to 30.2 above, the Company shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by Contractor, his sub-contractor/sub-sub-contractors and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.

- iii. Other taxes & duties including Customs Duty, Excise Duty and GST in addition to new taxes etc. in respect of sub-contractors, Contractors, agents etc. of the Contractor.

30.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company:

- iv. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST amount.
- v. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

31.0 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.

32.0 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.

33.0 CONSEQUENTIAL DAMAGE: Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

34.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

34.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site at Duliajan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

34.1.1 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.

34.2 **MANNER OF PAYMENT:** All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Bidder's account.

34.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.

34.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

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

34.6 Contractor will submit 03 (Three) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

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

34.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 34.3 above.

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

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

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

consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

- e) Any other documents as required by applicable Indian Laws.

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

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

END OF SECTION – I

PART-3

SECTION – II

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS

DESCRIPTION OF SERVICES:

Hiring of Surface Production Testing Services, Well Activation/Stimulation/Killing Services (using Coiled Tubing Unit & Nitrogen Pumping Unit), Bottom-hole PVT Sampling, BHP-BHT Measurement & Analysis Services using Slickline unit and Retrievable Production Packers services" for testing of two exploratory wells in Mizoram, India (NELP-VI Block: MZ-ONN-2004/1) for a period of one year with a provision for further extension by six months or part thereof.

(A) PREAMBLE:

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

1.0 INTRODUCTION:

Oil India Limited (OIL), a premier Public Sector Undertaking, Govt. of India engaged in exploration, production & transportation of hydrocarbons invites online International Competitive Bids (IBC) from interested, eligible and reputed E&P Service Providers/Contractors/Vendors meeting the qualification criteria (BEC/BRC), under single stage two bid system through its e-procurement portal to hire "Surface Production Testing Services, Well Activation/Stimulation/Killing Services (Using Coiled Tubing Unit & Nitrogen Pumping Unit) and Slickline Service (For Bottom-hole PVT Sampling And Bottom-hole Pressure & Temperature Survey) and Retrievable Production Packers services" for its Drilling Campaign of vertical on-shore exploratory wells in NELP-VI Block (MZ-ONN-2004/1) in the state of Mizoram in India for a period of one year with a provision for further extension by six months or part thereof.

2.0 PROJECT INFORMATION:

- 2.1 As per committed Minimum Work Programme (MWP) for the NELP-VI Block (MZ-ONN-2004/1) Oil India Ltd. (OIL), being the Operator has to drill exploratory wells within stipulated time frame. So far two wells have already been drilled in the block. However, for completion of remaining wells, Company has planned to deploy one 2000 HP (minimum) capacity Land Drilling Rig Package on chartered hire basis initially for a period of two years with provision for further extension by one more year or part thereof at same

terms & conditions; but at the negotiated rate limited to original rates at the option of Company.

- 2.2 Mizoram has the most variegated hilly terrain in the eastern part of India with 21 hill ranges of different altitudes (maximum altitude of around 1800 m and in general 900 m to 1200 m) with succession of long valleys running mostly from North to South covering the entire state. The hills are very steep and rugged with intervening deep gorges. Two major roads namely NH-54 and State Highway funded by World Bank run almost parallel to each other in North-Southern direction through the centre of the state as well as OIL's NELP block. Both the roads emanate from Aizawl and converge at Lunglei, the second largest town in Mizoram after Aizawl. These two highways will serve as the major feeders for any drilling locations within the NELP block. The roads are in hilly terrain full of sharp curves with steep gradient. The other connecting roads are narrow having sharp horizontal curves with steep gradient in many places.
- 2.3 Like all other states in Northeast India, Mizoram also experiences heavy rain during Monsoon which sets early i.e. from May onward. The average annual rainfall is 250 cm. Pre Monsoon showers are also frequent. During the period of monsoon there is frequent heavy rains resulting landslides with temporarily disruption of the road communication system. The summer is hot and humid and maximum temperature ranges from 30 to 34 degree centigrade during April to June. The winter is from November to January when the temperature is 12 to 25 degree centigrade.

3.0 GEOLOGY OF THE AREA:

- 3.1 Assam - Arakan region, Mizoram, Manipur and Tripura have drawn the attention of exploration geologists ever since the discovery of Digboi and Makum oil fields of Upper Assam around 1890. The Badarpur oil field in Cachar district of Assam, presently abandoned, was discovered in 1901. This discovery followed a spate of other discoveries in Assam since Sixties of the last Century. Gas occurrence in Tripura is very relevant to the exploration of the region. Commercial gas in this state was discovered during the late seventies of previous century within the Surma sequence of Miocene age. Several other gas fields have also been found since then.
- 3.2 Cachar-Tripura-Mizoram fold belt constitutes a distinct part of Assam-Arakan tectonic system. Myanmar's Shan Plateau and the Ophiolite complex extend to the east of it. The Bangladesh flood plains are to the west. The Naga Schuppen belt of Assam forms the northern extreme and Chittagong hill track (Bangladesh) lies to the south of it.
- 3.3 The area of operation is a part of Tripura-Cachar-Mizoram fold belt of Assam Arakan Basin. The Mizoram fold belt is composed of tight linear folds with their axes almost in north-south direction. The intensity of folding increases from west to east where the rocks of Indian plate subducted below the Burmese plate. The anticlines are long, narrow and tight, whereas the synclines are broad and gentle. As per the geological section of the area of

operation, the area has Tipam formation exposed in the central part and Bokabil formation is exposed in the eastern and western part. The Bhuban formation is divided in three formations as Lower, Middle and Upper Bhuban formations. Lower Bhuban formation is mainly alternations of sandstones and shale. The Middle Bhuban consists of mainly shale with subordinate sandstones. The Upper Bhuban consists of alternations of sandstones and shales.

Generalized Stratigraphy/Lithology:

Approx. age	Group	Sub-Group	Formation
Holocene			Dihing
Pleistocene			Dupitila
Pliocene		Tipam	Girujan Tipam Sandstone
Miocene	Surma	Bhuban	Bokabil
			Upper Bhuban
			Middle Bhuban
			Lower Bhuban
Oligocene	Barail		Renji
			Jenam
			Laisong
Cret-Eocene	Disang		
	Basement		Oceanic crust/Metamorphics

4.0 LOCATION OF THE AREA:

The block: MZ-ONN-2004/1 is situated in the Mizoram state in India and covers an area of 3213 sq. km. Aizawl is the Capital town of Mizoram and is connected to the other places by motorable roads and highways. The nearest railhead is at Bhairabi close to the border with Cachar district of Assam. Aizawl is linked by air to the rest of India, the nearest international airport being located at Kolkata in West Bengal. The proposed area lies in between the following broad coordinates:

Coordinates of Block MZ-ONN-2004/1

Points	Latitude (N)			Longitude (E)		
	Deg.	Min.	Sec.	Deg.	Min.	Sec.
A	23	40	00	92	32	54.85
B	23	00	00	92	35	58
C	23	00	00	93	00	00
D	23	40	00	93	00	00
A	23	40	00	92	32	54.85

5.0 **Drilling Program:**

The program includes drilling and testing of vertical wells. All wells are designated as exploratory with maximum TVD of 5000+ m.

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

Casing (Buttress Threaded & Coupled)			Hole Size (inches)	Approximate Shoe Depth (meters)		
Size (Inch)	Grade	Wt (ppf)		Loc-2	Loc-8	Loc-4/5
20	J-55	94	26	250	250	250
13 ³ / ₈	N-80	68	17 ¹ / ₂	1200	1800	1200
9 ⁵ / ₈	N-80/ P-110	47	12 ¹ / ₄	3200	3500	3200
5 ¹ / ₂	N-80/ P-110	20	8 ¹ / ₂	4000	5000+	4000

Note: ***Contingency plan – In case of any unforeseen circumstances with problem in completing the well with 5½” oil string casing then the well will be completed by running 7” (29 ppf x N-80/P-110 x BTC) liner in 8½” hole & 5” (15 ppf x P-110 x FL4S) liner in 6” hole.***

5.2 **Mud System:**

For Mizoram drilling wells, water based bentonite suspension mud has been designed. It will be treated with rheology controller, fluid loss controller, viscosifiers, lubricating chemicals, thinners etc. The mud viscosity would be in the ranges 55 sec to 60 sec (for conductor stage), 55 sec to 65 sec (for Isolation stages) & 65 sec to 75 sec (for oil-string stage). Similarly, the mud would have API fluid loss value 15-10 cc (for conductor stage), 10-6 cc (for isolation stages) & 6-4 cc (for oil-string stage). The wells have to be spudded with 66-68 pcf mud & the mud weight may be increased upto 110-115 pcf in the final stage of drilling. It may be changed based on actual drilling evidences. Potassium sulphate-Glycol –Polymer mud system will be used during drilling of third and last section.

5.3 **Anticipated Pressure Profile:** The anticipated pressure profile for Mizoram drilling is nearly hydrostatic upto 2500 m. However, at depth, more than 2500 m downwards, high pressure may be expected. Maximum pressure at a depth at around 4500 to 5000 m is expected to be in the range of 6000–9500 psi.

5.4 **Anticipated Temperature Profile:** The maximum bottom hole temperature at 4000 m+ is expected to be around 100 Deg. Centigrade.

5.5 **PRESENCE OF CO₂ & H₂S:** Presence of CO₂ in minor amounts is expected in the wells. Slight H₂S was also detected during first phase of drilling operations. Therefore, encountering H₂S cannot be ruled out completely.

Note:

- All the wells will be tested and completed with 10000 psi rated well head fittings. All the wells will be completed with 5-1/2" or 7" or 9-5/8" Production Casing.
- In case of positive result, well testing will be done with 2.7/8" OD P110 ABTC4S or premium tubing.

(A) SCOPE OF WORK:

A land drilling rig of 2000 HP is planned to be used to drill the aforesaid exploratory wells in this onshore NELP Block. The drilling operations are expected to be commenced around November, 2018. It has been planned to drill & test initially 02 (Two) exploratory wells which is expected to be completed in about 12 (Twelve) months period. The contract may further be extended by additional 06 (Six) months on same rates, terms and conditions for testing 01 (One) more well. The wells are planned to be vertical. To carry out the testing program, it is intended to hire the "Surface Production Testing Services, Well Activation /Stimulation/Killing Services (Using Coiled Tubing Unit & Nitrogen Pumping Unit) and Slickline Service (For Bottom-hole PVT Sampling and Bottom-hole Pressure & Temperature Survey, Gradient Survey) and Retrievable Production Packers services" from competent and experienced service Providers.

Under this contract, Company will be responsible for:

- i. Definition of well test objectives and design specifications.
 - ii. QA/QC, technical review and approval of the contractors outline test program.
 - iii. Preparation of the well test program outline.
 - iv. Ensuring that necessary well information has been provided.
- And, the Contractor will be responsible for-
- i. Preparation of the Well Test Planning, including detailed test program, Detailed well Test Report(s).
 - ii. Scheduling, co-ordination and mobilization/demobilization of equipment and personnel.
 - iii. Overall management of worksite Well Testing Services operation.
 - iv. Liaising with OIL.
 - v. Well activation using CTU/NPU
 - vi. Execution of the well testing operations as per Well Test Program.
 - vii. Well killing operation using CTU if required.
 - viii. Preparation of the operational test report for all services supplied, including all performance measures. This report may include Pressure Transient Analysis, if required by Company.
 - ix. Post job review to identify improvement opportunities.
 - x. In case of any equipment failure, preparing a detailed Incident Report after proper investigation of the reason for failure.

6.0 PRODUCTION TESTING SERVICES:

The production testing service shall consist of following:

- (a) Service of 10K psi surface equipment like choke manifold, oil and gas separator with oil and gas flow meter, pumps, automatic remote controlled surface safety valves, adequate surface flow lines, temperature/pressure and flow measurement, Data acquisition facilities, ESD systems, spares and any other materials required to perform production testing services.
- (b) Production Testing supervisor for (i) Pre Job planning and post job management (ii) Hydraulic testing (iii) Flow initialization and testing (iv) Operation and maintenance of surface equipment (v) Relief valve calibration (vi) Sample collection and analysis (vii) Trouble shooting and (viii) System Inspection (ix) Test data interpretation & BHP/BHT survey analysis report and (x) Any other service required to ensure standard international practices for Production Testing operation.
- (c) Objective of the Production test are broadly:
 - i) Well deliverability-drawdown, skin, permeability etc.
 - ii) Representative reservoir fluid collection and fluid sample analysis & report.
 - iii) Reservoir pressure, temperature and flow rate data acquisition.
 - iv) Bottom-hole Pressure & Temperature Survey analysis report.
 - v) Final well test report preparation.
 - vi) Surface facility of Surface production testing package may be utilized during well killing operation.

B. Well Activation Services (using Coiled Tubing Unit & Nitrogen Pumping Unit):

After perforation, if the well does not displace of its own, Well Activation {Using Coiled Tubing Unit (CTU) & Nitrogen Pumping Unit (NPU)} service will be required to activate the well. The NPU & CTU service shall consist of the following:

- (a) CTU & NPU, all surface pipe fittings, and any other equipment/tools, materials required to provide well activation services including pressure control devices/tools/equipment are to be operated and maintained by the service provider.
- (b) Supervisor and Operator for (i) job planning (ii) Rig up/down, operation & maintenance of the unit etc. (iii) Job evaluation (iv) Preparation of post job report and (v) any other service required to ensure an efficient operation.
- (c) Bidder/Service provider to keep adequate spares redress/ repair kit for critical items to immediately address any foreseeable maintenance issues to reduce Non – Productive Time.

C. Bottom-hole PVT Sampling, BHP-BHT Measurement & Analysis Services using Slickline unit.

- (a) Slickline winch and Service of slick line tools (lead impression block of various sizes suitable for use in 2 7/8" 6.4 ppf P-110 premium tubing., wire grab, fish recovery, tagging of down-hole equipment/tools, Double drum slick line unit, stuffing box, slick line BOP, Cross over, hey pulley, tool strings, spares and any other equipment) required to perform Slick line operation.
- (b) Suitable Single Phase Bottom-hole PVT Sampler (Minimum 600cc capacity) (Min-10K psi, 250°F, Cap- 600 CC). The tool shall be suitable for run-in through 2 7/8" OD premium tubing. The Contractor shall provide slickline winch suitable for running the tool in hole including all surface pressure control devices/tools/equipment.
- (c) Suitable sample bottles with transfer kit for bottom-hole and surface sampling. The bottom hole/surface PVT sample collected is to be transferred to Sample bottle in a suitable transfer kit at well site and transfer it to OIL's Chemical Laboratory at Duliajan for analysis.
- (d) Suitable Slickline conveyed BHP/BHT measurement tools (Mechanical and Electronic memory gauges) for bottom hole pressure & temperature survey. Preparation of BHP/BHT survey report.

D. Retrievable Production Packers services.

- (a) Retrievable production Packers with requisite set of redress kits & accessories. The required sizes of retrievable production packers are 5.1/2 inch, 7 inch and 9.5/8 inch.
- (b) Setting and retrieving Operation of retrievable production Packers.
- (c) Packer connection should be VAM Top suitable for with 2 7/8" 6.4 ppf P-110 premium production tubing.
- (d) Suitable crossover compatible with 2.7/8" O.D EUE N-80 tubing

Note: The roads leading to the drilling locations in Mizoram are in hilly terrain with sharp turnings and steep gradients where the maximum single load with carrier/trailer should not exceed 35 MT for transportation.

7.0 GENERAL NOTES

- (i) Details of Tools/Equipment and their operational requirement are given in **Annexure-VI A**.
- (ii) The Scope of Work under operation and maintenance of the equipment includes all that are required for safe, trouble-free and uninterrupted operation as per sound industry practices. The Contractor shall undertake operation and maintenance (O&M) of the equipment forthwith after supply and shall be responsible for arranging all resources including competent manpower as per requirements, its bye-laws & other legislations in force; employee insurance & benefits and all resources/facilities for continuous twenty four hour operations on shift

basis; public liability insurance, routine & scheduled maintenance including running repairs and provisioning of relevant spares and consumables in relation thereto.

- (iii) The Contractor shall maintain and preserve all records and documents relating to the performance of the Work mentioned in SOP and anything else that may reasonably be required to preserve for a period of two years from completion of this Contract.

8.0 SPECIAL NOTES

- (i) Supply of Tool/Equipment/Manpower/Consumables required for ensuring trouble free efficient operation for the assigned services is the sole responsibility of the Contractor.
- (ii) The Contractor shall make themselves available for a joint discussion to formulate pre job planning after the award of Contract and prior to mobilization without any extra charge to OIL.

9.0 REFERENCE STANDARDS:

The total design and service shall be governed by the following reference standards wherever applicable:-

API Spec 5CT	Specifications for tubular and threads
API Spec 6A	Specifications for valves and wellhead equipment
API Spec RP 17B	Recommended practice for flexible pipes
API RP 44	Recommended practice for sampling petroleum reservoir fluids.
API RP 520	Recommended practice for sizing, selection and installation of pressure relieving devices.
API RP 521	Recommended practice for pressure relieving and depressuring systems
ASME-Section-VIII Divn. I and II	Rules for construction of pressure vessels
ANSI/ASME B 31.3	Chemical plant and petroleum refinery piping.
API RP 54	Recommended practice for Safety and health for oil & gas well drilling and servicing operation.
IRP-4	Industry Recommended Practices for Well Testing and Fluid Handling

Note: OMR 2017 & OISD guidelines to be followed.

10.0 PERSONNEL:

- (i) The Contractor shall provide competent personnel with requisite experiences & qualifications as per the **Annexure-VI B**. OIL reserves the right to decide for engagement of these personnel on the basis of verification of relevant documents prior to engagement.
- (ii) The Contractor shall furnish alongwith their bid the detailed bio-data and supporting documents regarding academic qualification and experience of all the crew members to be deployed under the Contract as per **Annexure-VI B**.
- (iii) Personnel deployed should be conversant with relevant safety practices.
- (iv) Personnel should have good working knowledge in English.
- (v) If the Contractor is unable to provide the personnel initially identified in their offer and seek for deployment of alternate personnel having requisite qualification and experience set forth in the Contract, the Contractor may do so by taking prior approval from OIL.
- (vi) The Well test In-charge shall head the team of Contractor's crew and shall carry out all the jobs in consultation with Company's representative. He shall report to the office of the Company's representative regularly and also as and when called for receiving instruction/resolving any issue on contractual obligation. He must be available at call.
- (vii) The Contractor may replace their personnel during their due off/ leave provided equivalent category of personnel is deployed and subject to approval from Company on their credentials.
- (viii) The Contractor shall ensure that all the personnel shall have a full medical examination in accordance with accepted medical standard prior to engagement.
- (ix) Company reserves the right to disqualify a person in case of indiscipline, unfit due to medical reason, incompetence etc. to Work under the Contract.
- (x) Contractor may deploy additional personnel, if required, by taking prior approval from the Company. Such additional personnel shall be provided by the Contractor at their own cost.
- (xi) Contractor shall ensure compliance of Oil Mines Regulations, 2017 and OISD guidelines & recommended practice.

11.0 VINTAGE OF TOOLS/EQUIPMENT:

All major equipment offered against Surface Production Testing Package i.e. Flow-head, Separator, Choke Manifold, Oil Transfer Pump and Surge Tank shall not be more than seven (7) years old as on bid closing date from date of its manufacturing.

The offered Coiled Tubing Unit and the Nitrogen Pumping Unit shall not be more than seven (7) years old as on bid closing date from date of its manufacturing respectively.

The offered slickline winch shall not be more than seven (7) years old as on bid closing date from date of its manufacturing. However, the bottom-hole single phase PVT sampler shall not be more than three (3) years old as on bid closing date from date of its manufacturing.

The offered PVT sample transfers kit shall not be more than 3 years old as on bid closing date from date of its manufacturing.

All the data gathering, acquisition tools/equipment namely the pressure and temperature gauges, flow-meters etc. must comply with required specifications, And processing & interpretation software should be the latest updated one but not more than three (3) years of vintage and should be in perfect working condition.

Note: The bidder should submit quality assurance prior to mobilization for all the aforementioned equipment (including calibration and other quality reports, if any) and 3rd party inspection report verifying function test within the preceding year and the certificate should be valid for the contract period.

All credentials/documents in support of above items to be submitted before mobilizing the equipment, and also at the time of on-hire survey. Bidder shall warrant its satisfactory performance.

All the offered tools & equipment must be in perfect working condition. **Bidder shall submit a categorical undertaking with regards to its satisfactory performance. This undertaking must be a part of the techno-commercial bid.**

12.0 SAFETY, HEALTH AND ENVIRONMENT:

- 12.1 The Bidder/Service Provider must have established health, safety, security and environment management system and shall have to comply with the applicable and prevailing provisions of Mines Act, 1952, OISD (Oil Industry Safety Directorate) guidelines and MoEF (Ministry of Environment and Forest) directives of India throughout the period of contract, if awarded.
- 12.2 The Bidder/Service Provider must ensure 100% efficient combustion of inflammable well fluids (crude oil/gas) comprising of formation water if any through Oil & Gas flaring stack.
- 12.3 The Bidder/Service Provider must ensure safety of personnel, equipment and safe operation incase Toxic gas is encountered.

13.0 CONTRACTOR'S BASE:

Contractor shall maintain adequate space and utilities at their base for storage of their Equipment, Tools etc. and workshop needs. All costs associated with establishing and running such facility will be to the Contractor's account.

14.0 TOOLS/EQUIPMENT/SPARES/CONSUMABLES:

The Contractor shall provide tools/equipment for the complete services. The Contractor shall keep sufficient back up tools and equipment, spares, elastomers, redress kits, etc. in order to ensure uninterrupted services. An indicative list of tools and equipment are given below. Any additional tools/equipment required to fulfill the scope of work but not covered in the list are also to be supplied by Contractor at no extra charge. Contractor shall keep sufficient back-up of tool/equipment at site to avoid any eventuality. All required consumables for running the contractor's tools /equipment/units etc. shall be the responsibility of the Contractor.

A.	SURFACE PRODUCTION TESTING		
SL No	ITEMS	UNIT	QTY
1	SURFACE SAFETY VALVE (SSV)	Each	1
2	INDIRECT HEATER	Each	1
3	HIGH PRESSURE PIPING	Set	1
4	MEDIUM PRESSURE PIPING	Set	1
5	LOW PRESSURE PIPING (VENT AND RELIEF LINES)	Set	1
6	3" FLEXIBLE FLOW LINE (COFLEXIP HOSE – 45FT)	Set	1
7	DATA HEADER	Each	1
8	SAND DETECTOR SYSTEM	Each	1
9	CHOKE MANIFOLD	Each	1
10	SURFACE PRESSURE & TEMPERATURE RECORDER	Each	2
11	SEPARATOR (1440 PSI)	Each	1
12	SURGE TANK	Each	1
13	GAUGE TANK	Each	2
14	OIL TRANSFER PUMPS-5000bpd	Each	1
15	CRUDE OIL/CONDENSATE/GAS BURNER FOR FLARING	Each	1
16	AIR COMPRESSORS	Each	2
17	OIL DIVERTER MANIFOLDS	Each	1
18	GAS DIVERTER MANIFOLDS	Each	1
19	CHEMICAL INJECTION PUMPS	Each	2
20	PRODUCTION SHUT DOWN (PSD) SYSTEM	Each	1
21	TEST LABORATORY CABIN AND TESTING EQPT.	Set	1
22	SURFACE DATA ACQUISITION SYSTEM WITH ACCESSORIES	Set	1
	SAMPLE BOTTLES / SAMPLER		

23	a. Conventional Gas Sampler, 1500psi, 600cc, IATA conforming, with transfer kit	Each	8
	b. Oil sample cans, 5 litre, IATA conforming	Each	6
	c. Oil sample cans, 1 ltrs, IATA conforming	Each	6
	d. Water Sample bottles, 1 litre, plastic or glass	Each	6
24	SAFETY EQUIPMENTS	Set	1
25	TOOLS, CROSS- OVERS & SPARES	Set	1
26	FITTINGS AND NEEDLE VALVES	Set	1
27	1 x 3" x 10000 psi Flow Head	Each	1
28	DEAD WEIGHT TESTER	Each	1
29	ANY OTHER EQUIPMENT / TOOLS FOR SURFACE TESTING SERVICE, BUT NOT MENTIONED ABOVE		

Note: The bidder has to provide sufficient back up of SPT equipment spares/ consumables ('O' rings, elastomers/ rubber seals, redressing kits etc.) in order to ensure uninterrupted services.

B. WELL ACTIVATION/STIMULATION/KILLING SERVICE			
SL No	ITEMS	UNIT	QTY
1.	COILED TUBING UNIT (CTU) & NITROGEN PUMPING UNIT (NPU) WITH ALL ACCESSORIES. (N2 CONVERSION FROM LIQUID TO GAS WILL BE AT CONTRACTOR'S ACCOUNT BUT ACTUAL LIQUID NITROGEN WILL BE CHARGED TO COMPANY FOR EVERY GALLON CONSUMED AS PER THE RATE QUOTED BY CONTRACTOR.)	Each	01
2.	SURFACE PIPE FITTINGS	Set	01
3.	ANY OTHER EQUIPMENT ASSOCIATED WITH COILED TUBING UNIT AND NITROGEN PUMPING SERVICE FOR SUCCESSFUL WELL ACTIVATION/KILLING /	As Required	

	STIMULATION BUT NOT MENTIONED ABOVE SHALL BE UNDER THE CONTRACTORS SCOPE.	
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C.	RETRIEVABLE PACKERS		
Sl. no	ITEMS	UNITS	QTY
1	5-1/2" RETRIEVABLE PACKER	Each	3
	7" RETRIEVABLE PACKER	Each	1
	9 5/8" RETRIEVABLE PACKER	Each	1
2	SUITABLE CROSSOVERS AND ANY OTHER EQUIPMENT/TOOLS ASSOCIATED WITH PACKERS FOR SUCCESSFUL RUNNING IN HOLE, SETTING/UNSETTING AND PULLING OUT OF HOLE	SET	1

D.	SLICKLINE SERVICE (FOR BOTTOM-HOLE SINGLE PHASE PVT SAMPLING & BHP-BHT MEASUREMENT & ANALYSIS SERVICES)		
SL NO	ITEM	UNIT	QTY
1	DUAL DRUM SLICKLINE WINCH UNIT	Each	1
2	PSI SLICKLINE LUBRICATOR	Each	1
3	PSI STUFFING BOX	Each	1
4	10K PSI RATED SLICKLINE BLOWOUT PREVENTOR	Each	1
5	BASIC TOOL STRING	Set	1
6	SLICKLINE CONVEYED SINGLE PHASE BOTTOM HOLE PVT SAMPLER	Each	3
7	SLICKLINE CONVEYED BOTTOM HOLE PRESSURE & TEMPERATURE MEASUREMENT TOOL (ELECTRONIC MEMORY GUAGES)	Each	2
8	SAMPLE BOTTLES WITH TRANSFER KIT: a) SINGLE PHASE HIGH PRESSURE, CONVENTIONAL OIL, 10K PSI, 600 CC, IATA CONFORMING, QTY- 8 NOS. b) HIGH PRESSURE, CONVENTIONAL OIL, 5K PSI, 600 CC, IATA CONFORMING, QTY- 8 NOS. c) CONVENTIONAL GAS SAMPLER, 1500 PSI, 600 CC & 20 LITRES, IATA CONFORMING, QTY- 8 NOS. EACH. d) ALL BOTTLES ABOVE TO BE SUPPLIED WITH VALVES AND CARRY CASES	Each	8
	ANY OTHER EQUIPMENT/TOOLS ASSOCIATED WITH		

9	SUCCESSFUL BOTTOM HOLE PRESSURE & TEMPERATURE SURVEY AND PVT SAMPLE COLLECTION BUT NOT MENTIONED ABOVE.	As Required
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Note: The above list of tools/equipment/spares/consumables is indicative and shall be used for evaluation purpose. However, the Company reserves the right to modify the quantities or remove some of tools/equipment/spares/consumables at the time of Award of Contract.

15.0 MOBILIZATION SCHEDULE: The bidder must be in a position to mobilize the services as under:

Particulars	Mobilization Time
Mobilization of Contractor's manpower, tools & equipment, accessories, consumables etc.	Within 90 days of Mobilization notice issued by the Company
Interim Re-mobilization of Contractor's manpower tools & equipment, accessories, consumables etc	Within 10 days of Interim Remobilization notice issued by the Company

A. SPECIFICATION OF SOME OF THE MAJOR TOOLS AND EQUIPMENTS:

1.0 SURFACE PRODUCTION TESTING SERVICES

All data headers and pressure bleed off points upstream of and including the choke manifold shall each be equipped with double block and bleed needle valves with 10,000 psi minimum pressure rating. The details of the required Surface Production Testing (SPT) Equipment and accessories suitable for 10000 psi working pressure are as under:

1.1 10000 PSI SURFACE FLOW HEAD

- Surface flow head should have heavy duty swivel and hydraulic actuator. The item should have the following specifications.
- Solid block integral unitized body
- Shall be equipped with swab, master, kill and flow valves. A swivel positioned above the master valve shall also be incorporated to allow rotation of the string where required for packet setting or safety joint release.
- Minimum bore 3-1/16"
- Working pressure 10,000 psi.
- Test pressure 15,000 psi.
- Temperature range 32 Deg.F to 300 Deg.F.
- Shall be able to be hung off in a standard drill pipe elevator and have the connections for kill and flow lines facing down
- Acid resistance up to 30% HCl with suitable acid inhibitor
- 2" 10 K FIG1502 hammer union connection on kill side
- 3" 10 K FIG1502 hammer union connection on flow side
- Shall have chemical injection points
- The flow wing valve shall be hydraulically operated and fail safe. It shall be able to close in less than 10 seconds at any operating temperature under operating well bore pressure conditions.
- Shall be complete with a control system that shall be equipped with a interface to the PSD system for emergency closure of the tree flow wing valve
- The tree shall be equipped with a frame for protection of the valve stems and actuators
- The tree should accommodate the installation of pressure and temperature sensor upstream of the flow wing valve
- Kill wing outlet shall be equipped with a non- return check valve, preferably one that can be locked in open position for initial pressure testing
- Shall have a Swab cap with Bowen or Otis quick union or crossover to same for pressure control equipment rig up
- Shall have lifting points and slings/chains for easy pick up and installation

Note: If well testing is carried out using Company provided X-mass tree, the contractor has to make arrangements to connect PTS equipment with the following connections:

- i) Cap Flange on top (crown) valve: Size 2.9/16" X 10K (BX-153) with 2.7/8" API 8RD box and external square thread.
- ii) 2.1/16" X 10K (BX-152) outlet from Side (wing) valve.
- iii) 2" NB X 5K (API LP thread) outlet from Side (wing) valve.

1.2 **SURFACE SAFETY VALVE (SSV)**

- Line size 3" to be rigged up between flow-head/X-mass tree and choke manifold
- Working Pressure 10,000 psi
- Test pressure 15000 psi
- Shall fail-safe to closed position
- Shall be complete with a control system, with an interface to the Production Shut Down System(PSD) for emergency remote closure in parallel with the surface tree production wing valve.

1.3 **INDIRECT HEATER**

- The Heat Exchanger shall be bath type Indirect Heater with Diesel fired burners.
- The pressure coil should have minimum two passes through the heater for efficient heat transfer.
- Working Pressure 10,000 psi
- Equipped with suitable emergency shutdown system.
- Flame arrestor at burner air inlet
- Minimum 2 MM BTU/Hr. capacity

1.4 **HIGH PRESSURE PIPING**

- 10k with 3" FIG1502 type or equivalent connections.
- Set to include elbows, straights, swivels and any x-overs needed for connections from flow head to heater of suitable size, length.
- Minimum Length 60 meters.

1.5 **MEDIUM PRESSURE PIPING**

- 5000 psi or better with 3" FIG602 hammer union or equivalent
- Set to include elbows, straights, swivels and any x-overs needed for connections from choke manifold to flare line heads
- Minimum Length 250 meters.

1.6 **LOW PRESSURE PIPING (VENT AND RELIEF LINES)**

- 3", 4" piping with unions
- Set to include elbows, straights, swivels and any x-overs needed
- Minimum 100 m length

1.7 **3" FLEXIBLE FLOW LINE (COFLEXIP HOSE – 45FT)**

- Should be of single length (45 feet), suitable for connecting flow head with stand pipe even in stabbed out condition.
- Swage (3" to 2").
- W.P. 10000 psi

1.8 **DATA HEADER**

- 10000 psi rated to be sited upstream of choke.
- 3" 1502 hammer union or equivalent.
- Shall have sufficient points for pressure and temperature gauges(thermo wells or strap-on thermo-transducers), electronic data acquisition sensors, sampling and injection, each equipped with double needle valves.

1.9 **SAND DETECTOR SYSTEM**

- Should be installed downstream of the chokes on the choke manifold
- Output should be a with local gauge reading as well as data acquisition system readout and alarm.

1.10 **CHOKE MANIFOLD**

- Two flow paths, one with facilities to install and change fixed chokes and one with an adjustable choke. Each flow path shall have minimum two closing valves with bleed off facilities between the upstream and downstream valve and ports for pressure measurement and bleed off on both sides.
- Working Pressure 10000 psi
- Test pressure 15000 psi
- API 6A solid block Gate valves
- 3.1/16" 10K valves
- 3" FIG1502 hammer unions or equivalent on inlet and out let
- All valves in the choke manifold shall have the same pressure rating
- One full set of choke beans up to 64/64"
- Pressure gauge with 1/2" NPT connection
- 0 – 10000 psi
- 0 - 5000 psi
- 0 – 1000 psi
- 0 – 500 psi
- 0 – 100 psi
- Hand wheels & choke bean wrench

- Steel braided rubber tube with connection ½" NPT size 10' long suitable for 10000 psi for sampling purpose.
- Shall be arranged on a frame, including lifting eyes and slings/chains

1.11 **SURFACE PRESSURE & TEMPERATURE RECORDER**

- Recorders should have mechanical as well as digital input and operation.
- Pressure & Temperature to be tapped from ½" NPT needle valve box.
- Provided with sufficient length of high pressure hose (10,000 psi WP) with 1/2" NPT connectors
- Chart drive mechanical, one revolution in 24 hrs.
- For digital recorders data should be recorded versus time.

1.12 **SEPARATOR (1440 PSI)**

- Shall be suitable for three phase separation
- Shall have, Capacity of 5000 BPD liquid and 10 MMScf/day gas at 300PSI working pressure
- 3" FIG602 hammer union or equivalent on inlet
- 2" FIG602 hammer union or equivalent on oil outlet
- 3" FIG602 hammer union or equivalent on gas outlet
- The following features shall be included:
 1. Pressure control system
 2. Oil level control system with liquid level glass
 3. Positions for both data acquisition transducers and pressure and temperature gauges on vessel, gas and oil lines.
 4. Oil, water and gas metering facilities to cover the full flow capacity range of the separator
 5. Suitable flow meters to measure liquid and gas
 6. Online water in oil monitor
 7. Sampling outlets at oil, gas and water lines
 8. Flange connection in vertical section of gas outlet line for gas sample collection
 9. Shall be equipped with manhole situated so that internal visual inspection and cleaning can be done
 10. Inlet manifold shall enable by-pass to either oil or gas discharge line. The manifold shall be equipped with sufficient valves to isolate the vessel itself.
 11. Shall be equipped with two independent pressure relief devices, protecting the vessel against overpressure/rupture. Each individual device shall be capable of discharging the maximum well production rate in case of overpressure.

1.13 **SURGE TANK**

- Shall have a capacity of minimum 45 bbls, one or two compartment.
- Shall be able to operate up to a pressure of minimum of 50 psi
- 3" FIG602 hammer union or equivalent on inlet

- 3" FIG602 hammer union or equivalent on oil outlet
 - 4" FIG602 hammer union or equivalent on gas outlet
 - Low Pressure gas meter to allow GOR calculation
 - The following features shall be included
 - Pressure control system
1. Externally mounted Liquid level glasses for visual inspection of liquid/gas interface
 2. Shall be equipped with positions for analog pressure and temperature measurement on vessel
 3. Inlet manifold shall enable by-pass of fluid to oil discharge line. The manifold shall be equipped with sufficient valves to isolate the vessel itself
 4. Shall be equipped with pressure relief device, protecting the vessel against overpressure/rupture
 5. Grounding device

1.14 **GAUGE TANK**

- Atmospheric working pressure
- Minimum 100 bbls capacity, 2 compartments
- 3" FIG602 hammer unions or equivalent on inlet and outlet
- Calibrated dip sticks
- Externally mounted sight glass and by-pass manifold.

1.15 **OIL TRANSFER PUMPS**

- Should be hooked up in the manifold of surge tank for direct suction and delivery to Burner enabling continuous operation.
- Shall be capable of emptying tank during flowing with a rate of minimum 5000 bpd
- Driven by flame proof electric motor or compressed air
- Check valves fitted to pump or pump manifold to prevent backflow through the pump.

1.16 **CRUDE OIL/CONDENSATE/GAS BURNER FOR FLARING**

- Shall be capable of complete combustion of up to 5000 bpd of oil and 10MMScf/day gas without fall-out.
- One (1) environmentally friendly burner and gas flare shall be supplied. The air and oil inlet to each head shall have an isolation valve. The burners and water screens shall allow the safe and efficient flaring of hydrocarbons. The burner design shall be such that flaring of hydrocarbons (liquid and gas) is smokeless, fallout-free and achieved at minimum noise levels.
- Minimum three head Burner
- Includes remote electrical ignition system

- Piping package for flare connection minimum 90 mtrs. each for Oil, Gas & Water.

1.17 **AIR COMPRESSORS**

- Should be able to supply sufficient quantity of air (500-600 scft at 100 psi) to burner for complete combustion of well effluents.
- Shall be equipped with automatic shutdown device in case of exposure to hydrocarbon gases
- Electrical/diesel powered, flame proof.
- Complete with 200 ft. of hose and suitable end connection to connect with air line of burner.

1.18 **OIL DIVERTER MANIFOLDS**

- To divert oil to flare or process equipment as required
- Working pressure 1440 psi.
- Should have 3" ball/plug valves.
- Should have 3" Hammer Union inlet/outlet connections.

1.19 **GAS DIVERTER MANIFOLDS**

- To divert oil to flare or process equipment as required
- Working pressure 1440 psi.
- Should have 3" ball/plug valves.
- Should have 3" Hammer Union inlet/outlet connections.

1.20 **CHEMICAL INJECTION PUMPS**

- Working pressure 10000 psi
- Capable of injecting against full shut in wellhead pressure
- Shall be equipped with a pressure relief device, if maximum pump pressure is higher than the maximum working pressure of the component it is pumping in to.
- Shall be suitable for methanol & glycol injection
- Fluid discharge capacity = 85 GPD (minimum) at 10,000 psi.
- Pump should be pneumatically driven positive displacement
- Pump to be provided with check valve.
- Provided with sufficient length of high pressure hose (10,000 psi WP) with 1/2" NPT connectors.

1.21 **PRODUCTION SHUT DOWN (PSD) SYSTEM**

- Shall be capable of shutting in the well on the flow head production wing valve and surface safety valve. Activation shall take place as automatic functions from sensors installed as mutually agreed using

API RP 14C as a guideline, or by manual activation of PSD push buttons panel located at the following minimum places:

- Driller's cabin
- Separator area
- Inside or outside Operator's office
- A box with lid, to avoid accidental activation of PSD, shall protect Push Button panel.
- Each set should have 3 nos. of high –low pilots.
- One no. high-low pilot each between
 - Flow head & Choke manifold
 - Choke Manifold & Heater
 - Heater & separator

1.22 **TEST LABORATORY CABIN AND TESTING EQUIPMENT**

The onsite Fluid Analysis Package should be able to perform the following tests:

- Tests on Oil/Condensate samples should include:
 - Density/Specific gravity
 - H₂S content
 - Bicarbonate & Carbonate concentrations
 - Free Carbon Dioxide content in produced water
 - pH
 - Density (Specific Gravity)
 - Oil trace content in Water
- Tests on Gas Samples should include a minimum of the following:
 - Measurement of the following by Draeger or Kitigawa tubes:
 - Hydrogen Sulfide (H₂S)
 - Carbon Dioxide (CO₂)
- General Purpose
 - Should be equipped with the following equipment:
 - Data acquisition system including
 - Pressure, temperature, level transducers o Cabling
 - Computer hardware and software
 - Pressure gauges, ranges to include at minimum 0-10000 psi, , 0-5000 psi, 0-2000 psi, 0-200 psi
 - Thermometers
 - Gas gravitometer
 - Centrifuge (manual)
 - Hydrometer set
 - Dead weight tester

- Gas sniffers.
- On line Flow meter
- Portable H₂S (range 10 ppm) and CO₂ detection equipment.
- Equipment to collect well fluid at surface for PVT analysis.

NOTE: The onsite Test Laboratory should be self-equipped to measure all the parameters of the well fluid.

1.23 **SURFACE DATA ACQUISITION SYSTEM**

- Sensors for Pressure and temperature measurement.
- Cabling
- Real time recording of data
- Provision shall be available for continuous monitoring of all wellhead pressure (At Surface test tree, Oil String Casing and B-Annulus) and pressure & temperature at upstream & downstream of Choke & Separator. Oil, Gas & Water flow rate monitoring and all other separator downstream parameters.
- All sensors and metering devices shall have valid calibration.

1.24 **SAMPLE BOTTLES**

- Conventional Gas Sampler, 1500psi, 600cc, IATA conforming, with transfer kit, qty-6
- Oil sample cans, 5 litre, IATA conforming, qty. 6
- Oil sample cans, 1 litre, IATA conforming, qty. 6
- Water sample bottles, 1 litre, plastic or glass, qty. 6
- Labels and consumables for all the above

1.25 **SAFETY EQUIPMENTS**

- Hand held portable Explosimeter/Gas Detector for Hydrocarbon Detection (LEL & UEL)
- Fire extinguishers
- Portable H₂S (Level-10 ppm and beyond) and CO₂ detection equipment
- Personnel protective equipment
- Hand held radios and spare batteries

1.26 **TOOLS & SPARES**

- Containerized workshop/store with power and lighting
- Includes all hand tools, all types of cross-overs, spare parts etc. required for surface testing operations
- Hose baskets, pipe racks and baskets etc.

1.27 **FITTINGS AND NEEDLE VALVES**

Needle valves and fittings, to supply all pressure, temperature and sampling point upstream of the heater with double block and bleed.

1.28 **DEAD WEIGHT TESTER**

- Required for accurate measurement of pressure
- Pressure range 50-10000 psi.
- Pressure intervals 1 psi.

2.0 **WELL ACTIVATION/STIMULATION/KILLING SERVICE**

The job will involve unloading and activation of newly drilled wells using Coiled Tubing Unit (CTU) and Nitrogen Pumping Unit (NPU) units. It involves lowering of coiled tubing in stages to the bottom of the well or to the final depth as decided by the Company and displace the well fluid with nitrogen to the desired volume/depth and make the well displace on its own. The job will also be applicable for unloading and lowering of fluid levels of wells prior to perforations.

For well killing, the contractor shall provide service of CTU if required. It involves lowering of coiled tubing in stages to the bottom of the well or to the final depth as decided by the Company and displace the well fluid with kill fluid to the desired volume/depth and create overburden so that there is no inflow of reservoir fluid into the wellbore. Well Killing operation will be carried out for testing higher up zones & for well abandonment. To rig-up CTU with Rig contractor's kill pump, sufficient amount of high pressure piping should be made available at well site by the contractor. The piping shall be pressure tested prior to execution of killing job

2.1 **COILED TUBING UNIT**

The bidder should provide suitable CTU with continuous coiled tubing made out of high strength alloy steel for operation up to 5000 m depth for 5½" X 20-23 PPF casing completion with 73mm (2⅞") OD P110 premium X 6.4 PPF tubing and 2.9/16" X 10,000 PSIG W.P. well head (X-Mas Tree)/ Flow Head (Contractor Provided) assembly and having the following parameters.

- | | | | |
|----|------------------------------------|---|--|
| a) | O.D. of the tubing | : | 1¼ " or 1 ½" similar to QT 800 or equivalent |
| b) | Wall thickness | : | 0.109" or above |
| c) | Minimum Length of the tubing | : | 5,500 mtrs |
| d) | Requisite pipe/fittings for rig-up | : | As required |

2.2 **NITROGEN PUMPING UNIT**

The bidder shall provide Self-propelled & Self-contained (i.e. composite unit with Liquid Nitrogen Tank with pumper) Nitrogen pumping Unit (NPU)

mounted on an Oil field truck capable of pumping and vaporizing 180000 SCFH (MAX) along with a minimum storage tank of capacity 2000 US gallons liquid nitrogen. The bidder should provide all the necessary surface connections/fittings for smooth and successful operation of the job. The unit shall have nitrogen pumping vaporizing system capable of pumping up to 180000 SCFH of gaseous nitrogen and pressure up to 10,000 psi.

- 2.3 Any other equipment/tools/spares for successful well activation service, but not mentioned above.

3.0 RETRIEVABLE PACKERS

The retrieval packer shall be run-in with **2 7/8" OD P-110 ABTC-4S Connection Tubing**. The Packer connection should be VAM Top suitable for 2.7/8" 6.4 ppf P-110 premium production tubing and shall be rated to minimum 10,000 psi pressure and 300 ° F temperature, if not mentioned otherwise.

3.1 5 1/2" RETRIEVABLE PACKER

The packer used shall comply with the following:

- The packer shall be capable of holding pressure differential 10000 psi from above as well below and temperature rating: 300 °F
- Should have internal fluid bypass to minimize surge/swab during run in and pull out of hole.
- Packer assembly should have drift ID same as **2 7/8" OD P-110 ABTC4S Connection Tubing**.
- Straight pull release with automatic return to running position
- Shall have Hydraulic hold down
- Shall be suitable for 5-1/2 ", 20 -23 ppf casing
- Able to support tailpipe (2.7/8" OD EUE API 8RD Box Thread)
- Requisite sets of packer redressing kits.
- Shall have suitable wireline re-entry guide
- Wireline re-entry guide should be compatible with tail pipe (2.7/8" OD EUE API 8RD PIN Thread)

3.2 7" RETRIEVABLE PACKER

The packer used shall comply with the following:

- The packer shall be capable of holding pressure differential 10000 psi from above as well below and temperature rating: 300 °F
- Should have internal fluid bypass to minimize surge/ swab during run in and pull out of hole.
- Packer assembly should have drift ID same as **2 7/8" OD P-110 ABTC4S Connection Tubing**.
- Straight pull release with automatic return to running position

- Shall have Hydraulic hold down
- Shall be suitable for 7", 29 ppf Casing
- Able to support tailpipe (2.7/8" OD EUE API 8RD Box Thread)
- Requisite sets of packer redressing kits.
- Shall have suitable wireline re-entry guide
- Wireline re-entry guide should be compatible with tail pipe (2.7/8" OD EUE API 8RD PIN Thread)

3.3 **9 5/8" RETRIEVABLE PACKER**

The packer used shall comply with the following:

- The packer shall be capable of holding pressure differential 5000 psi from above as well below and temperature rating: 300 °F
- Should have internal fluid bypass to minimize surge/swab during run in and pull out of hole.
- Packer assembly should have drift ID same as **2 7/8" OD P-110 ABTC4S Connection Tubing**.
- Straight pull release with automatic return to running position
- Shall have Hydraulic hold down
- Shall be suitable for 9.5/8", 47 ppf Casing
- Able to support tailpipe (2.7/8" OD EUE API 8RD Box Thread)
- Requisite sets of packer redressing kits.
- Shall have suitable wireline re-entry guide
- Wireline re-entry guide should be compatible with tail pipe (2.7/8" OD EUE API 8RD PIN Thread)

4.0 **SLICKLINE SERVICE**

Truck or Skid mounted slick line unit complete with requisite tools necessary fittings like Lubricator assembly, BOP etc. complete for carrying out Slick line Operations supported by experts to conduct gradient survey, build up survey, bottom hole pressure – temperature data acquisition (and provide report on data collected), bottom-hole sample collection (and transferring of sample to suitable transfer kit for transportation of the same to Duliajan for analysis at OIL's Chemical Lab), bottom tagging, fish recovery, hole probing, scraping etc.

4.1 **SLICKLINE UNIT**

Double drum hydraulic Slick-line winch with power pack complete with 0.108" OD (API-9A) X 20,000 ft (minimum) piano wire on one drum and

0.125" OD (API-9A) X 20,000 ft (minimum) (API 9A) on the other drum. The detail specification of the unit is as under:

The engine shall be complete with Tachometer & Hour meter in addition to all standard gauges & meters, Filters, pressure control equipment (10000 psi rated), Spark Arrester, etc., Emergency/Safety Engine Shutdown system.

4.1A. **OTHER FITTINGS & ACCESSORIES**

- a. Slickline (0.108" x 20,000 ft and 0.125" X 20,000 ft slickline as per API 9A line. A backup of each of the above-mentioned slickline sizes shall be kept as 100% redundancy with no extra cost to the company.
- b. Measure meter (Remote readout/Veeder counter assembly) in metric unit for both the lines. - **1 nos each**
- c. Hay pulley assembly (for 0.108" and 0.125" slickline) - **2 nos each**
- d. Line wiper (suitable for 0.108" and 0.125" wire) - **2 nos each**
- e. Slickline clamp suitable for 0.108" and 0.125" wire)- **4 nos each**
- f. Weight indicator
- g. Hydraulic Stuffing box with 16" sheave along with necessary hose and hand pump Suitable for 0.108" and 0.125" slickline, 10000 psi WP.
- h. 3" ID Lubricator assembly X 10,000 psi of total length not less than 32 feet complete with quick union –
 - I. LUB ASSY 3" ID x 8FT - 2 non ported, 1 ported (1/2" NPT) = 24 ft
 - II. LUB ASSY 3" ID x 4 ft - 1 ported(1/2" NPT), 1 non ported = 8 ft
- i. Wire line BOP of 3" ID, Dual ram hydraulic 10,000 psi WP, for 0.108" and 0.125" wire, hand pump operated and adoptable to the 2.9/16" X 10,000 psi Xmas tree with suitable Cross-overs to adopt in different sizes of well heads.
- j. Quick Test Sub 3" ID - 1 nos. Rating-W.P 10 K (Standard).
- k. Suitable Electronic Tension measuring system associated with Slickline Unit in addition to normal load cell type along with required accessories
- **1 nos.**
- l. Slickline Fishing Clamp or T Bar Clamp with suitable inserts of 0.108" and 0.125" wire - **2 nos.**

4.1 B. **DOWNHOLE SLICK-LINE TOOLS**

The bidder shall provide all the necessary down-hole slick line tools, including but not limited to those mentioned below.

SL NO	DESCRIPTION OF TOOL	MINIMUM QUANTITY
1	Paraffin Cutter of sizes 2", 2.1/16", 2.1/8", 2.3/16", 2.1/4", 2.5/16" and 2.3/8"	2 Nos. of each size
2	Tubing Swage for 2.7/8" OD Tubing	3 Nos.

3	Tubing broach for 2.7/8" OD Tubing	3 Nos.
4	Impression block of different sizes ranging from 1 ½" to 2.5/16"	1 Set.
5	Blind box of size from 2" to 2¼"	2 Nos. of each size
6	Tubing End Locator tool	2 Nos
7	Overshots of different sizes	2 sets
8	Sinker bar of different sizes	5 Nos
9	JD Pulling Tool	2 Nos
10	JU Pulling Tool	2 Nos.
11	Wireline Grab	2 Nos
12	Tubular Jar Assembly	2 Nos.
13	Hydraulic Wire line Jar Assembly	2 Nos
14	Rope Socket suitable for mentioned sizes of slickline	8 nos
15	Mechanical (Stroke) Jar Assembly.	1 nos
16	Any other tool deemed suitable for jobs mentioned under "scope of work"	Suitable Quantity

5.0 SLICKLINE CONVEYED PVT SAMPLER

- Downhole PVT sampler conveyed through slickline for collecting bottom hole PVT samples during Surface Production Testing operation, either during flow or shut-in conditions.
- Internal Clock mechanism for activation of samplers to collect samples at predetermined time.
- The tool shall be suitable to run-in & pulling out through 2-7/8 inch OD 6.4 ppf premium tubing (Drift ID = 2.347 inch).
- The bidder has to provide the suitable adapters / crossovers for running in of required sampler with slickline.
- Min 600 cc Chamber
- Minimum Working Pressure – 10K psi.
- Minimum Working Temperature – 300 °F
- Sample Bottles & Transfer kit for surface & bottom hole samples:
 - a. High pressure, conventional Oil, 10K psi, 600 cc, IATA conforming, Qty - 8
 - b. High pressure, conventional oil, 5K psi, 600 cc, IATA conforming, Qty – 8 Nos.
 - c. Conventional Gas Sampler, 1500 psi, 600 cc & 20 litres, IATA conforming, Qty – 8 nos. each
 - d. All bottles above to be supplied with valves and carry cases

6.0 SLICKLINE CONVEYED BOTTOM HOLE PRESSURE & TEMPERATURE MEASUREMENT TOOL

- Slickline conveyed electronic memory gauges along with gauge carriers to carry out bottom hole pressure & temperature survey. The gauges shall have:
 - a) Accuracy ± 1 psi and ± 0.3 °C
 - b) Resolution 0.01 psi and 0.01 °C
 - c) Pressure range 0 – 10,000 psi minimum
 - d) Temperature range including battery pack 0 – 150 °C
 - e) Scanning rate 0.1 sec to 10 minutes
 - f) Quartz type
 - g) Temperature rating including battery pack, 150°C
 - h) 100,000 datasets minimum capacity
- The tool shall be suitable to run-in & pull out through 2-7/8 inch OD premium P-110 tubing, 6.4 ppf (2.347 in Drift Dia).
- The bidder has to provide the suitable adapters/crossovers for running in of gauge carrier with slickline.

Note: The bidder shall have all essential operating accessories like Interface & Software with laptop, Handling Tool Kit, Tool Carrying Case, Battery pack, cross over, Suitable extra weight (sinker bar), flexible coupler swivel (knuckle joint), crossover etc. The bidder has to provide calibration certificate.

7.0 OPERATIONAL REQUIREMENT:

7.1 SURFACE EQUIPMENT

- a. The pressure relief system from all relief devices shall be routed to relief headers for high and low pressure relief. It will be Contractor's responsibility to ensure that the relief system is suitably sized to discharge the maximum gas and/or liquid design flow rate. The discharge shall be directed to the flare stack.
- b. The interconnecting piping shall be laid and installed by the Contractor after due approval from the OIL in charge at site. All piping shall be securely anchored and grouted. When the piping installation has a change of pressure rating, the lower rated pipe shall be adequately protected against overpressure.
- c. Each and any individual component in the process plant downstream of the choke manifold shall have the feature to be bypassed.
- d. Adequate burning of hydrocarbons shall be ensured. All effort shall be made to minimize smoke to air.
- e. All surface pressure containing piping and vessel shall be installed in such a way that blow down of the equipment is possible from a safe area through a manual activation feature.
- f. All process control shall be local pneumatic control.
- g. All the surface equipment necessary for the job shall be preferably skid mounted for ease of transportation and installation.

7.2 DOWNHOLE TEST TOOLS

- a. All test string components shall be so designed that all handling on derrick floor can be done safely and efficiently. The internal profiles of the downhole tools shall not have any sharp edges and obstructions.
- b. The equipment shall be designed to withstand loads, pressure and temperature down hole, including maximum applied annulus pressure in addition to the specified maximum working pressure for the tool. Contractor shall make available the design loads to Company at the time of operation.
- c. Bleed off functions shall be provided wherever pressure may be trapped.

8.0 GENERAL STANDARD OF EQUIPMENT

All equipment supplied for use upstream of and including the choke manifold is to be rated to a minimum of 10,000 psi WP unless otherwise specified. All equipment supplied for use downstream of the choke manifold is to be rated to a minimum of 5,000 psi unless otherwise specified.

Surface Testing Equipment should be capable of handling 5,000 bbl /day liquids, 10 MMscf/day Gas.

All surface vessel/equipment are to be preferably skid mounted

All lifting equipment should have been manufactured in accordance with API specifications 8A and 8C and should be inspected and certified according to API recommended practice RP8B Categories I-IV.

QUALIFICATION AND EXPERIENCE OF PERSONNEL

- 1.0 LIST OF PERSONNEL:** The Bidder/Service provider/Contractor will have to deploy adequate manpower to carry out the required operations. The following table shows the minimum list of competent personnel to be deployed by the Contractor.

Sl. No	Description	Nos.
1	WELL TEST IN-CHARGE (WTI)	1
2	PRODUCTION TESTING SUPERVISOR	1
3	WELL TEST OPERATOR	2
4	PACKER SPECIALIST	1
5	DATA ACQUISITION, PROCESSING AND INTERPRETATION SPECIALIST	1
6	OPERATORS FOR NPU SERVICES	1
7	OPERATORS FOR CTU SERVICES	1
8	SLICKLINE OPERATOR	1
9	SLICKLINE SPECIALIST	1

- 2.0 Key Personnel:** The qualification and experience of the key personnel are to be as under:

i) WELL TEST IN-CHARGE (WTI): 1 NO.

The incumbent should be minimum Diploma in Engineering (or equivalent) with minimum 10 years of experience in operation and maintenance of Surface Production Testing as an In-charge. He shall assist OIL representative at site in taking decisions. He should have fair knowledge of Petroleum Engineering, Well Activation/Stimulation/Killing, Slickline operation etc.

ii) PRODUCTION TESTING SUPERVISOR: 1 NO.

The incumbent should be minimum Diploma in Engineering (or equivalent) with minimum 05 years of experience in carrying out Production Testing Services in oil/gas wells.

iii) WELL TEST OPERATOR: 2 NOS.

Well test Operator should have a minimum of 03 years of experience in operating production testing surface equipment.

iv) PACKER SPECIALIST: 1 NO.

The Packer Specialist should be minimum Diploma in Engineering (or equivalent) with minimum 05 years of experience in Packer operation. The Packer specialist should be able to work as an expert of Packer operation and should be able to supervise operations, repair and maintenance of Packer.

v) DATA ACQUISITION, PROCESSING AND INTERPRETATION SPECIALIST: 01 NO. The incumbent should be Graduate in Engineering (or equivalent) with minimum 05 years independent experience in data acquisition, Processing and interpretation.

vi) OPERATORS FOR NPU SERVICES: 1 NO.

The NPU Operator should be minimum Diploma in Engineering (or equivalent) with minimum 03 years independent experience in operation and maintenance of Nitrogen Pumping Unit.

vii) OPERATORS FOR CTU SERVICES: 1 NO.

The CTU Operator should be minimum Diploma in Engineering (or equivalent) with minimum 03 years independent experience in operation and maintenance of Coiled Tubing Unit.

viii) SLICKLINE OPERATOR: 1 NO.

The slick line operator shall have oilfield experience of working as a Slick Line Operator for at least 3 years. The operator should be capable of writing and speaking English. The operator should be conversant with well control methods to take independent decisions in case of well emergencies.

ix) SLICKLINE SPECIALIST: 1 NO.

Persons should have minimum 3 years independent experience in Bottom-hole sampling of reservoir fluids and BHP-BHT data acquisition & analysis.

x) OTHER CREW MEMBERS:

Personnel deployed by the Contractor other than the above mentioned incumbents, in any operation should have minimum 03 years of experience in their relevant field.

Note:

1. The personnel shall be certified by approved training institute for statutory course(s) like MVT/Fire Fighting/First Aid training etc.
2. Bidder to ensure that the Mines Act 1952, OISD and any other statutory requirement is complied in all aspects like safety and duty hours of personnel, safe operations etc.

PART-III

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS: The following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

1.1 “Equipment” means all Surface production testing and other accessories as listed in the Contract.

1.2 “Operation” means all operations required to be carried out pursuant to this Contract.

2.0 MOBILIZATION:

2.1 The Equipment, tools, accessories & consumables and manpower etc. as may be required as per scope of work for job execution at site in the very first location under this contract shall be initially mobilised at the notified well site by Contractor within 90 (Ninety) days of receipt of LOA/Mobilisation Notice from Company.

2.2 Company reserves the right either to retain the resources of Contractor at site for the next upcoming job in the same well/different well or demobilise entirely/partially at its option. In case of such interim demobilisation, Company shall issue separate notice giving minimum 10 (Ten) days period for Contractor to remobilise their resources to take up the jobs at site, when come up.

2.3 In case of interim demobilisation of personnel/manpower only, 10 (Ten) days remobilisation notice shall be provided by Company to redeploy the manpower at site.

3.0 CONTRACTOR’S PERSONNEL:

3.1 Selection, replacement, and engagement; determining remuneration of Contractor’s personnel shall be the responsibility of the Contractor. Such employees shall be solely of Contractor’s employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before their actual deployment under this contract. The Contractor shall not deploy its personnel unless cleared by the Company.

3.2 The Contractor shall have a Base Office/Base Camp in India and should identify competent personnel, who shall act for the Contractor in all matters relating to Contractor’s obligations under the Contract.

- 3.3 Contractor shall provide all manpower for necessary supervision and execution of all Work under this Contract to Company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 3.4 **Replacement of Contractor's personnel:** Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.
- 3.5 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient Work servicing operations.

4.0 COMPANY'S REQUISITES:

- 4.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of Work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.
- 4.2 If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.
- 4.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.

5.0 CONTRACTOR'S ITEMS:

- 5.1 Contractor shall provide equipment and personnel to perform the services under the Contract as specified in this document.
- 5.2 Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary.
- 5.3 Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, fuel/lubricants, consumables etc. during the entire period of the contractual period.
- 5.4 Contractor will provide all POL items for operation of Contractor's equipment at well-site at Contractor's cost. There shall be no escalation in the day rates and others throughout the duration of the Contract including extension, if any, on account of any price increase in fuel/lubricants.
- 5.5 Zero day rate with penalty as per clause 14.0 (b) hereunder will be applicable for shutdown of operations on account of inadequate supply of Contractor's items, including but not limited to, POL, lubricants, personnel etc.

- 5.6 Contractor should provide all other necessary consumables for the entire services mentioned in Scope of Work of this document at no extra cost to the company, except the liquid nitrogen.
- 5.7 Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the contract shall be at all times handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor's Equipment for providing services under the contract, except as otherwise expressly provided herein. To clarify that control, custody and possession of Contractor's equipment will always be with the Contractor. While performing the work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers, except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment. Contractor does not develop any intellectual property for ownership by Company. Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the services.

6.0 CONDUCTING OPERATIONS:

- 6.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workman like manner and in accordance with accepted International oilfield practices.
- 6.2 All the equipment and materials to be provided by Contractor shall be in first class working condition.
- 6.3 Contractor shall be solely responsible for the operation and maintenance of all the equipment and will provide all spare parts, materials, fuel/lubricants, consumables etc. during the entire period of the contractual period.
- 6.4 Upon completion of a operation in a well, statement stating that the well has been completed in accordance with the terms of this Contract and signed by the representatives of both Contractor and Company, will be made available to Company.
- 6.5 **Safety:** The Contractor shall observe such safety regulations in accordance with acceptable oil field practice and applicable Indian Laws. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation. Contractor shall conduct safety drills etc. regularly.
- 6.6 **Adverse Weather:** Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute

precautionary measures in order to safeguard the well, the equipment and personnel to the fullest possible extent.

- 6.7 **AMENDMENTS OF COMPLETION PROGRAMME:** It is agreed that Contractor shall carry out Operations in accordance with the program to be furnished by Company, which may be amended from time to time by reasonable modification as Company deems fit, in accordance with good oil field practices.

7.0 CONTRACTOR'S SPECIAL OBLIGATIONS:

- 7.1 It is expressly understood that Contractor is an independent party and that neither it nor its employees and its subcontractors are employees or agents of Company provided, however, Company is authorized to designate its representative, who shall at all times have access to all the equipment and materials and all records, for the purposes of observing, inspecting and designating the Work to be performed hereunder by Contractor. The Contractor may treat Company's representative at well site as being in charge of Company's designated personnel at well site. The Company's representative may, amongst other duties, observe, test, check and control implementation of operations, equipment and inspect works performed by Contractor or examine records kept at well site by Contractor.
- 7.2 The Contractor shall furnish full particulars of crews e.g. name, nationality, passport number, date and place of issue and expiry date of passport, father's name, date and place of birth, designation etc., prior to mobilization of personnel to site.
- 7.3 The Contractor shall primarily and solely be responsible for obtaining customs clearance for importation, if any, into India of the Contractor's equipment, spare parts, consumables etc. in connection with the execution of the Work. Any demurrage in this process will be at the Contractor's cost. Contractor shall bear all requisite port fees, clearance fees, transit agent fees, inland transportation charges from port to Site etc.
- 7.4 The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
- 7.5 Subject to clauses in 'Special Conditions of Contract', the Contractor shall bear all expenses on account of repair/replacement of all their equipment etc. consequent upon any damage/loss/non-performance during the course of operation.
- 7.6 The Contractor shall be bound by laws and regulations of Government of India and other statutory bodies in India in respect of use of wireless sets, maps, charts, entry regulations, security restrictions, foreign exchange, work permits, customs etc.

- 7.7 The Contractor shall use to the fullest extent all facilities available in India provided they are technically/operationally acceptable.
- 7.8 The Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect.
- 7.9 The Contractor shall arrange for security of their camp sites, fly camps, equipment, establishment etc. while in Contractor's custody at their own cost.
- 7.10 The equipment/tools to be furnished by the Contractor under this Contract is the Contractor's property and shall always remain in the possession of the Contractor with the exclusive right to use of such equipment/tools by the Contractor for providing services under this Contract.
- 7.11 The Contract Price shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.
- 7.12 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no charge to the Company.
- 7.13 The Well Testing In-charge shall have all power requisite for performance of the Work. They shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.
- 7.14 **Compliance With Company's Instructions:** The Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to Work program, safety instructions, confidential nature of information, etc. Such instructions shall, if the Contractor requests, be confirmed in writing by Company's representative.
- 7.15 **WELL RECORDS:** Contractor shall keep/provide the record of operation on daily basis of each well on to the Company's Representative.
- 7.16 Contractor shall arrange for inland transportation of all equipment, etc. from their Supply base/port of import to the Site and back at the end of the Contract at their own expense. Arrangement of Road Permits and payment of Entry Tax for bringing equipment/material to Work place shall be Contractor's responsibility.
- 8.0 INDEMNITY:** Due to the uncertainty of variable well conditions and the fact that interpretation of logs are opinions based upon inferences from measurements and empirical relationships with respect to which analysts may differ, Contractor cannot and does not warrant the accuracy of

completeness of any interpretation, recommendation reservoir description, analysis, measurement, log, report, study, advice, design or data, furnished by the Contractor hereunder ("information"), and the Company has full responsibility for any decision of whatever nature (including without limitation any financial or operational decision) based upon the information and shall defend, indemnify and hold the Contractor harmless in respect thereof, notwithstanding anything herein to the contrary.

9.0 RIGHTS AND PRIVILEGES OF COMPANY:

Company shall be entitled –

- 9.1 To check the Equipment and other Contractor's items before the commencement of operation. If they are not found in good order or do not meet specifications as per Annexure-VI A or in case of non-availability of some of the Contractor's items listed Annexure- VI A, the Contractor may not be allowed for commencement until the Contractor has remedied such default.
- 9.2 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by Contractor.
- 9.3 To check, at all times, Contractor's stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- 9.4 To order suspension of operations while and whenever:
 - a) Contractor's personnel is deemed by Company to be not satisfactory, and/or
 - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract, and/or
 - c) Contractor's equipment turns into a danger to personnel on or around the Equipment or to the well, and/or
 - d) Contractor's insurance in connection with the operations hereunder is found by Company not to conform to the requirements set forth in the Contract, and/or
 - e) Contractor fails to meet any of the provisions in the Contract, and/ or
 - f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

- 9.5 To reduce the rates reasonably, at which payments shall be made if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the Contract.

10.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

11.0 PRE-CHECKS AND PRE-TESTS OF EQUIPMENT/ACCESSORIES:

- 11.1 The Contractor shall test, carry out all necessary pre-checks and pre-tests of the equipment/accessories to ensure trouble free and safe operation prior to each job or as instructed by the Company's Representative. Contractor shall record results of all such tests in the daily job report.

11.2 DISCIPLINE:

The Contractor shall maintain strict discipline and good order among their employees and their sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interest; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

12.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 12.1 Company may depute one or more than one representative(s)/ engineer(s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the Scope of Work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.
- 12.2 Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing/ inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the Contract.
- 12.3 The Contractor should maintain sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area.

13.0 AREA OF OPERATION: The Company reserves the right to deploy the Contractor for Services against this Contract under the same rates, terms and conditions anywhere in its operational areas in the North-Eastern States of India including Mizoram.

14.0 PENALTY: In the EVENT OF Contractor's failure to strictly adhere in providing Equipment & services, the penalty shall be levied at the following rates:

FAILURE	PENALTY
a. Shut down/break down of any Tool(s) / Equipment(s) during any operation.	a. Zero rate as per Clause No. "J" of Section-IV will be applicable for the period of shut down on pro-rata basis plus penalty of 30% of the day rate (operating charge) if the equipment is not brought into operation within 02 (two) hrs.
b. Shut down of any operation due to non-availability of Equipment(s)/manpower/tools/spares/consumables etc.	b. Zero rate for entire unit(s) for the period of shut down on pro-rata basis plus penalty of 30% of the operational day charges.
c. Delay in Inter Location Movement /Mobilization of Manpower/Tool(s) /Equipment(s) etc.	c. Any delay in Inter Location Movement/ Mobilization of Manpower/Tool(s)/ Equipment(s) beyond 10 (Ten) days of interim remobilization notice, penalty at the rate of 2% per hour of Total cost for Interim Mobilization (calculated @ 50% of quoted interim mob/demob charges) subject to maximum of 30% shall apply.

END OF SECTION-III

PART-III

SECTION-IV

SCHEDULE OF RATES

The bidder shall quote the following Schedule of Rates in their price bid as per the format provided herein vide **PROFORMA-B**. Contractor shall setup the equipment and personnel at the designated well site as required for well testing within 90 (Ninety) days from the date of mobilisation notice issued by Company. The equipment (partially or completely) and personnel will be demobilized by Contractor upon receipt of demobilization notice from the Company after completion of production testing in each well. However, Company reserves the right to retain the equipment and/or personnel etc. in standby mode even after completion of testing of particular zone/well (as may be decided by Company), during which rental of equipment as provisioned herein shall become applicable. Payment shall be made for the actual execution/deployment /utilisation based on the unit rates to be quoted in PROFORMA-B and accepted by Company.

A. INITIAL MOBILIZATION CHARGES TO THE VERY FIRST WELL:

CONTRACTOR'S TOOLS/EQUIPMENT WITH ALL ACCESSORIES:

- i) **Mobilization Charges** of manpower, requisite Tools, Equipment and accessories/consumables/spares etc. from Contractor's base upto the very first well for providing Production Testing Services under the contract shall be quoted on all-inclusive lump sum basis.
- ii) **Mobilization Charges** for the initial well testing shall cover all local & foreign costs to be incurred by the Contractor in relation to mobilisation as above including transportation/freight, insurance, all local taxes & duties, port fees, documentation and any other cost as may be deemed necessary, but excluding Customs duty (which will be to OIL's account, if applicable) on the items declared by Contractor in Proforma-A.
- iii) The initial **Mobilization Charges** as above shall be paid one time and become payable upon completion of Mobilization as defined under 'General Conditions of Contract'.
- iv) The initial **Mobilization Charges** as provisioned in the price bid format shall not be quoted more than ten percent (10%) of the evaluated total value for the respective service package. However, in the event of the contractor quoting Mobilization charge more than ten percent (10%) of the evaluated total value for the respective service package, the remaining amount will be paid after successful completion of services of the individual service packages of the contract.

**B. FINAL DE-MOBILIZATION CHARGES FROM THE LAST WELL:
(TOOLS/EQUIPMENT WITH ALL ACCESSORIES)**

- i) The final **Demobilization Charges** of Contractor's manpower, all Tools, Equipment and accessories/consumables/spares etc. from the site in Mizoram after completion of last & final well testing under the contract shall be quoted on lump sum basis, which must include all charges to Contractor in connection with demobilization upto Contractor's base/yard as may be required.
- ii) **Charges** for the final De-mobilisation (last well) shall be paid only once, if quoted, and shall become payable to Contractor by the Company after successful execution of contract and upon fulfillment of all contractual obligations by the Contractor.
- iii) All contractual day rates/charges, whatsoever, on account of Contractor's manpower, Tools/Equipment/Spare/Accessories etc. under this contract shall cease to exist with effect from the day, time or event as to be notified in the de-mobilization notice issued by Company.
- iv) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and transportation/freight within India or on export/re-export outside India will be to Contractor's account.
- vi) The quoted Demobilization Charges should not be less than ten percent (10%) of the evaluated total value for the respective service package. However, in the event of the contractor quoting Demobilization Charge less than ten percent (10%) of the evaluated total value for the respective service package, the balanced amount shall be withheld from the first invoice of the contract. The withheld amount along with the quoted Demobilization Charge shall be paid after successful completion of services of the individual service packages of the contract.
- vii) Contractor is required to clear off the Site within 10 (ten) days and complete Demobilization within 30 (thirty) days from the date of "De-Mobilization Notice" served by the Company.

**C. INTERIM DEMOBILIZATION & REMOBILIZATION CHARGES
(MANPOWER, TOOLS/EQUIPMENT WITH ACCESSORIES)**

- i) The bidder is required to quote **Interim De-Mobilization & Re-Mobilization Charges** on lump-sum basis from/to any well during the currency of contract, if so opted by Company. Company retains the right to Demobilize Contractor's Equipment & Tools temporarily from any well Site with 07 (seven) days notice and Remobilize the consignment to same well or another well in Mizoram in case of, but not limited to, need for temporary suspension of Company's activity

for operational reasons, or any other reason as deemed fit to the Company. In such an event these lump-sum charges shall be payable to the Contractor after the Remobilization is completed on receipt of remobilization notice from the Company.

- ii) No Rental Charges or Operating Day Rate (ODR) on any account will become payable from the time when Interim Demobilization notice is issued or as notified therein by Company till Remobilization is completed under Company's advice (to designated well site).
- iii) Contractor is required to remobilize all the tools/equipment to designated well site within 10 (Ten) days from interim re-mobilization notice issued by Company.

**D. OPERATING DAY RATE CHARGES [ODR]
[MANPOWER/TOOLS/EQUIPMENT/CONSUMABLES WITH ALL
ACCESSORIES]:**

- i. The **ODR** for the Manpower, Surface Production Testing Services & Well Activation/Stimulation/Killing Service (using CTU & NPU) shall be payable for the period when the equipment are put in operation.
- ii. The **ODR for the Slickline unit, Tools, Equipment & Manpower** shall be payable for the following:
 - a) For the period when the BHP/BHT measurement tools are lowered below the rotary table till it is pulled out of hole above rotary table.
 - b) For the period when the bottom-hole PVT Sampler is lowered below the rotary table till it is pulled out of hole above rotary table and the collected sample is safely transferred to transfer kit.
 - c) For the period when any other requisite tools are lowered using the Slickline Unit below the rotary table till it is pulled out of hole above rotary table.
- iii. The **ODR** will be quoted per day of 24 hours basis. However, payment for part of a day shall be computed on pro-rata basis rounding upto the nearest full hour of operation.
- iv. If the Contractor's tool/equipment fails to perform, for any reason during the course of operation, then **no ODR** shall become payable for the entire unit of the service until the equipment/tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.

E. Rental Charges (EQUIPMENT/TOOLS/CONSUMABLES WITH ALL ACCESSORIES):

- i) The Daily Rental Charges (**DR**) for equipment, tools and consumables with all accessories shall be payable from the date & time of completion of Mobilization at designated site, and when the equipment/tools are ready for operation under the following conditions:
 - a. Contractor's equipment is defect free and ready to undertake operation but well is not ready.
 - b. **DR** shall be applicable when **ODR** is payable to Contractor.
 - c. Job is completed but the notice of demobilization/Interim demobilization is not issued by Company.
- ii) The **DR** will be considered on day rate basis for a day of twenty four (24) hours.
- iii) The **DR** charges shall be paid **50% of the ODR** charges.
- iv) All other necessary equipment, tools and accessories etc. shall be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.
- v) The DR shall not be payable once the interim demobilization notice is issued till the completion of interim mobilization to the designated site as notified by the Company's Engineer.

F. RETRIEVABLE PACKER CHARGES:

The charges for Retrievable Packers with requisite set of redress kit and accessories shall be payable on lumpsum basis per operation. One successful operation includes the following three steps:

- i) Running in hole of Packer to the target depth.
- ii) Successful setting of Packer.
- iii) Packer pulling out of hole.

Note for INTER-LOCATION MOVEMENT (Surface Production Testing Package, Well Activation/Stimulation/Killing Package (using Coiled Tubing Unit & Nitrogen Pumping Unit), Bottom-hole PVT Sampling package, BHP-BHT Measurement & Analysis Package, Slickline unit and Retrievable Production Packers):

The Contractor shall be solely responsible to carry out inter-location shifting/transportation of their entire tool & equipment(s) related to **Surface Production Testing Package, Well Activation/Stimulation/Killing**

Package (using Coiled Tubing Unit & Nitrogen Pumping Unit), Bottom-hole PVT Sampling package, BHP-BHT Measurement & Analysis Package, Slickline unit and Retrievable Production Packers from one location after completion of drilling/testing program to the next location as to be decided/notified by Company to take up the Services at the forward location under the contract. No separate Inter-location shifting/transportation charges will be payable to the Contractor for inter-location movement. The distance between any two locations/wells is expected to be within 100 Kms.

G. MOBILIZATION CHARGES OF PERSONNEL TO WELL SITE

- i) **Initial/Interim Mobilization Charges of Personnel** as Lump Sum shall be payable to the Contractor after the completion of **Mobilization**. The Contractor shall mobilize the personnel on receipt of notice from the Company.
- ii) **Initial/Interim Mobilization Charges** shall cover all costs of Contractor including but not limited to travel expenses, in-transit accommodation charges, visa fees, personal insurance, etc. for Contractor's Personnel to reach the Company designated Site on receipt of the mobilization notice from Company.

H. DEMOBILIZATION CHARGES OF PERSONNEL FROM WELL SITE

- i) **Interim Demobilization/mobilization Charges of personnel** shall be payable to the Contractor on **"LUMP SUM"** basis after the departure of Contractor's personnel from any designated well Site on receipt of demobilization notice from Company.
NOTE: The Company retains the right to "mobilize & demobilize" Contractor's personnel "to and from" any drilling location depending upon operational requirement. Also, the Company retains right to remobilize the personnel to any drilling location at any time during the course of the Contract depending upon operational requirement. Thus, Contractor is required to fulfil their obligation on Mobilization/Demobilization of personnel upon receipt of appropriate notice from the Company.
- ii) **Final Demobilization Charges of personnel** shall be payable to the Contractor on **"LUMP SUM"** basis after the departure of Contractor's personnel from any designated well Site on receipt of demobilization notice from Company.

J. ZERO/NIL RATE

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

Penalty shall be applicable as detailed in Special Conditions of Contract.

K. CONSUMABLES:

The Contractor has to quote the cost of consumables i.e. liquid Nitrogen, as per price format (Proforma-B) on all inclusive FOR destination (well site) basis.

Note: Contractor should provide all other necessary consumables for the entire services detailed under Scope of Work (Section-II, PART-3) of this document, except liquid nitrogen at no extra cost.

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

- a) The 'Force Majeure' Rate shall be payable during the first 15 days period of 'Force Majeure'. No payment shall accrue to the Contractor beyond the first 15 days period.
- b) Payment towards 'Force Majeure' rate shall be 50% of Daily Rental Charge. Payment shall be made considering 1(one) full Force Majeure' day = ½ (half) day Daily Rental Charge.

GENERAL NOTES:

- i. The services of Crane as may be required for loading and unloading at the respective well site/location will be arranged by Company free of cost through a third party Service Provider (i.e., Drilling Rig Service Provider). But, necessary supervision to ensure safe loading and unloading will be the sole responsibility of the Contractor.
- ii. Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission involved/included in their quoted rates. In case no Indian Agent Commission is involved, then the same should be shown as “**NIL**”. If the same is not categorically specified in the bid then it will be automatically construed that no agency commission is involved and Company's decision in this regard shall be final & binding on Contractor.
- iii. Bidder should submit, alongwith their technical Bid, the list of items to be imported into India in connection with execution of this contract as per Proforma-A, enclosed without indicating any price/cost details therein. However, the same format must also be uploaded with their Priced Bid duly incorporating the costs/rates in the respective columns therein.
- iv. From the Proforma-A, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items should be shown in the “PRICE BID FORMAT” only as CIF (RE-EX).

- v. Similarly from the Proforma-A, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the “PRICE BID FORMAT” only as CIF (CONSUMABLES).

END OF SECTION – IV

PROFORMA-A

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

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

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

Proforma-B [Priced Bid Format], Proforma-B1[Supply Part] and Porforma-BB(PP-LC)[Caluclation of Local Content Services] is enclosed separately as MS-XL sheet in "Notes and Attachment" tab.

BIDFORM

To
M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: IFB No. CDG0085L19

Gentlemen,

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

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

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

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

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

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

Dated this _____ day of _____ 2019.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

FORM OF BID SECURITY (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
Duliajan, Assam, India, Pin - 786 602

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 ___ 2018.

THE CONDITIONS of these obligations are:

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be as specified in the tender document.

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

- i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
Duliajan, Assam, India, Pin - 786 602.

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 -----day of -----

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

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:
- B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

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

IFB No. CDG0085L19

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- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Terms & Condition;
- (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 Duliajan, Assam 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 LETTER OF AUTHORITY

TO
CGM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDG0085L19

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,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

TO
CGM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub : OIL's IFB No. CDG0085L19

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

&&&&

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by

the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other

Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact

on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. Duliajan
Date . 19.12.2018

Experience Statement of Bidder/Service Provider

Experience in providing “Surface production testing services, well activation services (using nitrogen pumping unit & Coiled Tubing Unit) and bottom-hole PVT sampling & analysis services using Slick-line” during past 07 (Seven) years reckoned from the original bid closing date.

Sl. No	Contract No	Name & contact details of client	Place of Operation/ Well Details	Well Pressure (Range)	Well Temp. (Range)	Details of Services carried out	Start date of contract	End date of contract
1								
2								
3								
4								
5								

N.B: Please add rows & extra sheets if required.

Seal of Bidder

Signature & Name of personnel

Name of Bidder

ANNEXURE-III**Details of current work in hand and other contractual commitments of Bidder/ Service Provider:**

Sl. No	Contract No	Name & contact details of client	Place of Operation /Well Details	Details of Production Testing Services	Period of contract (from-to)	Start date of contract
1						
2						
3						

N.B: Please add rows & extra sheets if required.

Signature & Name of personnel:

Seal of Bidder

Name of Bidder :

PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE

TOWARDS FINANCIAL STANDING

(Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. for **Hiring of Surface Production Testing Services, Well Activation/Stimulation/Killing Services (using Coiled Tubing Unit & Nitrogen Pumping Unit), Bottom-hole PVT Sampling, BHP-BHT Measurement & Analysis Services using Slickline unit and Retrievable Production Packers services" for testing of 02 (Two) exploratory wells in Mizoram, India for a period of 01 (One) year with a provision for further extension by 06 (Six) months or part thereof** and M/s _____(Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **USD 3.15 Million or equivalent INR 23.00 Crore** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.

5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
 - (c) This Guarantee has been issued after due observance of the appropriate Laws in force in India.
 - (d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
 - (e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 - (f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of

(Bidder)

Witness:

1.

2.

Witness:

1.

2.

PARENT COMPANY GUARANTEE

(TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTORIZED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed on this..... day of
2017 by

M/s (mention complete name) a company duly organized
and existing under the laws of (insert jurisdiction/country),
having in

Registered Office at..... herein after called "the Guarantor"
which

expression shall, unless **excluded** by the repugnant to the subject or context
thereof, be deemed to include its successors and permitted assigns.

WHEREAS;

M/s Oil India Limited, a company duly registered under the companies Act 1956,
having its Registered Office at Duliajan, Dist: Dibrugarh, Assam-786602, India and
having Corporate Office at Plot No. 19, Sector-16A, Noida, UP hereinafter called
"Company" which expression shall unless excluded by or repugnant to the context
thereof, be deemed to include its successor and assigns, invited offers vide their
Tender No. for **Hiring of Surface Production Testing Services,
Well Activation/Stimulation/Killing Services (using Coiled Tubing Unit &
Nitrogen Pumping Unit), Bottom-hole PVT Sampling, BHP-BHT Measurement &
Analysis Services using Slickline unit and Retrievable Production Packers
services" for testing of 02 (Two) exploratory wells in Mizoram, India for a
period of 01 (One) year with a provision for further extension by 06 (Six)
months or part thereof.**

M/s (Mention complete name), a company organized and existing
under
the laws of (Insert jurisdiction/country), having its registered office at
..... (give complete address) hereinafter called "the Contractor" which
expression shall, unless executed by or repugnant to the subject or context thereof,
be deemed to include its successor and permitted assigns, *a wholly owned
subsidiary of the Guarantor, have, in response to the above mentioned tender
invited by the Company, submitted their bid no to the Company with one of
the condition that the Contractor shall arrange a guarantee from its parent
company guaranteeing due and satisfactory performance of the work covered under
the said tender including any change herein as may be deemed appropriate by the
Company at any stage.

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

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

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

- 1.0 The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Contractor of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the Company, take-up the job without any demur or obligation, in continuation and without loss of time and without any cost to the Company and duly perform the obligations of the Contractor to the satisfaction of the Company. In case the guarantor also fails to discharge its obligations herein and complete the job satisfactorily, Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or unsatisfactorily performance by the Guarantor or the Contractor of any of their obligations.
- 2.0 The Guarantor agrees that the Guarantee herein contain shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Contractor.
- 3.0 The Guarantor shall be jointly with the Contractor as also severally responsible for satisfactory performance of the contract entered between the Contractor and the Company.
- 4.0 The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Contractor and the Company i.e. upto and in no event shall be Guarantor's liability hereunder, either in its capacity of Guarantor or as a Contractor should it perform the contract in the event of the Contractor's non-performance as per point 1 hereinabove, exceed that of the Contractor under the mutually agreed contract awarded to the Contractor. This will, however, be in addition to the forfeiture of the Performances Guarantees furnished by the Contractor.
- 5.0 The Guarantor represents that the Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby

undertakes that the Guarantor shall obtain and maintain in full force and effect all the government and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

- 6.0 The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of..... India.
- 7.0 The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
- 8.0 The Guarantor represents and confirms that the guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf on (Parent Company)

M/s_____

Witness:

1.

2.

*strikeout, if not applicable

PROFORMA FOR BIODATA OF KEY PERSONNEL

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

AFFIX
PASSPORT
SIZE
PHOTOGRAPH

NOTE: In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference (Section-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

ANNEXURE-IX

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

I _____ S/o _____ having permanent residence at _____ Dist. _____ am working with M/s. _____ as their employee. Now, I have been transferred by M/s. _____ for carrying out the contract job under Contract No. _____ which has been awarded in favour of my employer M/s. _____.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. _____.

I am an employee of _____ for all practical purposes and there is no privity of Contract between OIL and me.

Signature

Place:

Date:

Witness:

1. NAME:
DESIGNATION:
DATE:

2. NAME:
DESIGNATION:
DATE:

To,

**CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB:SAFETY MEASURES FOR TENDER NO.CDG0085L19

DESCRIPTION OF WORK/SERVICE:

Sir,

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

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

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

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Date_____

Yours Faithfully

M/s_____

FOR & ON BEHALF OF CONTRACTOR

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR' which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

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

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

WITNESS NO.1

(Signature)

Full name and official address

(in legible letters)

Stamp

(Signature)

Full name, designation and address

(in legible letters)

With Bank

WITNESS NO.2

Attorney as power of

Attorney no. _____

Dated _____

(Signature)

Full name and official address

(in legible letters)

Stamp

Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG is separately attached as Annexure-XII.

Annexure-XII

Attached as separate Annexure.

---End of tender--