



OIL'S e-TENDER NO. CDG7216L18 FOR 'HIRING VERTICAL DRILLING SERVICE FOR EXPLORATORY DRILLING IN MIZORAM NELP-VI BLOCK (MZ-ONN-2004/1) FOR A PERIOD OF TWO YEARS (THREE WELLS) WITH A PROVISION OF EXTENSION BY ONE YEAR OR PART THEREOF'

OIL in connection with its operations in Mizoram NELP-VI Block (MZ-ONN-2004/1) has floated the above Limited e-Tender through OIL's e-procurement site addressed to the following parties:

- (1) M/s. Baker Hughes Singapore, Singapore
- (2) M/s. Halliburton Offshore Services Inc., Mumbai
- (3) M/s. Schlumberger, Navi Mumbai

However, **other interested Service Providers**, who can meet the 'Qualifying criteria' as indicated in the Tender may also apply for issue of Tender documents. Such application must reach Contracts Department, Duliajan on or before **10.03.2018 (up to 11:00 Hrs IST)**. The application must be complete in all respects and the same should accompany all the requisite documents at one go as indicated in Bid Evaluation Criteria (BEC) as per Part-2 of the tender, failing which the application will be considered as incomplete/rejected and the party will not be permitted to participate against the Tender.

Late application will not be entertained. Company shall not be responsible for any postal delay/transit loss. Timely delivery of the Application complete with requisite documents shall be the sole responsibility of the Applicant.



FORWARDING LETTER

M/s _____

Sub: IFB No. CDG7216L18 for ‘Hiring Vertical Drilling Service for exploratory drilling in Mizoram NELP-VI Block (MZ-ONN-2004/1) for a period of two years (three wells) with a provision of extension by one year or part thereof.

Dear Sirs,

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

2.0 In connection with its operations in Mizoram NELP-VI Block (MZ-ONN-2004/1), OIL invites International Competitive Bids (ICB-Limited) from competent and experienced Contractors through OIL’s e-procurement site for **“Hiring Vertical Drilling Service for exploratory drilling in Mizoram NELP-VI Block (MZ-ONN-2004/1) for a period of two years (for three wells) with a provision of extension by one year 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.	:	CDG7216L18
(ii)	Type of Bidding	:	Online - Single Stage-Two Bid System
(iii)	Type of Tender	:	Limited [Short-listed by Company through Expression of Interests (EOIs)]
(iv)	Tender Fee	:	Not Applicable
(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.

(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	Within 60 days from the date of issue of LOA
(xii)	Bid Security Amount	:	Rs. 41,90,000.00 /- or US\$ 63,990.00
(xiii)	Bid Security Validity	:	31.08.2018
(xiv)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of Annualized Contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	Duration of contract is for a period of two years with a provision of extension by another 1 (one) year or part thereof at the same terms & conditions and mutually agreed rates but limited to rates of the contract.
(xviii)	Additional Vertical Drilling Services	:	The contract will have a provision to mobilize additional items for the additional service (On call out basis), if required due to operational requirement.
(xix)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 18.0 of General Conditions of Contract.
(xx)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xxi)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxii)	Last Date of receipt of queries	:	12.03.2018 upto 15:30 Hrs IST

3.0 This Tender has been restricted to following short-listed parties on limited tender basis.

- a) M/s. Baker Hughes Singapore, Singapore
- b) M/s. Halliburton Offshore Services Inc., Mumbai
- c) M/s. Schlumberger, Navi Mumbai

These bidders are short-listed by Company through Expression of Interests (EOIs). **However, other interested Service Providers**, who can meet the “Qualifying Criteria” as indicated under the Bid Rejection Criteria (BRC)/ Bid Evaluation Criteria (BEC) as par PART-2 of Tender may also apply for participation against this Tender. Such applications complete in all respect (including all the requisite documents) must reach the office of Chief General Manager (Contracts) at Duliajan on or before **10.03.2018 (up to 11:00 Hrs IST)**.

Bidders applied for must ensure that the application is complete in all respect and the same should accompany all the requisite documents as indicated in PART-2 herein i.e., Bid Rejection Criteria (BRC)/ Bid Evaluation Criteria (BEC), except the bid security (which shall be submitted while bidding, if qualified), failing which the application will be considered as incomplete/rejected and the party will not be permitted to participate against the Tender.

Late application will not be entertained. Company shall not be responsible for any postal delay/transit loss. Timely delivery of the Application complete with requisite documents shall be the sole responsibility of the Applicant.

- 4.0 Tender Document will not be issued physically by Company. The interested Vendors who are not short-listed through EOI as mentioned in para 3.0 above, should submit their applications together with relevant documents to establish their credential in terms of BRC/BEC as mentioned in para 3.0 above, to the Chief General Manager (Contracts), Contracts Department, OIL INDIA LIMITED, DULIAJAN – 786602, ASSAM, INDIA showing full address (clearly indicating their e-mail ID), between **01st March’2018** and **10th March’2018** during office hours only. On receipt of application & requisite documentary evidences as above, if found acceptable will be allowed to participate in the tender through OIL’s e-Procurement portal along with the other vendors/bidders short-listed earlier.
- 5.0 The short-listed prospective Bidders to whom USER-ID and initial PASSWORD have been e-mailed in regard to this particular Tender are requested to upload their most competitive Bids (Techno-commercial Bid as well as Priced Bid) on-line under single stage two bid system through OIL’s e-Tendering Portal up to **11:00 hrs (IST)**(Server Time) on the **bid closing date** as mentioned in the e-portal. The Techno-commercial Bids will be opened on the same day at **14:00 hrs(IST)** at the Office of Chief General Manager (Contracts), Contracts Department, Oil India Ltd, Duliajan, Assam-786602, India in presence of authorized representative of the bidders who choose to attend. The Priced /Commercial Bids of the technically qualified bidders only will be opened subsequently on a pre-determined date & time, which will be notified to all such bidders separately nearer the time
- 5.1 However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh/Strike at Duliajan or any other reason, the bids will be received and opened on the following full working day at the same time.
- 5.2 Bids in the form of physical documents (except the Bid Security and Technical literatures, if any) will not be accepted. Both the Bids viz; Techno-commercial

Bid & Priced Bid should be submitted online on/or before the scheduled Bid Closing Date & Time.

- 5.3 The Original Bid Security (hard copy in physical form) must reach the office of the Chief General Manager (Contracts) at the above address on or before the scheduled bid opening time and date; otherwise the Bid will be rejected.

- 6.0 **Bidders are requested to visit the area of operation prior to bidding to make themselves fully aware of and understand the topography, job involvement and logistics including environmental issues etc.**

7.0 **INTEGRITY PACT:**

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact digitally signed by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

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

- 8.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

- 8.2 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.

- 8.3 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.

- 8.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. **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.

9.0 **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, vendor, 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 authenticity of 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.
- 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 (E) Commercial Evaluation Criteria.**

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

▼ 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	Chk
The table does not contain any data						

Go to this Tab **"Notes and Attachments"** for Uploading "Priced Bid" files.

Go to this Tab **"Technical Attachment"** for Uploading "Technical Bid".

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.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(B. Sonowal)
Sr. Manager – Contracts (Global)
For CHIEF GENERAL MANAGER-CONTRACTS
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.

A. BID DOCUMENTS

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely consolidation
 - (b) Instructions to Bidders, (Part-1)
 - (c) Bid Evaluation Criteria, (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) (i) Statement of Compliance, (Proforma-D)
(ii) Statement of Non-Compliance, (Proforma-E)
 - (l) Bid Security Form, (Proforma-F)
 - (m) Performance Security Form, (Proforma-G)
 - (n) Agreement Form, (Proforma-H)
 - (o) Proforma of Letter of Authority, (Proforma-I)
 - (p) Authorisation for Attending Bid Opening, (Proforma-J)
 - (q) Integrity Pact, (Annexure-V)
 - (r) Proforma for Parent Company Agreement, Guarantee & Corporate Guarantee, (Annexure-VI (a), Annexure-VI(b) and Annexure-VI(c)) and
 - (s) Proforma for Sister Subsidiary/Co- Subsidiary Company Agreement, (Annexure-VII)
 - (t) (i) Proforma for Bidder's Experience (Annexure-I)
(ii) Proforma for Qualification & Experience of Personnel (Annexure-II)
 - (u) Certificate for Annual Turnover & Net worth (Annexure-III)
 - (v) Proforma undertaking from Contractor's Personnel, (Annexure-IX)
 - (w) Safety Measures, (Annexure-X)
 - (x) Proforma of Bank Guarantee towards PP-LC (Annexure-XI)
 - (y) 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)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the 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 the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

5.0 LANGUAGE OF BIDS:

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

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

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

6.0 DOCUMENTS COMPRISING THE BID:

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

(A) TECHNICAL BID (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. 11.11 below.
- (iv) Copy of Bid-Form **without indicating prices** in Proforma-C.
- (v) Statement of Non-compliance as per Proforma-E
- (vi) Proforma-A: List of items to be imported **without the CIF values**.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as **Annexure-V** 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 BIDFORM:

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

9.0 CURRENCIES OF BID AND PAYMENT:

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

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

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 These are listed in **BID 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-F** or a Bank Draft/Bankers' cheque in favour of OIL and payable at Duliajan, Assam 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 scheduled Bank in India at the request of some other Non-Schedule 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 on-line 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 CGM-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.

C. SIGNING & SUBMISSION OF BIDS:

14.0 SIGNING OF BID:

- 14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with 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 only 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-J**) 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 Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in “**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 superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to CGM-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-E of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

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

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

21.0 BID OPENING AND EVALUATION:

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

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

24.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid 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-G** 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 scheduled Bank in India at the request of some other Non-Schedule 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.

Note: The bidders are requested to advise the Performance Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Performance Bank Guarantee in OIL's tender issuing office:

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

- i) "MT 760 / MT 760 COV for issuance of Performance Bank Guarantee.
- ii) "MT 760 / MT 767 COV for amendment of Performance Bank Guarantee.

The above message/intimation shall be sent through SFMS by the PBG 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.

- 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 2(two) years from the date of default.
- 31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**
- If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.
- 32.0 CREDIT FACILITY:**
- Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.
- 33.0 MOBILISATION ADVANCE PAYMENT:**
- 33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 33.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

34.0 INTEGRITY PACT:

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-V** 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 **10%**

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) 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
- c) 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

PART-2

BID EVALUATION CRITERIA (BEC)

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

(A) TECHNICAL:

1.0 Bidder's Experience:

- 1.1 The bidder must have minimum five (5) years' experience of providing Vertical / Deviated / Horizontal Drilling Services (i.e. with Rotary Steerable or any other rotating / non-rotating system) including MWD services during the last 7 (seven) years preceding the bid (techno-commercial) closing date. During the aforesaid period of five years, the service provider must have provided Vertical / Deviated / Horizontal Drilling services & successfully completed at least two (2) wells (minimum of 2500 m depth each).
- 1.2 In support of Bidder's experience as aforesaid, documentary evidences viz; photocopies (complete set) of LOA/copies of contracts/work orders and completion certificates/job cards issued by clients showing detailed scope of work carried out, well details, well locations, clients' name etc. should be submitted along with the techno-commercial bid.

2.0 Experience of Bidder's Personnel:

- 2.1 The personnel (i.e. Directional Drilling Engineers & MWD Engineers) to be deployed by the Service Provider must be graduate in engineering having minimum three (3) years of experience in drilling Vertical/Deviated/Horizontal wells during the last 7 (seven) years preceding the bid (techno-commercial) closing date. During the aforesaid period of three years, both Directional Drilling Engineers & MWD Engineers must have successfully drilled & completed at least two wells (minimum of 2500 m depth each) using Rotary Steerable System Steerable or any other rotating / non-rotating system.
- 2.2 In support of experience as above, Bidder should submit the complete bio-data including the work experience of their proposed personnel for deployment, along with the techno-commercial Bid.

3.0 Equipment/tools etc.:

- 3.1 Tools/ equipment deployed shall be of the latest versions/ technologies and the bidder must forward brief write-up on operating procedure & limitations of their tools / equipment.
- 3.2 The bidder should furnish the technical literature/catalogue for the offered tool/ equipment etc. along with the techno-commercial bid.

4.0 FINANCIAL: Bidder must meet the following financial experience criteria:

- 4.1 The Vendor/Contractor/Service Provider shall have an Annual financial turnover of minimum **INR 9,70,00,000.00** (or equivalent **USD 14,81,368.00**) during any of the preceding 03 (three) financial/accounting years reckoned from the original

tender publication date.

- 4.2 Net worth of Vendor/Contractor/ Service Provider/bidder must be positive for preceding financial / accounting year.
- 4.3 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'.

NOTE:

- (a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the Techno-commercial Bid:

- (i) A certificate issued by a practicing Chartered /Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-III**.

OR

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

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

- 4.4 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/Contractor/ Service Provider/bidder regarding converted figures in equivalent INR or US\$.
- 4.5 In case the bidder is a subsidiary 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-VI(c)** by the authorized officials.
 - (iii) 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”
- 5.0 **Mobilization:** Offers indicating mobilization time more than **Sixty (60) days** from the date of issue of Letter of Award (LOA) by Company will be summarily rejected. Bidders are advised to indicate the best mobilization schedule in their bid.
- 6.0 The Bid must cover the entire services mentioned in the Scope of Work. Bid which does not include all the Services/Supplies mentioned in the tender document/ price schedule format will be considered as incomplete and rejected.
- 7.0 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 (A) 1.0, 2.0 & 3.0 above.
- a) However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in Clause No. (A) 4.0, above and the other members of the Consortium should meet minimum **INR 4,85,00,000.00 (or equivalent USD 7,40,684.00)** turnover each.
 - b) Consortium’s bid 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 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.
- 8.0 In case the Bidder/Contractor/ Service Provider is an Indian Company / India joint venture Company, the lead bidder should meet the criteria laid down in para Clause Nos. (A)1.0, 2.0, 3.0 and 4.0, above. Also, the Indian Company/Indian Joint Venture Company who does not meet the minimum pre-qualifying criteria as per clause Nos. (A) 1.0, 2.0, 3.0 above, may also submit the bid on the strength of Technical Collaborator/Joint Venture Partner. However, the Primary Vendor/Contractor/ Service Provider shall have to meet the financial criteria mentioned in Clause Nos. (A) 4.0, above.
- a) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as in clause Nos. (A) 1.0, 2.0 & 3.0, above. The experience of the Technical Collaborator /Joint Venture with other firm(s) will not be qualified.
 - b) 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 their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding.

- 9.0 Any party who is extending technical support by way of entering into technical collaboration with another party shall not be allowed to submit an independent bid and such bids shall be rejected straightway. Further, all bids from parties with technical support from same principal will also be rejected.
- 10.0 Bids from Vendor/Contractor/Service Provider, who themselves do not meet the experience criteria as stipulated in the para Clause Nos. (A) 1.0, 2.0, 3.0 & 4.0 above, can also be considered, provided the Bidder/Contractor/Service Provider is a 100% subsidiary company of the parent company which meets aforesaid experience criteria. In such cases, as the subsidiary company is dependent on the experience of parent company, the participating Bidder/Contractor/Service Provider should submit an agreement / Corporate Guarantee as per **ANNEXURE-VI(b)**. However, the parent/subsidiary company of the Bidder/Contractor/Service Provider should on its own meet the experience criteria as stipulated in the 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.
- 11.0 Acceptable Memorandum of Understanding (MOU) has to be made between consortium members/joint venture partners/technical collaborator (as the case may be), clearly defining the role/responsibility (scope of work) of each partner/member, binding the members jointly and severally to all obligations under the contract, if awarded. The MOU should be addressed to OIL and shall remain valid and binding for the entire period of Tender/contract. The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this bid document.

12.0 DOCUMENTS:

Bidder must furnish documentary evidences, along with the Techno-commercial Bid, in the same order as set out herein below from (a) to (f) in support of fulfilling the aforesaid requirements.

- (a) **Bidder's Experience:** Statement (Annexure-I) to be furnished by the bidder in a tabular form for the last seven (7) years up to the techno-commercial bid closing date together with copies of relevant LOA/ contracts/work-orders & completion certificates/payment certificates or any other document issued by various clients that can substantiate the satisfactory execution of contract of similar nature. [As per above clause Nos. (A) 1.1 & 1.2].
- (b) **Resume/Bio-data** (Annexure-II) of the **Personnel** (i.e. Directional Drilling Engineers & MWD Engineers) to be deployed for the services with relevant work experience. Copies of certificates in regard to their educational qualification should also be furnished. Contractor's personnel should be proficient in English language. [As per above clause Nos. (A) 2.1 & 2.2].
- (c) **Brief write-up** on operating procedure & limitations of tools / equipment and technical literature / catalogue, etc to be submitted. [As per above clause Nos. (A) 3.1 & 3.2].
- (d) **Financial Turnover of Bidder** (Annexure-III): Copies of Audited Annual Reports / Balance Sheets / Profit & Loss accounts, etc. for the last three (3) accounting years, preceding the Bid Closing date of this Tender. [As per Clause Nos. (A) 4.1 & 4.2 above].

- (e) **MOU** in respect of formation of Consortium/Joint Venture or Corporate Guarantee for 100% subsidiary as per para 7.0 to 11.0 above.
- (f) Bidder to confirm Mobilization within Sixty (60) days as per clause No. (A) 5.0 above.

Notes:

- 1) Bids/Applications without the above listed documents or information shall be rejected.
- 2) OIL also reserves the right to verify the original documents.

(B) COMMERCIAL:

- 1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced 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 Attachments**" Tab and Priced Bid as per **Proforma-B** to be 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.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- 3.0 Bids with shorter validity (i.e., less than **120 days** from the scheduled techno-commercial bid closing date) will be rejected as being non-responsive.
- 4.0 The original Bid Security for an amount of **INR 41,90,000.00 (or equivalent US\$ 63,990.00)** shall be submitted by bidder to the office of the Chief General Manager (Contracts), Dept. Contracts, Oil India Limited, Duliajan – 786602, ASSAM, India in a sealed envelope and must reach on or before the Techno-commercial Bid Opening date and Time. However, a scanned copy of the Bid Security shall be uploaded as a part of the Techno-commercial Bid in the C-folder of OIL's E-portal. The amount of Bid Security shall be as specified in the Bid Document. Any Bid received without the proper Bid Security as above will be rejected.
- 5.0 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.
- 6.0 Any Bid received in the form of Fax/e-mail will not be accepted. Also, Bids not uploaded online within the stipulated bid closing date and time, but submitted in physical form will not be considered.
- 7.0 Conditional offers will not be considered and will be rejected.
- 8.0 Bidders shall bear, within the quoted rates, the corporate tax as applicable on the income from the contract and the personal tax as applicable in respect of their personnel & Sub-Contractor's personnel, arising out of execution of the contract.

- 9.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” i.e., **PROFORMA-B** in PART-4; otherwise the Bid will be summarily rejected.
- 10.0 The bid documents are not transferable. Offers made by bidders who have not been issued Tender document/User-ID/Password from the Company will be rejected.
- 11.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 12.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
- (i) Bid Security Clause
 - (ii) Performance Guarantee Clause
 - (iii) Force Majeure Clause
 - (iv) Tax Liabilities Clause
 - (v) Arbitration Clause
 - (vi) Acceptance of Jurisdiction and Applicable Law
 - (vii) Liquidated damage and penalty clause
 - (viii) Safety & Labour Law
 - (ix) Termination Clause
 - (x) Integrity Pact

(C) GENERAL:

- 1.0 **PROFORMA-D & E:** The Compliance Statements should be digitally signed and uploaded along with the un-priced techno-commercial bid. In case bidder takes exception to any clause of the tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviations when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA (BEC): The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.

- 1.0 In the event of computational error between unit price and total amount, the quoted unit price shall prevail and the total amount will be corrected accordingly for adoption in bid evaluation. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.

- 2.0 For evaluation of the bids, B.C Selling (market rate) of State Bank of India prevailing one day prior to the price bid opening will be considered to convert all quoted rates in to single currency. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for such conversion.
- 3.0 To ascertain the inter-se-ranking, comparison will be made amongst the responsive bids submitted by the technically qualified bidders only, on the basis of the rates quoted and subject to loading for deviations, if any.
- 4.0 The Commercial Bids shall be evaluated and compared based on the rates quoted in the PRICE BID FORMAT as per enclosed PROFORMA-B. It is, however, to be clearly understood that the assumptions made in respect of quantity/parameters/ No. of days etc. in the PRICE BID FORMAT (PROFORMA-B) are purely tentative and valid for bid evaluation purpose only. The Contractor will be paid on the basis of actual utilization/jobs executed during the currency of the contract.
- 5.0 Bid in which the rate for any part of the work/material is not quoted shall be rejected, being incomplete. Therefore, the Bidder must mention “**NIL RATE**” against all such items of their bid where no charge is involved/ envisaged by the bidder.
- 6.0 **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 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.

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.

- 7.0 **VALUE FOR LOST IN-HOLE ITEMS** shall be considered for evaluation purpose only. In case of any of the tool / equipment is lost in-hole, the maximum payment shall be restricted to item wise price quoted against these items in price bid format (i.e. Proforma-B). **Value for Lost-in-Hole items** shall not be considered for working out total contract value for award of contract.
- 8.0 **PURCHASE PREFERENCE CLAUSE:**
- 8.1 Purchase Preference to Micro and Small Enterprises:
- 8.1.1 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.
- 8.1.2 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.

- 8.1.3 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.
- 8.1.4 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.
- 8.1.5 **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.
- 8.2 **Purchase preference Policy (linked with Local Content) (PP-LC)**
- 8.2.1 **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*).**
- 8.2.2 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.
- 9.0 **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.
- 10.0 **CHECKLIST FOR BEC/BRC:** This is enclosed as **Annexure-VIII to BEC/BRC**

******* End of Part-2*******

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

Sl. No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
1	Clause No. I. (A) 1.1: The bidder must have minimum five (5) years' experience of providing Vertical / Deviated / Horizontal Drilling Services (i.e. with Rotary Steerable or any other rotating / non-rotating system) including MWD services during the last 7 (seven) years preceding the bid (techno-commercial) closing date. During the aforesaid period of five years, the service provider must have provided Vertical / Deviated / Horizontal Drilling services & successfully completed at least two (2) wells (minimum of 2500 m depth each).			
2	Clause No. I. (A) 1.2: In support of Bidder's experience as aforesaid, documentary evidences viz; photocopies (complete set) of LOA/copies of contracts/work orders and completion certificates/job cards issued by clients showing detailed scope of work carried out, well details, well locations, clients' name etc. should be submitted alongwith the techno-commercial bid.			
3	Clause No. I. (A) 2.1: The personnel (i.e. Directional Drilling Engineers & MWD Engineers) to be deployed by the Service Provider must be graduate in engineering having minimum three (3) years of experience in drilling Vertical/Deviated/Horizontal wells during the last 7 (seven) years preceding the bid (techno-commercial) closing date. During the aforesaid period of three years, both Directional Drilling Engineers & MWD Engineers must have successfully drilled & completed at least two wells (minimum of 2500 m depth each) using Rotary Steerable System Steerable or any other rotating / non-rotating system.			
4	Clause No. I. (A) 2.2: In support of experience as above, Bidder should submit the complete bio-data including the work experience of their proposed personnel for deployment, alongwith the techno-commercial Bid.			
5	Clause No. I. (A) 3.1:			

	Tools/ equipment deployed shall be of the latest versions/ technologies and the bidder must forward brief write-up on operating procedure & limitations of their tools / equipment.			
6	Clause No. I. (A) 3.2: The bidder should furnish the technical literature/catalogue for the offered tool/ equipment etc. alongwith the techno-commercial bid.			
7	Clause No. I. (A) 4.1: The Vendor/Contractor/Service Provider shall have an Annual financial turnover of minimum INR 9,70,00,000.00 (or equivalent USD 14,81,368.00) during any of the preceding 03 (three) financial/accounting years reckoned from the original tender publication date.			
8	Clause No. I. (A) 4.2: Net worth of Vendor/Contractor/ Service Provider/bidder must be positive for preceding financial / accounting year.			
9	<p>Clause No. I. (A) 4.3: 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> <p>NOTE: (a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the Techno-commercial Bid:</p> <p>(i) A certificate issued by a practicing Chartered /Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE-III.</p>			

	<p style="text-align: center;">OR</p> <p>(ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign Vendor/Contractor/Service Provider, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>(b) In case the bidder is a Central Govt. Organization/PSU /State Govt. Organization / Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder has to provide documentary evidence for the same.</p> <p>4.4 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/Contractor/Service Provider/bidder regarding converted figures in equivalent INR or US\$.</p>			
10	<p>Clause No. I. (A) 4.5: In case the bidder is a subsidiary 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-VI(c) by the authorized officials.</p> <p>(iii) The bidder is a 100% subsidiary company of the</p>			

	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”			
11	Clause No. I. (A) 5.0: Mobilization: Offers indicating mobilization time more than Sixty (60) days from the date of issue of Letter of Award (LOA) by Company will be summarily rejected. Bidders are advised to indicate the best mobilization schedule in their bid.			
12	Clause No. I. (A) 6.0: The Bid must cover the entire services mentioned in the Scope of Work. Bid, which does not include all the Services/Supplies mentioned in the tender document/ price schedule format will be considered as incomplete and rejected			
13	Clause No. I. (A) 7.0: 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 (A) 1.0, 2.0 & 3.0 above. a) However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in Clause No. (A) 4.0, above and the other members of the Consortium should meet minimum INR 4,85,00,000.00 (or equivalent USD,7,40,684.00) turnover each. b) Consortium’s bid 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 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.			
14	Clause No. I. (A) 8.0: In case the Bidder/Contractor/ Service Provider is an Indian Company / India joint venture Company, the lead bidder should meet the criteria laid down in para Clause Nos. (A)1.0, 2.0, 3.0 and 4.0, above. Also, the Indian Company/Indian Joint Venture			

	<p>Company who does not meet the minimum pre-qualifying criteria as per clause Nos. (A) 1.0, 2.0, 3.0 above, may also submit the bid on the strength of Technical Collaborator/Joint Venture Partner. However, the Primary Vendor/Contractor/ Service Provider shall have to meet the financial criteria mentioned in Clause Nos. (A) 4.0, above.</p> <p>a) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as in clause Nos. (A) 1.0, 2.0 & 3.0, above. The experience of the Technical Collaborator /Joint Venture with other firm(s) will not be qualified.</p> <p>b) 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 their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding.</p>			
15	<p>Clause No. I. (A) 9.0: Any party who is extending technical support by way of entering into technical collaboration with another party shall not be allowed to submit an independent bid and such bids shall be rejected straightway. Further, all bids from parties with technical support from same principal will also be rejected.</p>			
16	<p>Clause No. I. (A) 10.0: Bids from Vendor/Contractor/Service Provider, who themselves do not meet the experience criteria as stipulated in the para Clause Nos. (A) 1.0, 2.0, 3.0 & 4.0 above, can also be considered, provided the Bidder/Contractor/Service Provider is a 100% subsidiary company of the parent company which meets aforesaid experience criteria. In such cases, as the subsidiary company is dependent on the experience of parent company, the participating Bidder/Contractor/Service Provider should submit an agreement / Corporate Guarantee as per ANNEXURE-VI(b). However, the parent/subsidiary company of the Bidder/Contractor/Service Provider should on its own meet the experience criteria as stipulated in the Qualifying Criteria and should not rely for meeting the experience criteria on its sister subsidiary / co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.</p>			

17	<p>Clause No. I. (A) 11.0: Acceptable Memorandum of Understanding (MOU) has to be made between consortium members/joint venture partners/technical collaborator (as the case may be), clearly defining the role/responsibility (scope of work) of each partner/member, binding the members jointly and severally to all obligations under the contract, if awarded. The MOU should be addressed to OIL and shall remain valid and binding for the entire period of Tender/contract. The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this bid document.</p>			
18	<p>Clause No. I. (A) 12.0 (a): Bidder’s Experience: Statement (Annexure-I) to be furnished by the bidder in a tabular form for the last seven (7) years upto the techno-commercial bid closing date together with copies of relevant LOA/ contracts/work-orders & completion certificates/payment certificates or any other document issued by various clients that can substantiate the satisfactory execution of contract of similar nature. [As per above clause Nos. (A) 1.1 & 1.2].</p>			
19	<p>Clause No. I. (A) 12.0 (b): Resume/Bio-data (Annexure-II) of the Personnel (i.e. Directional Drilling Engineers & MWD Engineers) to be deployed for the services with relevant work experience. Copies of certificates in regard to their educational qualification should also be furnished. Contractor’s personnel should be proficient in English language. [As per above clause Nos. (A) 2.1 & 2.2].</p>			
20	<p>Clause No. I. (A) 12.0 (c): Brief write-up on operating procedure & limitations of tools / equipment and technical literature / catalogue, etc to be submitted. [As per above clause Nos. (A) 3.1 & 3.2].</p>			
21	<p>Clause No. I. (A) 12.0 (d): Financial Turnover of Bidder (Annexure-III): Copies of Audited Annual Reports / Balance Sheets / Profit & Loss accounts, etc. for the last three (3) accounting years, preceding the Bid Closing date of this Tender. [As per Clause Nos. (A) 4.1 & 4.2 above].</p>			
22	<p>Clause No. I. (A) 12.0 (e): MOU in respect of formation of Consortium/Joint Venture or Corporate Guarantee for 100% subsidiary as per para 7.0 to 11.0 above.</p>			

23	<p>Clause No. I. (A) 12.0 (f):</p> <p>Bidder to confirm Mobilization within Sixty (60) days as per clause No. I.(A) 5.0 above.</p>			
24	<p>Clause No. I. (A) Notes:</p> <p>Notes:</p> <ol style="list-style-type: none"> 1) Bids/Applications without the above listed documents or information shall be rejected. 2) OIL also reserves the right to verify the original documents. 			
25	<p>Clause No. I. (B) 1.0:</p> <p>Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced 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 Attachments" Tab and Priced Bid as per Proforma-B to be 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>			
26	<p>Clause No. I. (B) 2.0:</p> <p>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>			
27	<p>Clause No. I. (B) 3.0:</p> <p>Bids with shorter validity (i.e., less than 120 days from the scheduled techno-commercial bid closing date) will be rejected as being non-responsive.</p>			
28	<p>Clause No. I. (B) 4.0:</p> <p>The original Bid Security for an amount of INR 41,90,000.00 (or equivalent US\$ 63,990.00) shall be submitted by bidder to the office of the Chief General Manager (Contracts), Dept. Contracts, Oil India Limited, Duliajan – 786602, ASSAM, India in a sealed envelope and must reach on or before the Techno-commercial Bid Opening date and Time. However, a scanned copy of the Bid Security shall be uploaded as a part of the Techno-commercial Bid in the C-folder of OIL's E-portal. The amount of Bid Security shall be as specified in the Bid Document. Any Bid received without the proper Bid Security as above will be rejected.</p>			
29	<p>Clause No. I. (B) 5.0:</p> <p>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</p>			

	the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.			
30	Clause No. I. (B) 6.0: Any Bid received in the form of Fax/e-mail will not be accepted. Also, Bids not uploaded online within the stipulated bid closing date and time, but submitted in physical form will not be considered.			
31	Clause No. I. (B) 7.0: Conditional offers will not be considered and will be rejected.			
32	Clause No. I. (B) 8.0: Bidders shall bear, within the quoted rates, the corporate tax as applicable on the income from the contract and the personal tax as applicable in respect of their personnel & Sub-Contractor's personnel, arising out of execution of the contract.			
33	Clause No. I. (B) 9.0: Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" i.e., PROFORMA-B in PART-4; otherwise the Bid will be summarily rejected.			
34	Clause No. I. (B) 10.0: The bid documents are not transferable. Offers made by bidders who have not been issued Tender document/User-ID/Password from the Company will be rejected.			
35	Clause No. I. (B) 11.0: Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.			
36	Clause No. I. (B) 12.0: Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected. <ul style="list-style-type: none"> (i) Bid Security Clause (ii) Performance Guarantee Clause (iii) Force Majeure Clause (iv) Tax Liabilities Clause (v) Arbitration Clause (vi) Acceptance of Jurisdiction and Applicable Law (vii) Liquidated damage and penalty clause (viii) Safety & Labour Law (ix) Termination Clause (x) Integrity Pact 			

37	<p>Clause No. I. (C) 1.0: PROFORMA-D & E: The Compliance Statements should be digitally signed and uploaded along with the un-priced techno-commercial bid. In case bidder takes exception to any clause of the tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviations when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.</p>			
37	<p>Clause No. I. (C) 2.0: To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.</p>			
39	<p>Clause No. I. (C) 3.0: If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.</p>			
40	<p>Clause No. II.: The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.</p>			
41	<p>Clause No. II. 1.0: In the event of computational error between unit price and total amount, the quoted unit price shall prevail and the total amount will be corrected accordingly for adoption in bid evaluation. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.</p>			
42	<p>Clause No. II. 2.0: For evaluation of the bids, B.C Selling (market rate) of State Bank of India prevailing one day prior to the price bid opening will be considered to convert all quoted rates in to single currency. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for such conversion.</p>			
43	<p>Clause No. II. 3.0: To ascertain the inter-se-ranking, comparison will be made amongst the responsive bids submitted by the technically qualified bidders only, on the basis of the rates quoted and subject to loading for deviations, if any.</p>			

44	<p>Clause No. II. 4.0: The Commercial Bids shall be evaluated and compared based on the rates quoted in the PRICE BID FORMAT as per enclosed PROFORMA-B. It is, however, to be clearly understood that the assumptions made in respect of quantity/parameters/ No. of days etc. in the PRICE BID FORMAT (PROFORMA-B) are purely tentative and valid for bid evaluation purpose only. The Contractor will be paid on the basis of actual utilization/jobs executed during the currency of the contract.</p>			
45	<p>Clause No. II. 5.0: Bid in which the rate for any part of the work/material is not quoted shall be rejected, being incomplete. Therefore, the Bidder must mention “NIL RATE” against all such items of their bid where no charge is involved/ envisaged by the bidder.</p>			
46	<p>Clause No. II. 6.0: 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 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>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.</p>			
47	<p>Clause No. II. 7.0: VALUE FOR LOST IN-HOLE ITEMS shall be considered for evaluation purpose only. In case of any of the tool / equipment is lost in-hole, the maximum payment shall be restricted to item wise price quoted against these items in price bid format (i.e. Proforma-B). Value for Lost-in-Hole items shall not be considered for working out total contract value for award of contract.</p>			
48	<p>Clause No. II. 8.1.1: 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>			

49	<p>Clause No. II. 8.1.2: 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>			
50	<p>Clause No. II. 8.1.3: 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>			
51	<p>Clause No. II. 8.1.4: 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>			
52	<p>Clause No. II. 8.1.5: <u>DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</u> 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.</p>			
53	<p>Clause No. II. 8.2.1: 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>			
54	<p>Clause No. II. 8.2.2: 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>			

55	<p>Clause No. II. 9.0: 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.</p>			
----	--	--	--	--

Part-3

SECTION-I **GENERAL CONDITIONS OF CONTRACT**

- 1.0 DEFINITIONS:** In the contract, the following terms shall be interpreted as respectively assigned below:
- 1.1 **"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;
- 1.2 **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- 1.3 **"The Work"** means each and every activity required for the successful performance of the services described under Scope of Work/Terms of Reference/Technical Specifications in Section-II, Part-3.
- 1.4 **"Services"** means the work specified in **Section-II, Part-3** and all other obligations to be complied with by the Contractor pursuant to and in accordance with the terms of this contract.
- 1.5 **"Company"** or "OIL" means Oil India Limited;
- 1.6 **"Contractor"** means the Contractor performing the work under this Contract.
- 1.7 **"Contractor's Personnel"** mean the personnel to be engaged by the Contractor (including their sub-contractor's personnel) to provide services as per the contract.
- 1.8 **"Contractor's Items"** means the equipment, materials and services, which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.9 **"Company's Personnel"** mean the personnel to be engaged by OIL or OIL's Contractor (other than the contractor executing this contract). The Company representatives of OIL are also included in the Company's personnel.
- 1.10 **"Company's Items"** means the equipment, materials and services, which are to be provided by Company/Contractor at the expense of Company.
- 1.11 **"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 willful & 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.
- 1.12 **"Willful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- 1.13 **"Service Tax"** means Goods & Service Tax (GST) which includes CGST, SGST, and IGST as the case may be.
- 1.14 **"VDS"** means vertical drilling system
- 1.15 **"MWD"** means Measurement While Drilling
- 1.16 **"RSS"** means Rotary Steerable System

2.0 **EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

2.1 **EFFECTIVE DATE:** The contract shall become effective as on the Date Company notifies Contractor in writing (through Letter of Award/Intent) that it has been awarded the contract. Such date of notification of award of Contract will be the **Effective Date** of Contract.

2.2 **MOBILISATION TIME:** Contractor should mobilize their tools/equipment & personnel for performing the services to designated well at Mizoram as under:

Particulars	Mobilization Time
Initial Mobilization (i.e. first set of tools/equipment) for particular hole size after receipt of letter of award (LOA)	Within Sixty (60) days of Mobilization notice issued by the Company.
Subsequent Mobilization or Interim re-mobilization of tools/ equipment for particular hole size as notified.	Within Thirty (30) days of Interim re-mobilization notice issued by the Company.
Personnel (i.e. Directional Drilling Engineers & MWD Engineers).	Within Five (5) days of Mobilization or Interim re-mobilization notice issued by the Company.
Mobilization of Additional tools/ equipment (on call out basis) depending upon operational requirement (in case of simultaneous drilling operations at two different locations).	Within Thirty (30) days of Mobilization notice issued by the Company.

(Note: Interim de-mobilization & re-mobilization for tools/equipment and personnel will be applicable as per the discretion of the Company)

Mobilization shall be deemed to be completed when Contractor's first set of tools/equipment and manpower are placed at the designated location in readiness to commence assigned jobs as envisaged under the Contract, after the equipment/tools are fully tested, calibrated to its rated specifications and installed/commissioned at Site as specified in the scope of work.

2.3 **COMMENCEMENT DATE:** The date on which the initial mobilization is completed in all respects shall be treated as the **date of commencement** of Contract.

2.4 **DURATION OF CONTRACT:** The Contract shall be initially valid for a period of two (2) years from the date of its Commencement, during which three (3) wells are expected to be drilled/completed. However, Company reserves the option to extend the contractual duration by a further period for one more year or part thereof on same rates, terms & conditions. Notwithstanding the date of contractual expiry as above, if drilling operation is in progress in a particular well and validity of contract expires, it will be obligatory on the part of the Contractor to provide the Services as usual till completion/abandonment of that particular well, unless specifically directed otherwise by the Company in writing.

2.5 **AREA OF DEPLOYMENT / OPERATION:** Though the services under this contract are planned to be performed primarily in the State of Mizoram, Company reserves the right to engage the Contractor for providing Services, during the tenure of contract, anywhere in its other operational areas of North eastern India on same rates, terms & conditions, except for the Mobilization/Demobilization charges to such locations, which will be on mutually agreed rates.

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 of Part-3) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of the contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**
- 5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their remuneration, transportation to & fro field site and enroute expenditure etc.as may be necessary. Company shall have no liability or responsibility in this regard, except for providing lodging, boarding and preliminary first-aid facilities for the Directional Drilling/MWD Engineers of Contractors as available at Rig site/camp site.
- 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 they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings 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 within **3 (three) months** after completion of the operations that the Work executed 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 by the Contractor within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
- (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

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

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

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

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

- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
 - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
 - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
 - v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;
- 8.0 **TAXES:**
- 8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. **Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy.** Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.
- 8.8 **GST:** The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. However, the liability for payment of the GST to the appropriate authority in case of Indian bidders and/or overseas bidders having registered office establishment in India will lie on the Contractor. In case of foreign Contractor who does not have registered office establishment in India, the GST shall be paid to the tax authorities by the Company, on behalf of such 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/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, 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/vendor, 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/vendor 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 / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL 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/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 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 vendor 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 vendor 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 vendor 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 sub-contractor, 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 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

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 Seventy Two (72) 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. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

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

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

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the

arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

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

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

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

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

- b) **For technical matters**
Chief General Manager (Drilling Service)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Fax No. 91-374-2800498

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-vendor who is a Micro or Small Enterprise 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 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 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% (half percent) of the total contract value per week or part thereof of delay subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract as defined in Clause No. 2.0 of Section – I of Part-3.
- 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 Annualized Contract value**) with validity of 3(three) months 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 it underwriters to waive their right of subrogation against Contractor

and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

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

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

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, 2017.
- 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) Goods & Service Tax (GST) Act.
- l) Customs Act & Rules
- n) Mizoram Entry Tax Act
- o) OISD guidelines & procedures
- p) DGMS (India) Guidelines / Notifications.
- q) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010
- r) The Environmental Protection Act, 1986
- s) MoEF& CC and CPCB guidelines
- t) Hazardous waste management and handling Rules
- u) Water (prevention & control of Pollution) Act, 1974
- v) Air (prevention & control of Pollution) Act, 1981
- w) Mizoram State Pollution Control Guidelines
- x) Conditions of Environmental Clearance

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 29.1 to 29.2 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 and GST in addition to new taxes etc. in respect of sub-contractors, vendors, 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 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 and the first well is spudded, duly certified by Company's representative. **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 06 (Six) 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 The Contractor shall raise monthly invoices **for the services** rendered during the month at the end of each calendar month.
- 34.8 Payment of monthly invoices **for the services**, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 34.9 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.

- 34.10 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.
- 34.11 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.

- 34.12 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

1.0 PREAMBLE:

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

2.0 INTRODUCTION:

- 2.1 Oil India Limited (OIL), a National Oil Company and Premier Public Sector Undertaking of Govt. of India engaged in exploration, production & transportation of hydrocarbons intends to hire Directional Drilling Services including MWD with Gamma Services, etc. as detailed herein below at site for drilling three (3) exploratory wells in the state of Mizoram (NELP Block: MZ-ONN-2004/1). Relevant information of all five wells in the state of Mizoram are furnished herein under clause No. 4.0 "Proposed Casing Program".
- 2.2 The three (3) wells are expected to be completed within a period of two (2) years from the date of mobilization at site. The successful bidder shall be required to deploy suitable tools/equipment complete with all accessories and competent personnel to carry out the jobs as envisaged herein and required for successful & uninterrupted execution of the intended operations at site.

3.0 PROJECT INFORMATION:

As per the committed Minimum Work Program (MWP) to the Govt. of India, Oil India Ltd (OIL), being the Operator in its NELP-VI block (MZ-ONN-2004/1), has to drill the wells within the stipulated time frame. A charter hire drilling rig package of 2000HP (minimum) capacity with an ETP (Effluent Treatment Plant) will be deployed to drill the exploratory wells at various sites within the NELP block in the state of Mizoram, India.

3.1 BRIEF DESCRIPTION OF AREA :

Mizoram has the most variegated hilly terrain in the eastern part of India with 21 hill ranges of different altitudes (maximum altitude of around 1800m 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 center 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.

Like all other states in North east 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 which 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.

3.2 **COMMUNICATION TO THE BLOCK :**

The block: MZ-ONN-2004/1 is situated in the state of Mizoram in India and covers an area of 3213 sq km. Aizawl is the Capital town of Mizoram and is connected to 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 is 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

3.3 **BRIEF GEOLOGY OF THE AREA:**

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.

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.

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 sub-ducted 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. Multiple phases of folding, high degree of shearing, bed overturning and thrusting were recorded during the field investigation. From the overall evidences, high angle of subsurface formation dips (ranging from 0-51 degree) are anticipated in the area.

3.4 **ANTICIPATED PORE PRESSURE & TEMPERATURE:**

The anticipated pressure profile for Mizoram drilling is nearly hydrostatic. However, at depth, more than 2500 to 3000 m downwards, high pressure may

be expected. Maximum pressure at a depth at around 4500 to 5500 m is expected to be in the range of around 6000-9500 psi (based on seismic data).

The maximum bottom hole temperature is expected to be in the range of (80-120°C) upto a depth of 5000 m (based on ONGC drilled well: Hortoki#1 where BHT at 3600 m = 110°C).

4.0 PROPOSED CASING PROGRAM (subject to change): The tentative casing/hole policy for the proposed exploratory wells are shown below:-

Casing (Buttress Threaded & Coupled)			Hole Size (inch)	Approximate Shoe Depth (mtrs.)		
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 5.1/2” oil string casing then the well will be completed by running 7” (29 ppf x N-80 / P-110 x BTC) liner.

5.0 SCOPE OF WORK:

- i) OIL INDIA LIMITED (OIL) intends to hire Vertical Drilling System (VDS) with Conventional as well as with Motorized Rotary Steerable system (RSS), MWD with Gamma, Surface equipment for communicating with the tool by mud pulse telemetry, etc. with suitable Equipment, Tools & all required software / hardware / fittings and competent manpower for a period of two (2) years with a provision for extension by maximum one (1) year or part thereof at the same rates, terms and conditions at the discretion of the Company. The Contractor shall provide their service as detailed below.
- ii) The Scope of Work involves details of services to be performed by the Contractor including supply of materials as envisaged, details of Tools / Equipment & Personnel to be deployed by the Contractor. However, quantum of job may vary depending upon drilling activities to be taken up by the Company during the course of the contract and needs to be attended by the Contractor. The Contractor following mobilization of crew and tools/equipment etc., will be required to provide the intended services as desired by the Company as and when required in line with the contractual provisions.
- iii) The Contractor must be in a position to mobilize their requisite resources to take up the first job under the contract at the designated well site in Mizoram, India within **sixty (60) days** of receipt of letter of award (LOA) or initial Mobilization Notice from Company.
- iv) The Vertical Drilling System with Conventional as well as with Motorized Rotary Steerable system and MWD system with Gamma will be used for drilling vertical wells. The system should be suitable for drilling 17¹/₂”, 12¹/₄” & 8¹/₂” holes with following limitations:
 - Suitable to operate in water based Bentonite suspension mud or polymer based mud.
 - Flow Rate Range – 300 to 1500 US GPM

- Max. allowable stand pipe pressure – 5000 PSI (for VDS with conventional RSS) and 7500 PSI (for VDS with motorized RSS).
 - Max. allowable handling capacity of solid control equipment – 1000 US GPM.
 - Max. bottom hole temperature – 140 degree centigrade (at 5500 mts.)
 - Formation pressure at around 4500 m to 5500 m is expected to be between 6000-9500 PSI.
 - MWD recorder (for Gamma) within 18 mtrs. or less from bit (for VDS with conventional RSS) and within 21 mtrs. or less from bit (for VDS with motorized RSS).
 - Near bit inclination measurement within 3 mts. or less from bit.
 - Capable to maintain verticality within 1 degree or less.
- v) At any point of time there may be simultaneous operation at two different locations at Mizoram. In such case the contractor should be in a position to mobilize additional set of tools and personnel (both DDE & MWDE) for successful execution of both the jobs under the same rate, terms & conditions, etc. stipulated in this tender.

6.0 DETAILS OF SERVICES TO BE PROVIDED BY THE CONTRACTOR:

The Contractor is required to provide services described herein, but not limited to the under noted activities only (All tools/equipment will be subjected to interim de-mobilization and interim re-mobilization based on drilling operations at the discretion of the Company):

- (i) To provide VDS + MWD System for drilling 17½”, 12¼” and 8½” holes with real time directional and Gamma in the system as complete package.
- a) System should have two way communication system i.e. real time up link and down link facility with mud pulse telemetry. Down linking facility can be provided either by a separate skid mounted unit or by flow rate change of mud pumps. System should responds to downlink command given from surface in real time and should perform desired command down hole. System to transmit data from down hole in real time on continuous basis.
 - b) System should be able to drill cement, float collar, float shoe and formation.
 - c) MWD system should be able to record Directional and Gamma measurement and MTF/GTF switch should be Programmable at surface. Measurement accuracy of the tool should be TF +/- 1.5 deg, AZ +/- 1.5 deg, INC +/- 0.2 deg or better and Gamma Ray 0-250 API.
 - d) Collar based MWD tools to be provided. Collar Based MWD tools should be collar specific, i.e. for different collar sizes, outside diameter of sensors are different except of directional sensor. All sensors (except Directional Sensor) of MWD tool should be shrink fitted or part of the collar. Rate of data transmission should be more than 2 bits per second. The bore must be empty with no probe except for the directional part. Mud must be able to passed through the inserts (i.e. Battery pack, Gamma pack, Electronics etc.) at Flow rates 600-1200 GPM for 17.1/2” & 12.1/4” holes and 350 – 700 GPM for 8.1/2” hole. MWD Tools with same size of probe fixed mechanically (fixed collar/

collar mounted) for different collar sizes are not to be considered as collar based tools, Probe based tools are not acceptable.

- (ii) The Contractor/Service provider shall engage two experienced Directional Drilling Engineers and two experienced MWD Engineers (one Engineer from each category on 12 hourly shift basis at site) for carrying out round the clock drilling operations at company's designated well site(s). Personnel will be subjected to interim de-mobilization and interim re-mobilization based on drilling operations at the discretion of the Company.
- (iii) The Directional Drilling Engineers / MWD Engineers shall be responsible for (but not limited to) the following activities:
 - a) Prepare drilling plan and program.
 - b) Establish co-ordination with Rig-Manager of the rig and Company representative deployed in the fields.
 - c) Run, maintain and manage the VDS + MWD system efficiently for different hole sizes.
 - d) Submit daily progress report (shift wise) to the Company Representative at the Drilling Rig site.
 - e) Maintain adequate stock and inventory of tools and spares at site to perform uninterrupted operations as per the Drilling program.
 - f) Ensure adequate spares for all the equipment and tools are available at site to carry out any repairs without downtime.
 - g) Submit compiled report on completion of each hole section with VDS + MWD and thereafter, a comprehensive report of drilling operations (with VDS + MWD) on completion of a well consisting of the following:
 - Analyze and recommend optimum parameters for future wells.
 - A detailed list of tools used in each hole section.
 - A detailed study on the problems encountered and mitigation strategies.
 - Recommendation for future directional / vertical drilling based on the lesson learned and its analysis.
- (iv) To drill 17½" hole using VDS + MWD system from around 250 mtrs. to 1200 mtrs./1800 mtrs. (depending on casing setting depth as decided by the company) Including drilling of float collar, cement, float shoe & formation. After completion of drilling, company will arrange to run 13⅜" isolation casing & cement the same.
- (v) To drill 12¼" hole using VDS + MWD system from around 1200 mtrs./1800 mtrs.(as the case may be) to 3200 mtrs./3500 mtrs. (depending on casing setting depth as decided by the company) Including drilling of float collar, cement, float shoe & formation. After completion of drilling, company will arrange to run 9⅝" intermediate isolation casing & cement the same.
- (vi) To drill 8½" hole using VDS + MWD system from around 3200 mtrs./3500 mtrs. (as the case may be) to target depth of around 4000 mtrs./5000 mtrs. (depending on casing setting depth as decided by the company) Including drilling of float collar, cement, float shoe & formation. After completion of drilling, company will arrange to run 7" liner or 5½" oil string casing (as the case may be) & cement the same.

- (vii) In case of any conventional coring (arranged by the company) in any aforesaid hole section. Contractor may have to correct and bring back the hole to its original path on resuming drilling after the coring operation if required.
- (viii) To carry out side tracking operation (in either of 17½” or 12¼” or 8½” holes) using the same set of tools in case the need arises due to any down-hole problems.
- (ix) To provide all necessary equipment & personnel for carrying out drilling successfully & recording all data generated during the operation.
- (x) To maintain and service all tools / equipment belonging to Contractor and thus avoid downtime. VDS + MWD System shall be available in operational condition during the period of the Contract.
- (xi) To carry out the mobilization and demobilization (including interim mobilization and demobilization) of their tools / equipment and personnel to and from the designated locations in Mizoram.
- (xii) To carry out installation & commissioning of required facility in each designated drilling location.
- (xiii) To carry out ILM (Inter-location Movement) for all their items / tools / equipment / consumables / personnel to forward locations.
- (xiv) To carry out dismantling of Contractor’s facility & demobilization of the same upon receipt of demobilization (or interim demobilization) notice from the Company.

Notes:

- B. In order to provide above services, the Contractor shall mobilize their tools / equipment/consumables/personnel/experts. The Contractor personnel will be required to liaise with Company Representative on regular basis for collecting relevant data as the well operation progresses. The Contractor’s personnel to be deployed at well site shall be required to plan and execute above activities as per instructions given by the Company Representative from time to time.
- C. The Contractor shall be solely responsible for the operation of their equipment including but not limited to the rigging up, testing, running-in, carrying out drilling, pulling-out and rigging down of equipment on Company’s hired 2000 HP land drilling rig.
- D. The wells are planned to be drilled either with Water based or Polymer based Mud system.
- E. The Contractor has to make all arrangements and take necessary precautions for maintaining the desired well path.

7.0 EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR:

Contractor shall deploy the following tools / equipment at well site, complete in all respect & in ready to use condition as notified.

7.1 Vertical Drilling System (VDS) with Conventional Rotary Steerable System (RSS) and Measurement While Drilling (MWD) System with Gamma:

- a) One (1) set of VDS + MWD suitable for drilling 17½” hole should consist of minimum two nos. each (i.e. one operating & one backup) including but not limited to the following:
 - i) VDS with conventional RSS
 - ii) MWD with Gamma

- iii) Non-magnetic Drill Collar (NMDC)
 - iv) Drilling Jar (Hydraulic/Hydro- Mechanical with min. drift diameter of 2.5")
 - v) Stabilizers
- b) One (1) set of VDS + MWD suitable for drilling 12¼" hole should consist of minimum two nos. each (i.e. one operating & one backup) including but not limited to the following:
- i) VDS with conventional RSS
 - ii) MWD with Gamma
 - iii) Non-magnetic Drill Collar (NMDC)
 - iv) Drilling Jar (Hydraulic/Hydro- Mechanical with min. drift diameter of 2.5")
 - v) Stabilizers
- c) One (1) set of VDS + MWD suitable for drilling 8½" hole should consist of minimum two nos. each (i.e. one operating & one backup) including but not limited to the following:
- i) VDS with conventional RSS
 - ii) MWD with Gamma
 - iii) Non-magnetic Drill Collar (NMDC)
 - iv) Drilling Jar (Hydraulic/Hydro- Mechanical with min. drift diameter of 2.5")
 - v) Stabilizers

7.2 Vertical Drilling System (VDS) with Motorized Rotary Steerable System (RSS) and Measurement While Drilling (MWD) System with Gamma:

- a) One (1) set of VDS + MWD suitable for drilling 17½" hole should consist of minimum two nos. each (i.e. one operating & one backup) including but not limited to the following:
- i) VDS with motorized RSS
 - ii) MWD with Gamma
 - iii) Non-magnetic Drill Collar (NMDC)
 - iv) Drilling Jar (Hydraulic/Hydro-Mechanical with min. drift diameter of 2.5")
 - v) Stabilizers
- b) One (1) set of VDS + MWD suitable for drilling 12¼" hole should consist of minimum two nos. each (i.e. one operating & one backup) including but not limited to the following:
- i) VDS with motorized RSS
 - ii) MWD with Gamma
 - iii) Non-magnetic Drill Collar (NMDC)
 - iv) Drilling Jar (Hydraulic/Hydro-Mechanical with min. drift diameter of 2.5")
 - v) Stabilizers
- c) One (1) set of VDS + MWD suitable for drilling 8½" hole should consist of minimum two nos. each (i.e. one operating & one backup) including but not limited to the following:
- i) VDS with motorized RSS
 - ii) MWD with Gamma
 - iii) Non-magnetic Drill Collar (NMDC)
 - iv) Drilling Jar (Hydraulic/Hydro- Mechanical with min. drift diameter of 2.5")
 - v) Stabilizers

7.3 Surface Unit / Tool:

- a) One (1) surface unit / tool with all required fittings, hardware & software, suitable for two way communication from surface to bottom & vice versa.
- b) Surface system should be complete with a surface unit of positive pressurized with all safety requirements along with computers, 21" LCD color monitor, color printers and all other necessary accessories like signal pressure transducers, precision depth assembly and MWD logs in real time.
- c) Data to be recorded in real time as well as in memory mode. System should be able to provide raw as well as processed data. Data to be provided in electronic media (PDS, PDF, LASS and standard industry format like DLIS / CLIS) in CD / DVD. System to have capability to retrieve data in memory mode at the site. Unit should have provision for data compression feature and security protection as per prevalent Oil Industry standards

NOTES:

1. ***The bidder must provide detailed specification of all equipment / tools along with technical literature / drawings, etc. indicating the various features available in their system. The bidder should also indicate limitations of their tools / sensors such as temperature, pressure and discharge limitations with ability to pump LCM materials in mud loss conditions through the tool.***
2. ***Tools/equipment deployed shall be of the latest versions/technologies, so that, the project can be completed in the shortest possible time and execution of the job shall be of state of art & technology.***
3. ***Any special Fishing equipment other than standard fishing equipment viz. overshot, spear, etc. for the above VDS + MWD system should be the bidder's responsibility.***
4. ***Bidder should provide all associated equipment for the VDS + MWD system of each hole size such as drill pipe strainers, non-magnetic drill collars, sufficient quantity of cross-over subs to connect the contractor's system to the drill string and any other tools/equipment not listed above but required for carrying out the operation smoothly.***
5. ***The bidder should also provide back-up tools/equipment with sufficient spares to keep the tool in good working condition for smooth operation all the time.***
6. ***All tools/equipment will be subjected to interim demobilization & re-mobilization at the discretion of the company.***
7. ***For information & preparedness following drill string components with indicated connections will be used by the service provider of 2000 HP drilling rig:***

Drill String Component	Size	Connection Size & Type
Drill Pipes	5" OD x 19.5 PPF x Gr. 'G' & 'S'	NC 50 (4½ API IF) box-up x pin-down
Heavy Weight Drill Pipes	5" OD x 3" ID x 49.5 PPF	6½" OD x NC 50 (4½ API IF) box-up x pin-down
Drill Collar	9½" OD x 3" ID	7⅝" API Regular box-up x pin-down
Drill Collar	8" OD x 3" ID	6⅝" API Regular box-up x pin-down
Drill Collar	6½" OD x 2.13/16" ID	NC 46 (4 API IF) box-up x pin-down
Rock Bits	17½"	7⅝" API Regular Pin
	12¼"	6⅝" API Regular Pin
	8½"	4½" API Regular Pin

8.0 DETAILS OF PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

REQUIREMENT OF PERSONNEL:

- **Directional Drilling Engineers (DDE)** : 2 (Two)
- **MWD Engineers (MWDE)** : 2 (Two)
- a) The bidder shall engage two Directional Drilling Engineers having experience in operating & handling VDS with conventional &/or motorized RSS and two experienced MWD Engineers (i.e. one Engineer from each category on 12 hourly shift basis at site) for carrying out round the clock drilling operations at respective well site(s).
- b) If Contractor deploys more personnel than what has been stated above towards performance of any specific job at well site during the currency of the contract, Company will not pay for such additional manpower.
- c) The personnel should be deployed at site on continuous 24 hours a day **on call out basis**. The on-off pattern of rig personnel must comply with The Mines Act 1952 / The Oil Mine Regulation 2017 with latest amendment.
- d) ***Interim de-mobilization & re-mobilization for personnel will be applicable at the discretion of the Company.***
- e) The above personnel at designated drilling location will be the overall in-charge on behalf of the Contractor and will be responsible for all operations assigned under the contract to the Contractor by Company as per the scope of work.
- f) The above personnel will coordinate with Company Representative for designing & carrying out the operation successfully.
- g) The bidders are requested to propose more than two personnel against each category, out of which the two under each category selected/approved by Company shall only be deployed for execution of this contract. The **bio-data** (as per **Appendix-II** in PART-2) of all offered personnel proposed to be deployed should be submitted.
- h) The Contractor shall provide the required PPE (Personal Protective Equipment) as per DGMS/OISD to all his personnel at his own cost.
- i) Company will provide boarding & lodging facility at site for only four personnel free of charge.
- j) **Medical Fitness:** The Contractor shall ensure that all of the Contractor's Personnel shall have had a full medical examination (by a qualified and registered doctor) prior to commencement of the operation and **the certificates of all such personnel in form 'O' of The Mines Act 1952 should be submitted by the contractor**

9.0 SAFETY COMPLIANCE:

The Contractor / Service Provider shall have to comply with the applicable, standard and prevailing provisions of the Mines Act 1952, Mines Rules 1955, OMR, OISD (Oil Industry Safety Directorate) guidelines and MoEF (Ministry of Environment and Forest) and Central/ State Pollution Control Board's directives of India.

- i) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where

- it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
- ii) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
 - iii) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
 - iv) The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
 - v) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
 - vi) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
 - vii) It will be entirely the responsibility of the Contractor to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company representative / rig manager / rig superintendent / Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
 - viii) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
 - ix) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
 - x) The contractor shall have to report all incidents including near miss to company representative / rig manager / rig superintendent / Installation Manager.
 - xi) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
 - xii) If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

- xiii) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- xiv) The health checkup of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. **The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.**
- xv) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- xvi) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- xvii) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- xviii) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- xix) In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- xx) When there is a significant risk to health ,environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- xxi) The contractor should frame a mutually agreed bridging document between OIL& the contractor with roles and responsibilities clearly defined.
- xxii) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.
- xxiii) Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests, etc. as may be required by Company at prescribed intervals.
- xxiv) Documentation, record keeping of all safety practices should be conducted as per international/ Indian applicable laws, act, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.

END OF SECTION – II

PART-3

SECTION-III

SPECIAL TERMS AND CONDITIONS

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

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

2.0 PROVISION OF PERSONNEL AND FACILITIES:

- 2.1 The Contractor shall provide two (2) Directional Drilling Engineer and two (2) MWD Engineers to ensure uninterrupted & successful drilling in the well as per provision of this contract.
- 2.2 The personnel to be deployed by the Contractor for job execution at site must have the requisite experience & qualifications as detailed herein and should be fluent in English language. On Company's request, Contractor shall remove and replace any of their personnel whose presence is considered undesirable in the opinion of the Company at their own expenses.
- 2.3 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, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.
- 2.4 Company will provide accommodation, food and preliminary first-aid services at well site free of charge to the two Directional Drilling Engineers and two MWD Engineers only.

- 3.0 LABOUR:** The recruitment of the labour, if any shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation & Abolition) Act, 1970.

- 3.0 SAFETY& ENVIRONMENT:** Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines Act, Oil Mines Regulation Act 2017, guidelines of OISD, CPCB, SPCB and MoEF & CC and CEA Regulations (2010) safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of chemicals at all times..
- 3.2 Contractor shall provide the Personal Protective Equipment (PPE) to their personnel and ensure strict use.
- 3.3 Safety and security of Contractor's resources including equipment, materials & stores will be the sole responsibility of the Contractor. Company will not

handle/operate any of Contractor's equipment and materials at site with or without permission, unless it is considered otherwise necessary to safeguard life/property.

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

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

5.0 OBLIGATION OF THE CONTRACTOR:

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

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

5.3 Contractor shall arrange for inland transportation of all tools, equipment, etc. from the port/yard to the place of work and back at the end of the work at their own expense. Contractor shall carry sufficient stocks of these items for uninterrupted operation throughout the contractual period.

5.4 Contractor shall keep their equipment in good working order all throughout.

5.5 In case the Contractor imports the tools, equipment, etc. on re-export basis, the Contractor shall ensure for re-export of the tools, equipment, etc. and complete all documentation required. Company will issue necessary certificates etc. as required.

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

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

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

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

the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below.

6.0 OBLIGATIONS OF COMPANY:

- 6.1 Company shall be responsible for Petroleum Exploration License (PEL) and consent to operate from appropriate authorities for carrying out the drilling operation. Administrative help will be provided by Company towards obtaining permits for the expatriates required for the operations. However, the Contractor shall make available the required details of the expatriates, for their permits, well in time.
- 6.2 Company shall organize all possible help from local Government/ Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.

Note: 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. Company will not be responsible for any damage during handling.

- 6.3 **CUSTOMS DUTY:** The Services under this Contract shall be carried out in NELP Block and therefore, imports under the Contract are presently exempted from customs duty. Company shall provide recommendatory letters to Directorate General of Hydrocarbons, New Delhi (DGH) for issuance of Essentiality Certificate (EC) to enable Contractor to import goods for providing services under this Contract at concessional (Nil) customs duty. Contractor should provide the list of items to be imported under this Contract in the format specified in **Proforma-A** for issuance of recommendatory letter to DGH. On shipment of goods as per **Proforma-A**, the Contractor shall intimate Company along with all shipping documents (with clear 20 working days' notice) for arranging Recommendatory Letter provided all the documents submitted by the Contractor are in order. However, securing EC from DGH in time shall rest on the Contractor.
- 6.3.1 However, in the event customs duty is leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in **Proforma-A** or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of customs duty shall be arranged by Company and made available to the representatives of Contractor at Calcutta within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Calcutta. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for customs duty payment shall be limited/restricted to the tariff rates as assessed by the customs on the day of clearance, or as on the last day of the stipulated mobilization period in case of clearance thereafter, on the CIF value of items in **Proforma-A** will be frozen and any increase in customs duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing customs officer and as a result any excess customs duty becomes payable, it shall be to Contractors account. Before filing Bill of entry, the Contractor must consult the Company to avoid payment of excess customs duty.
- 6.3.2 Contractor shall, however, arrange clearance of such items from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance

fees/ charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

- 6.4 The Company shall provide, if required, all necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend all assistance and necessary help to the Contractor. The Contractor will give the Company forty five (45) days advance intimation for providing Import License, if any, provided all the documents submitted by the Contractor are in order.

- 7.0 COMPLETION OF DEMOBILIZATION:** Demobilization shall be completed by Contractor within 21 days of expiry/termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by Contractor except consumables and spares, which were consumed during the course of job execution under the contract. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills. In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearance in India, then Contractor shall be fully liable for payment of the custom duty.

8.0 LOSS OF SUB-SURFACE EQUIPMENT:

Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence and wilful misconduct on the part of the contractor for loss to the contractor's sub-surface tool/equipment in hole below rotary table.

For such claims contractor shall notify Company within one month of occurrence and shall furnish the List of the Equipment lost in hole.

NOTE:

For lost in hole item(s) i.e. in 17½", 12¼" and/or 8½" hole sizes, for which LIH values are considered for evaluation, maximum payment shall be restricted to item wise quoted LIH value.

9.0 RADIO ACTIVE SOURCES

OIL acknowledges that it is aware of the radioactive sources used in Operations by the Contractor are potentially dangerous both to humans and animals and that, should any such source be lost in the well special precautions must be taken in fishing operations in order that the container of the source is not broken or damaged, and that such source if not recovered must be isolated by cementing it in place or by some other appropriate means; and OIL by requesting the Contractor to perform any service involving the use of radioactive material accepts the possibility of such risks and agrees that the Contractor shall not be liable or responsible, except in case of willful misconduct and or Gross Negligence on the part of the Contractor, for any injury to, or death of, persons or damage to property (including but not limited to, injury to or loss of a well or reservoir), or any other loss or damage whatsoever, direct or consequential, irrespective of the cause, whether caused by the Contractor's personnel or Equipment or otherwise, arising from or in any way connected with the use or placing by the Contractor of radioactive material in a bore hole, and OIL agrees that it shall absolve, indemnify and hold the Contractor harmless except in case of willful misconduct and or Gross Negligence on the part of the Contractor from and

against all liability for any and all losses, costs, damages and expenses incurred or sustained by OIL or any other person resulting from any such use of radioactive material. The Contractor shall provide OIL complete information on the construction of radioactive sources, pressure vessels and shields and certificates on usability and safety. The Contractor shall not use any material which is not certified by the International Atomic Energy Agency (I.A.E.A) for use under the conditions prevailing in the well.

10.0 DATA HANDLING AND LIABILITY

Company warrants and represents that it is the owner or licensee of any data that will be provided to Contractor and that it has the right to disclose data to Contractor. Company expressly agrees that Contractor shall only be provided with copies of data and agrees that Company shall retain all originals and/or backup copies of any data provided to Contractor. Contractor shall have no liability whatsoever for any loss or damage to the data.

11.0 CONFIDENTIALITY:

a) 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.

b) However, the above obligation shall not extend to information which

1. is, at the time of disclosure, known to the public;
2. lawfully becomes at a later date known to the public through no fault of Contractor;
3. is lawfully possessed by Contractor before receipt thereof from Company;
4. is disclosed to Contractor in good faith by a third party who has an independent right to such information;
5. is developed by Contractor independently of the information disclosed by Company; or Contractor is required to produce before competent authorities or by court order.

12.0 FISHING OPERATIONS:

In the event of any of the Contractor's Equipment is lost / stuck in the well or at Site, then the Company shall, at its expenses, attempt to recover or retrieve the same, irrespective of cause.

As and when the Company decides to fish for any of the Contractor's Equipment, then the Company shall have full responsibility and liability for such Operations but the Contractor shall render assistance in an advisory capacity at all times in connection with such fishing operations.

It is expressly understood between the Parties that the Contractor's personnel are not authorized or entitled to do anything other than to advise the Company in connection with such fishing operations and about any fishing tools which may be furnished by the Contractor at the Company's request. Furnishing of such fishing tools is solely as accommodation to the Company and the Contractor shall not be responsible or liable for any loss or damage which may result with the use of such tools or by reason of any advice or assistance provided to the Company by the Contractor or its personnel regardless of the cause of such loss.

END OF SECTION – III

PART-3

SECTION - IV

SCHEDULE OF RATES

The bidder shall quote the rates/prices in their **Price Bid** strictly as per **PROFORMA-B**. The quantity/parameter/No. of Days etc. shown against each item in the Table is tentative and valid for Bid Evaluation purpose only. Payment to the successful Bidder/Contractor shall be made on the basis of actual utilization/work done. All "DAY RATE" charges shall be quoted for 24 hours a day basis. But, for part of a day, the same shall be payable on pro-rata up to the nearest hour basis. Commercial evaluation of Bids to establish inter-se-ranking of all technically qualified bidders will be done based on the rates/charges quoted in the Table only.

1.0 MOBILISATION CHARGES (TOOLS/EQUIPMENT):

- i) The initial Mobilization charges as lump sum amount against one (1) set of tool/equipment for particular hole size (consisting of two nos. each of identical items i.e. one no. each for operations and one no. each for standby/backup purpose) will be payable when all equipment/tools (free of defects/encumbrances) and operating personnel are positioned at Company's designated site and duly certified by the Company representative regarding readiness of the equipment & personnel to undertake / commence the work assigned under the contract.
- ii) Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize their tools/equipment to the first location and should include all duties including all local and foreign taxes, port fees/charges including demurrage (if any) and inland transport to the operation base etc. (on the items declared in Proforma-A), except customs duty, which will be to OIL's account, if applicable.
- iii) Company will issue Recommendatory Letters on the basis of requisite documents to be provided by the Contractor for import of items at least 20 days in advance, if envisaged in **PROFORMA-A**, for Contractor to obtain necessary Essentiality Certificates (EC) from the Directorate General of Hydrocarbon (DGH), India to avail nil/concessional Customs Duty. However, securing EC and payment of port rent, demurrage etc. and clearance of goods through Indian Customs will exclusively rest on the Contractor.
- iv) Mobilization charge will not be released on the basis of arrival of individual tool/equipment, although there will be individual mobilization charge (lump sum) for tool/ equipment of particular hole size (described in the above schedule of rates). Mobilization will be considered to be completed only after following conditions from (a) to (f) (without any exception) are met with.
 - a) All tools & equipment (surface & sub surface) as per contractual obligation (technical Spec. & quantity wise) arrive at OIL's designated site.
 - b) Tool/Equipment arrive at OIL's designated site as per "General Terms and Conditions of Contract" in Section-I, for commencement of operation in the first designated location.
 - c) All relevant documents (technical specification, drawing, vintage, Make, Model etc.) of each & every tool & equipment are made available (as per contractual obligation) by Contractor for scrutiny by OIL.
 - d) All relevant documents are found to be technically acceptable by OIL on scrutiny.

- e) Company issues acceptance / clearance certificate for all tools & equipment in writing. This "acceptance / clearance" certificate will be provisional in nature till performances of tool / equipment are established in operation.
 - f) Mobilization charges will be payable for tool / equipment of particular hole size (i.e. one set consisting of identical operating & standby/backup tools). However, each down hole tool / equipment should have sufficient number of back- up tool / equipment/spares/consumables for ensuring un-interrupted drilling activity.
 - v) Mobilization of tools/equipment for any particular hole size will be on staggered basis depending upon the operational requirement. Separate mobilization notice(s) will be issued by the company accordingly.
- vi) Total Mobilization charges for all tools & equipment should not exceed 2% (Two percent) of the total contract value of services.**

2.0 INTERIM REMOBILIZATION CHARGES: (TOOLS/EQUIPMENT)

- i) Interim Remobilization Charges as lumpsum amount is payable to Contractor's tools/equipment (of particular hole size) as and when Company issues notification to this effect. Interim Mobilization will be considered to be completed only after following conditions from (a) to (c) (without any exception) are met with.
 - a) All tools & equipment (surface & sub surface) as per contractual obligation (technical Spec. & quantity wise) arrive at OIL's designated site for commencement of operation.
 - b) Company issues acceptance / clearance certificate for all tools & equipment in writing. This "acceptance / clearance" certificate will be provisional in nature till performances of tool / equipment are established in operation.
 - c) Interim Remobilization charges will be payable for tool / equipment of particular hole size (i.e. one set consisting of identical operating & standby/backup tools). However, each down hole tool / equipment should have sufficient number of back- up tool / equipment/spares/consumables for ensuring un-interrupted drilling activity.

3.0 PERSONNEL CHARGES:

A. MOBILIZATION CHARGES OF PERSONNEL TO FIRST WELL:

- i) Mobilization charges as lumpsum amount for Directional Drilling Engineers and MWD Engineers will be paid upon arrival of those personnel at Company's designated site for the first well operation under Company's notice.
- ii) Mobilization charges for Personnel will be payable when the operating personnel are at designated site and duly certified by the Company representative regarding their readiness to undertake/commence the work assigned under the contract.

B. INTERIM REMOBILIZATION CHARGES OF PERSONNEL:

- i) Interim Remobilization Charges as lumpsum amount is payable to Contractor's Personnel as and when Company issues notification to this effect.
- ii) Interim Remobilization Charges are payable to Contractor's personnel upon their arrival at Company's designated site and their readiness to carry out assigned job.

C. STAND-BY CHARGES FOR PERSONNEL:

- i) The Standby Day Rate for Personnel will be directly linked to the availability of manpower and associated equipment, tools etc. in perfectly operational conditions as per contractual assignment. Standby Day Rate for Personnel shall be payable from the day/time, the Contractor completes mobilization at the designated Rig site including installation and commissioning of their entire facilities, and duly certified by the Company Representative.
- ii) The Standby Day Rate for Personnel shall not be payable for unauthorized withdrawal or non-availability of any all Contractors' personnel /equipment /tools from site.
- iii) Stand-by day rate for Personnel shall not be payable during the operation of Tools.
- iv) Stand-by day rate for Personnel shall not be payable to Contractor in case any equipment handled by them fails to perform and the same will remain ceased until the equipment/tool is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of the Company.
- v) Stand-by day rate charges for Personnel will be payable in case of stuck-up / fishing operation (with tools below rotary table) beyond the first 48 hours (per occurrence) till the time OIL decides to call off fishing operations to recover Contractor's tool/equipment from hole and notifies Contractor accordingly

D. OPERATING CHARGES FOR PERSONNEL:

- i) The Operating Day Rate for Personnel will be directly linked to the availability of manpower and associated equipment, tools etc. in perfectly operational conditions as per contractual assignment. Operating day rate for Personnel shall be payable from the day/time the contractor's tools/equipment are lowered below the rotary table till it is pulled out of hole and duly certified by the Company Representative. No standby day rate for Personnel will be applicable during this period. Also, the operational Charges will be pro-rated to the nearest hour.
- ii) The Operating Day Rate for Personnel shall not be payable for unauthorized withdrawal or non-availability of any all Contractors' personnel /equipment /tools from site.
- iii) In case of stuck-up/fishing operation with tools below rotary table, Operating day rate Charges for Personnel shall be payable for the first 48 hours (per occurrence) beyond which only Standby day rate Charges shall be payable. Standby day rate Charges shall cease to be paid from the time company decides to call off fishing operations to recover Contractor's tools/equipment from hole and notifies Contractor accordingly
- iv) Operating day rate for Personnel shall not be payable to Contractor in case any equipment handled by them fails to perform and the same will remain ceased until the equipment/tool is put back into operating condition or

evidenced by demonstration of operation in actual tests or use to the satisfaction of the Company.

- v) In case drilling is stopped due to well activity and mud loss conditions, Operating day rate Charges for Personnel shall be applicable up to maximum of 72 hours (per occurrence), beyond which only Standby Charges shall be payable. For reasons attributable to the Company, the Contractor shall not be penalized.
- vi) Operating day rate Charges shall not be payable to MWD engineers in case of malfunctioning of MWD with Gamma tool below rotary table after surface testing (during drilling or running in) or malfunctioning of surface computer for decoding pulser transmitted data from down hole.
- vii) Operating day rate Charges shall not be payable to Directional Drilling Engineers in case of malfunctioning of VDS tool below rotary table after surface testing (during drilling or running in) or in case of decision to suspend normal operation and to pull out the drill string due to malfunctioning of MWD tool below rotary table.

E. INTERIM DEMOBILIZATION CHARGES OF PERSONNEL:

Interim Demobilization Charges are payable to Contractor's personnel as and when Company issues notification to this effect. No other Charges shall be payable to the personnel after Interim De-Mobilization notice is issued.

F. DEMOBILIZATION CHARGES OF PERSONNEL:

De-mobilization charges for Contractor's personnel will be paid upon issue of notice for de-mobilization of contractor's personnel under Company's advice. No charges whatsoever will be payable with effect from the date of notice for demobilization.

Notes (on Personnel Charges):

- (a) Standby or Operating Day Rate for Personnel shall be payable to the Contractor for deployment of following personnel under the contract on per Day of 24 hours basis at site (considering 12 hrs. shift pattern). The same is also payable on pro-rata to the nearest hour basis for part of a day, if any.**
 - (i) Directional Drilling Engineers: Two (2) (i.e. one for each 12 hrs. Shift)**
 - (ii) MWD Engineer: Two (2) (i.e. one for each 12 hrs. Shift)**
- (b) Besides above, the Contractor may engage additional personnel for maintenance or assistance in the performance of the assigned Work. However, Company will neither be responsible nor pay any charge or day rate for such additional personnel, if deployed.**
- (c) Boarding and lodging for Contractor's personnel (i.e. four only) at drilling locations will be provided by Company free of charge. First-aid facility as available at site will also be extended to Contractor's personnel free of cost. However, it will be the sole responsibility of Contractor to provide specialized medical facility, if the need so arises.**
- (d) The Contractor shall provide statutory "OFF" (as permissible) to their well site DD/MWD Engineers as per Mines Act 1952 / The Oil Mine Regulation 2017 with latest amendment and arrange for crew change from time to time at their cost. All such expenditure including en-route expenses of Contractor's personnel shall be borne by the Contractor. No extra payment whatsoever will be due from Company on this account.**

4.0 STANDBY CHARGES (TOOLS/EQUIPMENT):

- i) After the completion of mobilization of tools/equipment (for particular hole size) at the designated Rig site including installation and commissioning of their entire facilities and duly certified by the Company Representative, the Standby day rate charges on per day of 24 hours basis shall be payable for the period, the Contractor's tool /equipment (including surface unit with required hardware & software) remain standby (i.e. tools are not run below the rotary table). For part of a day, payment will be calculated on Pro-rata basis to the nearest hour.
- ii) During standby period the equipment has to be in fully operating condition. No Standby Day Rate shall be payable, if the Contractor withdraws the whole or part of the equipment or any manpower affecting operations.
- iii) Standby Day Rate Charges shall not be payable once the interim demobilization or demobilization notice is issued by the company for any tools/equipment.
- iv) Standby Day Rate Charges shall not be payable for any tool/equipment (if it fails to function in hole to OIL's satisfaction) during the period, from the day of last successful operation to the very beginning of the next successful operation only after all the tools available with the Contractor including back-up tools fails in the first run.
- v) Standby Day Rate Charges include supply of spares & consumables, replacement/maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.
- vi) Standby Day Rate for individual item (prior to operating rate) will not be applicable till complete mobilization of entire set of tool/equipment (for particular hole size) is affected as defined above under mobilization of tools / equipment.
- vii) If any of the particular tool / equipment including its back-up is/are found to be non-functional during operation in the first well thereby causing total shut down of operation, in that case neither operating day rate nor Standby day rate (both for personnel as well as for tools/equipment) will be applicable from the date of receipt of entire consignment of different tool/equipment at company's designated site. Also, the Contractor shall commit themselves to replace the defective tool / equipment & with the same specification (as per contract) within a period of 7 (seven) days.
- viii) Either Standby or operating day rate charges will be payable to any tool/equipment at any particular time provided the tool / equipment is in perfect working condition.

5.0 OPERATING CHARGES (TOOLS/EQUIPMENT):

- i) Operating Day Rate shall be payable from the day/time, the tools/equipment for particular hole size is lowered below the rotary table till it is pulled out of hole (after successful operation) and duly certified by the Company Representative. No standby day rate for that particular tool/ equipment will be applicable during this period. The operating day rate for tools/equipment shall be quoted on per day of 24 hours basis, for part of a day, payment will be calculated on Pro-rata basis to the nearest hour.
- ii) Operating Day Rate Charges shall also be paid during stuck up / fishing operation for the first 48 hours (per occurrence) beyond which only Standby day rate Charges shall be payable. Standby day rate Charges shall cease to be paid from the time company decides to call off fishing operations to recover Contractor's tool/equipment from hole and notifies Contractor accordingly.

- iii) Operational Day Rate Charges shall be payable with Tools/equipment in hole for first 72 hours (per occurrence), in case drilling is stopped due to well activity and mud loss conditions. Standby day rate Charges shall only be payable beyond 72 hours, till normal operation is resumed. For reasons attributable to the Company, the Contractor shall not be penalized.
- iv) In the event the Contractor's personnel is not available for carrying out the operation at any time during the period of contract no payment shall be made for tools/equipment for such period.
- v) Operating day rate for tools/equipment shall not be payable to Contractor in case any equipment fails to perform (below rotary table) and the same will remain ceased until the tools/equipment is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of the Company
- vi) Either Standby or operating day will be payable to any tool/equipment at any particular time provided the tools/equipment is in perfect working condition.

6.0 INTERIM DEMOBILIZATION CHARGES (TOOLS/EQUIPMENT):

- i) The interim Demobilization Charges for tools / equipment (of particular hole size) shall be payable as lump sum which shall cover all expenses of Contractor towards interim demobilization of all equipment, tools, accessories and spares & consumables thereof as specified in the Contract. Contractor shall accordingly arrange for and execute interim demobilization of their Tools/Equipment including Spare/Accessories (if any) upon receipt of notice from the Company.
- ii) All rates on Tools/Equipment (of particular hole size) shall cease to exist with effect from the day the Contractor is issued interim de-mobilization notice by the Company. No charges whatsoever will be payable with effect from the date of notice for interim demobilization.
- iii) No other charges on any account will be payable from the time the interim demobilization notice for tools/equipment is issued till interim mobilization is completed under company's advice.

7.0 DEMOBILIZATION CHARGES (TOOLS/EQUIPMENT):

- i) The final Demobilization Charges for tools / equipment (of particular hole size) shall be payable as lump sum which shall cover all expenses of Contractor towards demobilization of equipment, tools, accessories and spares & consumables thereof as specified in the Contract, from the last drilling location under the contract to Contractor's base or elsewhere (for re-export) upon completion/termination of the Contract. Contractor shall accordingly arrange for and execute demobilization of their Tools/Equipment including Spare/Accessories (if any) upon receipt of notice from the Company.
- ii) All rates on Tools/Equipment (of particular hole size) shall cease to exist with effect from the day the Contractor is issued demobilization notice by the Company. No charges whatsoever will be payable with effect from the date of notice to demobilization.
- iii) Company shall give notice to Contractor to commence demobilization. Contractor will ensure that demobilization is completed and Company's work-site is cleared-off Contractor's property within 21 (twenty one) days of notice from the Company.
- iv) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.

- v) Demobilization charges Tools/Equipment (of particular hole size) shall be paid to the Contractor after successful completion of all their contractual obligations as per provisions of the contract including re-export
- vi) Total Demobilization charges for all tools& equipment should not exceed 2% (Two percent) of the total contract value of services.**

8.0 ZERO (NIL) RATES:

Notwithstanding any provision in the contract, no charges (for tools/equipment and personnel) 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 personnel or for any other reason whatsoever attributable to the Contractor.

Zero Rate will be applicable, in case of discontinuation/suspension of normal operation (drilling or round trip) leading to pulling out of drill string due to malfunctioning of any component (related to VDS or MWD). Operating day rate for entire tools/equipment (in hole) will cease to be paid under this circumstance.

Under above circumstances, Zero rate will continue for entire tools/equipment (in hole) for the period starting with pulling out from particular depth through running in till normal (identical) operation is resumed at the same depth. However, any shut down period (such as crew shortage, machinery failure, rig repairing, local bandh, etc.) owing to OIL or other reasons (not attributable to Contractor's fault) during the zero rate periods will be appropriately deducted from zero rate period.

Selective Zero rate will be applicable only for those malfunctioning components of BHA, when normal operation (drilling or round-trip) is continued with other functional components of BHA. The Selective Zero rate for non-functional tool will continue from the time of fault detection (down hole) till the drill string is pulled out of hole after completion of normal operation. The functional components of BHA will continue to be paid operating rate under such circumstances.

9.0 FORCE MAJEURE DAY RATE: (LUMP SUM PER DAY):

- a) Upon occurrence of force majeure situation pursuant to Clause No.11.0 in "Section-I of PART-3", only the Force Majeure Day Rate shall be payable by Company, which should be restricted to maximum fifty percent (50%) of the Personnel Standby Day Rate Tools/Equipment (of particular hole size) Standby Day Rate. No other payment whatsoever will be due to the Contractor from Company under force majeure situation as above.
- b) The Force Majeure Day Rate shall be payable per 24 hours a day or part thereof on pro-rata basis to the nearest half an hour during the first fifteen (15) days period only of occurrence of force majeure situation. No payment shall accrue to the Contractor beyond the first fifteen (15) days period unless mutually agreed upon.
- c) Payment towards Force Majeure Day Rate shall not exceed 50% (Fifty percent) of the sum total of Tools/Equipment (of particular hole size) Standby Charges per day and Personnel Standby Charges per day.**

10.0 ADDITIONAL ITEMS (ON CALL OUT BASIS):

- a) Contractor will be required to mobilize additional set/no. of tools/equipment including surface unit with hardware & software and personnel during the contractual period depending upon operational requirement (of the company) at same rate, terms & conditions of original contract.

- b) Company will have the option to notify contractor to mobilize additional tools/equipment and personnel not as a package but on selective basis depending upon operational requirement. Engagement period of additional items shall be decided by the company based on operational requirement. Various charges for this additional activity under respective heading (viz. Mobilization, standby, operating, demobilization, etc.) will be payable under same rate/terms & conditions of original contract.
- c) The mobilization period for additional items (on call out basis) and personnel should be as per clause no. 2.2 under Part-3 of Section-I i.e. 'General Terms & Conditions'.

GENERAL NOTES:

- i) Bidders should categorically indicate name and address of their Indian agent and the percentage of commission involved in this contract, if any. Such agency commission should be included in the quoted rates. In case, no categorical confirmation in this regard is mentioned in the Bid, it will be construed that Indian agent commission is not involved and bids will be evaluated accordingly.
- ii) Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per **PROFORMA-A**, enclosed. PROFORMA-A should also be included in the un-priced Techno-Commercial Bid incorporating therein the item description and quantity only. No cost detail should be shown in this PROFORMA while submitting with the Techno-commercial Bid. However, all the columns of this PROFORMA, including columns for rate & CIF value, must be duly filled up for the items proposed to be imported while submitting alongwith the PRICE BID.
- iii) 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" as CIF (RE-EX).

END OF SECTION – IV

END OF PART-3

E-Tender No.: **CDG7216L18**

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable& Chemicals)
TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT.

Sr No.	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".

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

PART-4

PROFORMA - B

PRICE BID FORMAT (FOR BID EVALUATION)

DIRECTIONAL DRILLING SERVICES FOR MIZORAM

Currency:
(Please specify)

Bidders are requested to quote rates against each item. The price bids will be evaluated on the basis of rates quoted and will be compared on the total evaluated value basis for the initial three wells only.

COST OF DIRECTIONAL DRILLING SERVICES

Sl. No.	Services	Unit	Quantity (a)	Unit Rate (Currency) (b)	Total Amount (Currency) (c = a * b)
1	Tools/Equipment Mobilization Charges:				
1a	One (1) set of VDS with Conventional RSS for 17½" hole	Lumpsum	1		
1b	One (1) set of VDS with Conventional RSS for 12¼" hole	Lumpsum	1		
1c	One (1) set of VDS with Conventional RSS for 8½" hole	Lumpsum	1		
1d	One (1) set of VDS with Motorized RSS for 17½" hole	Lumpsum	1		
1e	One (1) set of VDS with Motorized RSS for 12¼" hole	Lumpsum	1		
1f	One (1) set of VDS with Motorized RSS for 8½" hole	Lumpsum	1		
1g	One (1) set of MWD system with Gamma for 17½" hole	Lumpsum	1		
1h	One (1) set of MWD system with Gamma for 12¼" hole	Lumpsum	1		
1i	One (1) set of MWD system with Gamma for 8½" hole	Lumpsum	1		
1j	One Surface unit (for MWD & VDS) including all hardware & software.	Lumpsum	1		
2	Tools/Equipment Interim Remobilization Charges:				
2a	One (1) set of VDS with Conventional RSS for 17½" hole	Lumpsum	1		
2b	One (1) set of VDS with Conventional RSS for 12¼" hole	Lumpsum	1		
2c	One (1) set of VDS with Conventional RSS for 8½" hole	Lumpsum	1		
2d	One (1) set of VDS with Motorized RSS for 17½" hole	Lumpsum	1		
2e	One (1) set of VDS with Motorized RSS for 12¼" hole	Lumpsum	1		
2f	One (1) set of VDS with Motorized RSS for 8½" hole	Lumpsum	1		

2g	One (1) set of MWD system with Gamma for 17½" hole	Lumpsum	1		
2h	One (1) set of MWD system with Gamma for 12¼" hole	Lumpsum	1		
2i	One (1) set of MWD system with Gamma for 8½" hole	Lumpsum	1		
2j	One Surface unit (for MWD & VDS) including all hardware & software.	Lumpsum	1		
3	Personnel Charges:				
3a	Mobilization, Directional Drilling Engineers	Lumpsum	1		
3b	Mobilization, MWD Engineers	Lumpsum	1		
3c	Interim Mobilization, Directional Drilling Engineers	Lumpsum	8		
3d	Interim Mobilization, MWD Engineers	Lumpsum	8		
3e	Standby Charges, Directional Drilling Engineers	Day	104		
3f	Standby Charges, MWD Engineers	Day	104		
3g	Operating Charges, Directional Drilling Engineers	Day	571		
3h	Operating Charges, MWD Engineers	Day	571		
3i	Interim Demobilization, Directional Drilling Engineers	Lumpsum	8		
3j	Interim Demobilization, MWD Engineers	Lumpsum	8		
3k	Demobilization, Directional Drilling Engineers	Lumpsum	1		
3l	Demobilization, MWD Engineers	Lumpsum	1		
4	Tools/Equipment Standby & Operating Charges:				
4a	Standby Charges for one (1) set of VDS with Conventional RSS for 17½" hole.	Day	9		
4b	Standby Charges for one (1) set of VDS with Conventional RSS for 12¼" hole.	Day	13		
4c	Standby Charges for one (1) set of VDS with Conventional RSS for 8½" hole.	Day	13		
4d	Standby Charges for one (1) set of VDS with Motorized RSS for 17½" hole.	Day	18		
4e	Standby Charges for one (1) set of VDS with Motorized RSS for 12¼" hole.	Day	25		
4f	Standby Charges for one (1) set of VDS with Motorized RSS for 8½" hole.	Day	26		
4g	Standby Charges for one (1) set of MWD system (with Gamma) for 17½" hole.	Day	27		
4h	Standby Charges for one (1) set of MWD system (with Gamma) for 12¼" hole.	Day	38		
4i	Standby Charges for one (1) set of MWD system (with Gamma) suitable for 8½" hole.	Day	39		
4j	Standby Charges for one (1) Surface unit (for MWD & VDS) including hardware & software.	Day	104		

4k	Operating Charges for one (1) set of VDS with Conventional RSS for 17½” hole.	Day	39		
4l	Operating Charges for one (1) set of VDS with Conventional RSS for 12¼” hole.	Day	85		
4m	Operating Charges for one (1) set of VDS with Conventional RSS for 8½” hole.	Day	47		
4n	Operating Charges for one (1) set of VDS with Motorized RSS for 17½” hole.	Day	109		
4o	Operating Charges for one (1) set of VDS with Motorized RSS for 12¼” hole.	Day	169		
4p	Operating Charges for one (1) set of VDS with Motorized RSS for drilling 8½” hole.	Day	122		
4q	Operating Charges for one (1) set of MWD system (with Gamma) for 17½” hole.	Day	148		
4r	Operating Charges for one (1) set of MWD system (with Gamma) for 12¼” hole.	Day	254		
4s	Operating Charges for one (1) set of MWD system (with Gamma) suitable for 8½” hole	Day	169		
4t	Operating Charges for one (1) Surface unit (for MWD & VDS) including hardware & software.	Day	571		
5	Tools / Equipment Interim Demobilization Charges:				
5a	One (1) set of VDS with Conventional RSS for 17½” hole	Lumpsum	1		
5b	One (1) set of VDS with Conventional RSS for 12¼” hole	Lumpsum	1		
5c	One (1) set of VDS with Conventional RSS for 8½” hole	Lumpsum	1		
5d	One (1) set of VDS with Motorized RSS for 17½” hole	Lumpsum	1		
5e	One (1) set of VDS with Motorized RSS for 12¼” hole	Lumpsum	1		
5f	One (1) set of VDS with Motorized RSS for 8½” hole	Lumpsum	1		
5g	One (1) set of MWD system with Gamma for 17½” hole	Lumpsum	1		
5h	One (1) set of MWD system with Gamma for 12¼” hole	Lumpsum	1		
5i	One (1) set of MWD system with Gamma for 8½” hole	Lumpsum	1		
5j	One Surface unit (for MWD & VDS) including all hardware & software.	Lumpsum	1		
6	Tools / Equipment Demobilization Charges:				
6a	One (1) set of VDS with Conventional RSS for 17½” hole	Lumpsum	1		

6b	One (1) set of VDS with Conventional RSS for 12¼” hole	Lumpsum	1		
6c	One (1) set of VDS with Conventional RSS for 8½” hole	Lumpsum	1		
6d	One (1) set of VDS with Motorized RSS for 17½” hole	Lumpsum	1		
6e	One (1) set of VDS with Motorized RSS for 12¼” hole	Lumpsum	1		
6f	One (1) set of VDS with Motorized RSS for 8½” hole	Lumpsum	1		
6g	One (1) set of MWD system with Gamma for 17½” hole	Lumpsum	1		
6h	One (1) set of MWD system with Gamma for 12¼” hole	Lumpsum	1		
6i	One (1) set of MWD system with Gamma for 8½” hole	Lumpsum	1		
6j	One Surface unit (for MWD & VDS) including all hardware & software.	Lumpsum	1		
TOTAL ESTIMATED CONTRACT VALUE OF SERVICES FOR THREE WELL IN TWO YEARS:[Sum total:1 through 6]					

7	Value for Lost In Hole Items:				
7a	VDS with Conventional RSS for 17½” hole	No.	1		
7b	VDS with Motorized RSS for 17½” hole	No.	1		
7c	MWD system with Gamma for 17½” hole	No.	1		
7d	Drilling Jar for 17½” hole	No.	1		
7e	Stabilizer for 17½” hole	No.	1		
7f	Non-magnetic drill collar (NMDC) for 17½” hole	No.	1		
7g	VDS with Conventional RSS for 12¼” hole	No.	1		
7h	VDS with Motorized RSS for 12¼” hole	No.	1		
7i	MWD system with Gamma for 12¼” hole	No.	1		
7j	Drilling Jar for 12¼” hole	No.	1		
7k	Stabilizer for 12¼” hole	No.	1		
7l	Non-magnetic drill collar (NMDC) for 12¼” hole	No.	1		
7m	VDS with Conventional RSS for 8½” hole	No.	1		
7n	VDS with Motorized RSS for 8½” hole	No.	1		
7o	MWD system with Gamma for 8½” hole	No.	1		
7p	Drilling Jar for 8½” hole	No.	1		
7q	Stabilizer for 8½” hole	No.	1		
7r	Non-magnetic drill collar (NMDC) for 8½” hole	No.	1		
TOTAL ESTIMATED VALUE FOR EVALUATION PURPOSE:[Sum total of all above:1 through 7]					

For a particular hole section, ‘One set of VDS’ with conventional/Motorized RSS (as the case may be) and ‘One set of MWD System with Gamma’– comprises all tools/equipment as specified under clause nos. 7.1 & 7.2 respectively of ‘Scope of work’ (i.e. Part-3, Section-II).

GENERAL NOTES:

- 1.0 The items referred above are to be read in conjunction with **Section-IV, PART-3 (Schedule of Rates)**. Mobilization charges & Demobilization charges must be quoted within the restricted limits as specified in the “Schedule of Rates”.
- (i) Total Mobilization charges for all tools & equipment should not exceed 2% (Two percent) of the total contract value of services.
 - (ii) Total Demobilization charges for all tools & equipment should not exceed 2% (Two percent) of the total contract value of services.
 - (iii) Payment towards Force Majeure Day Rate shall not exceed 50% (Fifty percent) of the sum total of Tools/Equipment (of particular hole size) Standby Charges per day and Personnel Standby Charges per day.
- 2.0 Bid in which the rate for any of the above services is not quoted shall be rejected. However, if no charge is involved for any of the above work, ‘**NIL**’ should be mentioned against such services.
- 3.0 The bidders are to quote above rates inclusive of all applicable liabilities, except the GST.
- 3.1 GST as applicable will be extra to OIL’s account. However, Liability of payment of Service Tax in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India, it will be Company’s liability to pay the applicable amount to competent authorities.
- 3.2 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 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.
- 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.
- Note:** Bidders offering to bring equipment/stores/materials in to India on re-exportable basis for execution of this contract shall have to re-export the same after completion of the assignment. The bidder will be fully responsible to pay the customs duty including penalty, if any, in case any such item is taken by them for use in other areas where customs duty is applicable on merit or not re-exported in due course of time provisioned herein.
- 4.0 The number of days and other parameters assumed above are only for the Bid evaluation purpose as assessed by Company. It is, however, to be clearly understood that payment will be made to the Contractor on the basis of actual number of days/parameters for which the equipment and crew are utilized during the currency of the Contract for job execution. The quoted Day Rates shall be paid in full per 24 hours a day, else on pro-rata to the nearest hour basis for part thereof.
- 5.0 **VALUE FOR LOST IN-HOLE ITEMS** shall be considered for evaluation purpose only. In case of any of the tool / equipment is lost in-hole, the maximum payment shall be restricted to item wise price quoted against these items in price bid

format (i.e. Proforma-B). **Value for Lost-in-Hole items** shall not be considered for working out total contract value for award of contract.

- 6.0 **Inter-location transportation of all tools, equipment, etc. will be the sole responsibility of the contractor. No extra charges will be payable for inter-location transportation purpose within the state of Mizoram.**
- 7.0 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The price/rate(s) quoted by the Bidders will be inclusive of all taxes 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 services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
- 8.0 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods. However, 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 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). Bidders should quote these GST component 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.
- 9.0 Please note that as per Section 171 of the GST act [Anti-Profiteering Provisions Under the GST Law], it is mandatory to pass on the benefit due to any reduction in rate of tax or from input tax credit to the consumer by the way of commensurate reduction in price.
- 10.0 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services and Cost of Chemicals(Consumables per well) including GST(CGST & SGST/UTGST or IGST).
- 11.0 OIL will prefer to deal with registered bidder 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.
- 12.0 Price Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
- 13.0 Zero% Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.

BIDFORM

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

Sub: IFB No. CDG7216L18

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 days** from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2018.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PART-4

PROFORMA - D

STATEMENT OF COMPLIANCE WITH RESPECT TO BRC

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that all the clauses of BRC as entered in the tender document shall be fully complied with.

Signature and seal of the Bidder:

Name of Bidder:

PART-4

PROFORMA – E

STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	NON-COMPLIANCE	REMARKS

We undertake that excepting above deviations all other terms and conditions of the tender document shall be fully complied with.

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 (other than the BEC/BRC), the same should be indicated here and uploaded in their Bids. If the proforma is left blank or not uploaded, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Signature and seal of the Bidder:

Name of Bidder:

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;
 - (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. CDG7216L18

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. CDG7216L18

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.

&&&&

Experience Statement of Bidder/Service Provider

Experience in providing the services of Vertical / Deviated / Horizontal Drilling using Rotary Steerable system Steerable or any other rotating / non-rotating system with MWD during last seven (7) years preceding bid closing date of the tender.

Sl. No	Contract No	Name & contact details of client	Place of operation	Well Depth with hole profile	Vertical/ Deviated/ Horizontal Section(s) with depth range(s) & hole size(s)	Start date of contract	End date of contract
1							
2							
3							
4							
5							

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

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 Depth with hole profile	Vertical/ Deviated/ Horizontal Section(s) with depth range(s) & hole size(s)	Period of contract (from-to)	Start date of contract
1							
2							
3							
4							
5							

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

ANNEXURE-II**FORMAT FOR BIO-DATA OF PERSONNEL**

1. NAME
2. ADDRESS
3. DATE OF BIRTH
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY
(In Case Of Expatriate)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATIONS:

AFFIX
PASSPORT
SIZE
PHOTOGRAPH

Sl. No.	Course completed	School/ College/ University	Year of Passing	Division/ Rank
01.				
02.				
03.				

(N.B: Please add rows if required)

8. JOB EXPERIENCE IN REVERSE ORDER:

Duration of Service		Post/Position Held	Name of the Employer	Nature of Job
From	To			

(N.B: Please add rows if required)

9. EXPERIENCE IN DEVIATED / HORIZONTAL / VERTICAL DRILLING USING ROTARY STEERABLE SYSTEM (or any other rotating or non-rotating system) WITH MWD:

Period		Name of the Employer	Place of operation	Well Depth with hole profile	Vertical/ Deviated/ Horizontal Section(s) with depth range(s) & hole size(s)
From	To				

(N.B: Please add rows if required)

NOTE: Attach copies of documents for Identity Proof, Date of Birth Proof, Proof of qualification (professional) and Medical Fitness Certificate in Form 'O' (as per Mines Act 1952).

Signature and seal of the Bidder:

Name & Designation of Bidder:

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/ Vendors/Contractors/Service Providers) for the last three (3) 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

~~~~~

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later.** Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

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

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

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

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section:10 -Other provisions**

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

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

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

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

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

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

Witness 1: .....

Witness 2: .....

Place: Duliajan  
Date.

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY /  
100% SUBSIDIARY COMPANY (As the case may be)  
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE  
AND NOTORISED)**

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

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Parent Company/ Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

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

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

For and on behalf of  
(Bidder)

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

M/s.  
Witness:  
1)  
2)

M/s.  
Witness:  
1)  
2)

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE**  
**(Delete whichever not applicable)**  
**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE**  
**AND NOTORISED)**  
**DEED OF GUARANTEE**

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

**WHEREAS**

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

M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

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

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

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

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

4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

Witness:

1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

M/s \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

Common seal of the  
Company \_\_\_\_\_

Witness:

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

### **INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE**

1. Guarantee should be executed on stamp paper of requisite value and notarised.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by the Company Secretary should be furnished along with the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed along with the Guarantee.

"Obligation contained in the deed of guarantee No. \_\_\_\_\_ furnished against tender No. \_\_\_\_\_ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject".

**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 \_\_\_\_\_ 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 **INR 9,70,00,000.00** (or equivalent **USD 14,81,368.00**) 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)

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

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.



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

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

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

M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s. \_\_\_\_\_ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

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

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

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

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

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

For and on behalf of

For and on behalf of

For and on behalf of

|          |                         |                    |
|----------|-------------------------|--------------------|
| (Bidder) | (Sister Subsidiary/ Co- | (Ultimate Parent / |
|          | subsidiary)             | Holding Company)   |
| M/s.     | M/s.                    | M/s.               |
| Witness  | Witness                 | Witness            |
| 1)       | 1)                      | 1)                 |
| 2)       | 2)                      | 2)                 |

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

**To,**

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

**SUB: SAFETY MEASURES FORTENDER NO. CDG7216L18**

**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

## **Annexure-XI**

### **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  
address  
(in legible letters)  
Stamp With Bank

\_\_\_\_\_

(Signature)  
Full name, designation and  
(in legible letters)

WITNESS NO.2

\_\_\_\_\_

(Signature)  
Full name and official address  
(in legible letters)  
Stamp

Attorney as power of  
Attorney no. \_\_\_\_\_  
Dated \_\_\_\_\_

***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**.***

**---End of Contract--**