



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

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91)374-2803549

FORWARDING LETTER

M/s _____

Sub: Tender No. CDG7562L18 for Hiring of Services for Drilling of Directional Wells with SDMM + MWD + JAR along with Personnel for a Period of 06(Six) Months in the States of Assam & Arunachal Pradesh.

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, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL’s e-procurement site for **‘Hiring of Services for Drilling of Directional Wells with SDMM + MWD + JAR along with Personnel for a Period of 06(Six) Months in the States of Assam & Arunachal Pradesh’**. One complete set of Bid Document 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 Tender (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG7562L18
(ii)	Type of Bidding	:	Single Stage – Limited Composite Bid System
(iii)	Tender Fee	:	Not applicable
(iv)	Period of Sale	:	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	:	As mentioned in Online E-tender portal
(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	:	90 days from date of Bid Closing

(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	Rs. 11,35,000.00/- or US\$ 17,300.00/-
(xiii)	Bid Security Validity	:	01.09.2018
(xiv)	Original Bid Security to be submitted	:	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(xv)	Amount of Performance Security	:	10% of the contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	Refer clause No. 2.4 of General Conditions of Contract
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization & Timely Completion	:	Refer clause No. 17.0 of General Conditions of Contract
(xix)	Integrity Pact	:	Must be filled and digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.

3.0 Integrity Pact : The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

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

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

4.2 For any clarification in regarding OIL's E-tender portal, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

5.0 IMPORTANT NOTES:

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

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents, which shall be submitted manually by the bidder in a sealed envelope superscribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and

addressed to CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam(India) :

- a) Printed catalogue and Literature, if called for in the tender.
- b) Any other document required to be submitted in original as per tender requirement.

The above documents, must be received at OIL's CGM-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the bid closing date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned in Online E-tender portal 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.
- iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) The tender is invited under **SINGLE STAGE-SINGLE BID SYSTEM (COMPOSITE 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. 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.**

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

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

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

Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

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

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

Note:

- * The "Technical Bid" shall contain all techno-commercial details **except the prices.**
- ** The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under

Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

6.0 OIL now looks forward to your active participation in the Tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(N. Sarmah)
SR. MANAGER CONTRACTS
For CGM-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 Tender No. & Type
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization & completion
- (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) Statement of Non-Compliance, (Proforma-D)
- (l) Performance Security Form, (Proforma-F)
- (m) Agreement Form, (Proforma-G)
- (n) Proforma of Letter of Authority, (Proforma-H)
- (o) Authorisation for Attending Bid Opening, (Proforma-I)
- (p) Integrity Pact, (Annexure-A1)

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

- 3.2** Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.

- 4.2** The Addendum will be uploaded in OIL's E-Tender Portal in the "**Technical RFx**" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of

their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal [“Technical RFx” under the tab “Amendments to Tender Documents”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

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

5.1 BIDDER’S/AGENT’S NAME & ADDRESS:

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

6.0 DOCUMENTS COMPRISING THE BID:

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

(A) TECHNICAL BID

- (i) Complete technical details of the services and equipment specifications with catalogue, etc as per tender requirement.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Statement of Non-compliance as per Proforma-D
- (iv) Integrity Pact digitally signed by OIL’s competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the bidder.

(B) PRICED BID

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

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

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

7.0 BID FORM:

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

8.0 BID PRICE:

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL’s E- Tender Portal in “Notes & Attachment” Tab. Unit prices must be quoted by the bidders, both in words and in figures.

8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate

taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

9.0 CURRENCIES OF BID AND PAYMENT:

- 9.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) However, currency once quoted will not be allowed to be changed.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

11.0 BID SECURITY:

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.
- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** 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, or
 - d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non Scheduled Bank of India shall not be acceptable.

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

- 11.3 **Bidders can submit Bid Security 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:
- The bidder withdraws the bid within its original/extended validity.
 - The bidder modifies/revise their bid suo-moto.
 - Bidder does not accept the order/contract.
 - Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - 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 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:

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, 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:

Please ensure to mentioned the Tender No. in the BG

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: NOT APPLICABLE

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 90** 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 90 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. 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 Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. 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 to be made to a document after uploading, the same may be deleted and such revised document are to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

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

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

15.0 SUBMISSION OF BIDS

- 15.1 The tender is processed under Single Stage – Composite 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 RFX" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. 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/Tender 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 Tender :

- i) Document required to be submitted in original as per bid document requirement.
- ii) Printed catalogue and literature if called for in the bid document.

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

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

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

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

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

17.0 DEADLINE FOR SUBMISSION OF BIDS:

- 17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

18.0 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 both the Technical & Price Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, 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 PRICED BIDS:

- 22.1 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.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

23.0 CONVERSION TO SINGLE CURRENCY:

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

24.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.

24.1 DISCOUNTS / REBATES:

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

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

24.3 LOADING OF FOREIGN EXCHANGE:

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

24.4 EXCHANGE RATE RISK:

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

24.5 REPATRIATION OF RUPEE COST:

In respect of foreign 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** above.
- 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.

29.0 PERFORMANCE SECURITY:

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

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

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

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

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

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

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

- 29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award. 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 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 the successful bidder/contractor has furnished fraudulent information / documents, the 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-A1** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be 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 Independent Monitors(IEMs) to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB/Tender at the following addresses:
- Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail : rajivmathur23@gmail.com
 - Shri Satyananda Mishra, IAS(Retd), Former CIC & Ex-Secretary, DOPT, Govt. of India; E-mail : satyanandamishra@hotmail.com
 - 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 **20%**

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) L-1 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 as Proforma J) equivalent to the amount of PBG.

END OF PART - 1

PART – 2
BID EVALUATION CRITERIA (BEC)

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

A) TECHNICAL EVALUATION CRITERIA:

The following minimum vital criteria should be strictly met by the Bidders failing which their bid/offer will be rejected:

- 1.0 The bidders shall quote for full scope of work. Bidder has to provide the following tools/equipment and services as a package:
- (i) SDMM and Services
 - (ii) MWD and Services
 - (iii) JAR and Services
- 1.1 In case, the bidder does not have all the services of their own, they can have pre tender tie-up for the services mentioned in Clause No. 1.0 under serial No. (iii), provided that the prime bidder has the services mentioned in clause No. 1.0 under serial Nos. (i) & (ii) of their own.
- 1.2 In case of pre-tender tie-up, the bidder should execute a legally enforceable MOU/ Agreement valid for entire duration of the contract including extension, if any. Copies of the pre-tender tie-up for each third party service should be furnished along with the Technical Bid clearly referring to OIL's tender document number & indicating the scope of work for technical partner of the bidder. Notwithstanding the MOU, bidder shall clearly undertake the single point responsibility of completing the project as offered by the bidder.
- 2.0 **MOBILIZATION:**
- a) Bidder to confirm mobilization of the sets of tools, equipment and personnel i.e. 02(Two) set for 12^{1/4} " hole section & 02(Two) set for 8^{1/2} " hole section within 45(Forty Five) days from issue of mobilization notice. Offers indicating mobilization time more than 45 days from the date of issuance of mobilization notice for the set of tool(s) will be rejected.
 - b) Bidder has to submit Mobilization plan alongwith the Bid showing all the details of the 45 Days mobilization plan.
 - c) Bidder to confirm that **firm** Mobilization plan will be submitted once Letter of award is issued to the successful bidder. This firm mobilization plan will have to include all tools details including serial numbers.

B. COMMERCIAL EVALUATION CRITERIA:

- 1.0 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.
- 2.0 Bids with shorter validity will be rejected as being non-responsive.
- 3.0 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.

- 4.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 5.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 6.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 7.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the TENDER have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 8.0 Bids documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 9.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 10.0 Any Bid containing false statement will be rejected.
- 11.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.
- 12.0 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.
- 13.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
 - i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety, Environment & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact

C. PRICE EVALUATION CRITERIA:

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 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate

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

- 3.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma –B**.
- 4.0 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.0 Bidders to note the following:
- i) Mobilization charges for each section shall not exceed 1% of the total quoted cost for each respective section in the Price Bid format for a period of 06(six) months. However, Mobilization charges if quoted in excess of 1% of the estimated contract cost, the excess amount shall be paid at the end of the contract.
 - ii) De- Mobilization charges for each section should not be less than 1% of the total quoted cost for each respective section in the Price Bid format for a period of 12(twelve) months. If De-mobilization is quoted in deficit or less than 1% of the estimated contract cost, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract alongwith Demobilization charges.
 - iii) Interim Mobilization charges of each section should not exceed 0.5 % of total quoted cost for each respective section in the Price Bid format.
 - iv) Interim De-mobilization charges of each section should not exceed 0.5% of total quoted cost for each respective section in the Price Bid format.
 - v) Standby charges of the section should not exceed 50% of total quoted Operating cost for the respective section in the Price Bid format.
- 6.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format (PROFORMA-B) by taking into account the summation of the following:

TOTAL ESTIMATED CONTRACT COST FOR 06(SIX) MONTHS INCLUDING ALL TAXES & DUTIES (INCLUDING APPLICABLE GST) BUT EXCLUDING BASIC CUSTOMS DUTY WHICH SHALL BE EXTRA TO OIL'S ACCOUNT,

C = A+B

C = Total contract cost for 06 (Six) Months including GST

A = Total cost of Tools, Equipment and Personnel for 12^{1/4} " hole section- 02(Two) Sets including GST

B = Total cost of Tools, Equipment and Personnel for 8^{1/2} " hole section- 2(two) Sets including GST

- (i) The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section IV / Proforma B.
- (ii) The quantities mentioned against each item in Schedule of Rate / price Bid Format are for evaluation purposes only, **payment will be made at actual consumption.**

D. GENERAL:

- 1.0 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 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.
- 3.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 4.0 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% (Basic Customs Duty 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. However, this is also subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.
- 5.0 **Purchase preference Policy (linked with Local Content) (PP-LC)**
 - 5.0.1 **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.**
 - 5.0.2 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.
- 5.1 General Note on **Purchase preference [PP] Policy**
 - 5.1.1 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match its rates with that of L-1 bidder. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder.
 - 5.1.2 Where MSE is already L-1 in the tender evaluation, contract shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
 - 5.1.3 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.
- 6.0 **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 of the provisions of the Act shall attract penal action under the Act.

END OF BRC/BEC

&&&&

Part-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

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

2.1 **EFFECTIVE DATE OF CONTRACT** : The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 **MOBILISATION/De- MOBILISATION TIME OF THE CONTRACT:** The mobilization schedule for the contract will be as under:

- i) Mobilization of Tools, Equipment and Personnel against 02(Two) set of 12^{1/4} " hole section and 02(Two) set of 8^{1/2} " hole section will be done in a phased manner as per the requirement of OIL. However, if required the contractor may be asked to mobilize all the sets at the same time during the initial mobilization itself as noted below. Mobilization shall be deemed to be completed when Contractor's Tools, Equipment and Personnel are placed at the nominated location(s) in readiness to commence Work as envisaged under the Contract and duly certified by the Company's representative.
- ii) Initial mobilization: Tools, Equipment and Personnel as per the scope of work against the hole section(s) and number of set(s) as indicated by OIL shall have to be mobilized by the Contractor within 45 (forty Five) days from the date of 1st issuance of mobilization notice against a particular Set(s).
- iii) Interim de-mobilization: Tools, Equipment and Personnel as per the scope of work against each hole section(s) as indicated by OIL shall have to be de-mobilized on

interim basis by the Contractor with immediate effect from the date of issuance of interim de-mobilization letter.

- iv) Interim re-mobilization: Tools, Equipment and Personnel as per the scope of work against each hole section(s) as indicated by OIL shall have to be re-mobilized on interim basis by the Contractor within 15 (Fifteen) days from the date of issuance of interim re-mobilization letter.
- v) Final de-mobilization: Tools, Equipment and Personnel as per the scope of work against each hole section(s) as indicated by OIL shall have to be de-mobilized by the Contractor within 21(Twenty) days from the date of issuance of final de-mobilization letter for each sets. However, no charges will be payable from the date of issue of the final de-mobilization notice.

2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects for 1st mobilization of any set(s) of any hole size as certified by the Company's representative will be treated as date of Commencement of Contract.

- i) Once the Contractor's Equipments are ready to commence services and have reached the Company's base or the Contractor's base nearest to the Site, Contractor shall issue a Notice of Readiness for Inspection to the Company.
- ii) Company shall inspect the Contractor's Equipment within 3 (three) working days' of receipt of the Contractor's Notice of Readiness for Inspection, and confirm completion of mobilization. Company Representatives inspecting the Contractor's Equipment shall notify the Contractor of any deficiency in the set of equipments, and only on removal of such deficiency, mobilization shall be complete.

2.4 **DURATION OF CONTRACT:** The contract shall be valid for a period of 06(Six) months from the Date of Commencement of the Contract with a provision for extension by another 06(Six) months at the option of OIL with same terms and conditions and at mutually agreed rates not higher than the original rates. The terms and conditions shall continue until the completion/abandonment of the last well being drilled where the individual tools/sets are being deployed nearer the time of the expiry of the Contract.

3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

- 3.1 Perform the work described in the Terms of Reference (Section-II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section IV. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours then payments shall be made on pro-rata basis.
- 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**
- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).
- 6.0 **WARRANTY AND REMEDY OF DEFECTS**
- 6.1 Contractor warrants that 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 till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the

contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

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

7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain Confidential information and data of the Contractor. Such information and data shall 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 there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 9.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/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.

- 12.4 Force majeure' rate shall apply only on Standby charges of the tools, even if tools are BRT (Below Rotary Table).
- 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 12.0 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 up to 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 up to 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 pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

Amount of Claims and counter	Period for making and publishing of
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claims(excluding interest)	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)

- b) **For technical matters**
Chief General Manager (DS)

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

OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Fax No. 91-374-2804254
Email: drilling@oilindia.in

c) **Contractor**

Fax No. :

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

16.0 **SUBCONTRACTING/ASSIGNMENT:**

16.1 Contractor shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies) except with Company's prior written consent. Except for the main drilling services under this contract, Contractor may subcontract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.2 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 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause No. 2.2 of Section - I.

Above LD will be applicable for each section separately

- LD for 12.1/4" Hole tools on the Contract Value for both the set.
- LD for 8.1/2" Hole tools on the Contract Value for both the set.

Note: For interim mobilization, LD will be applicable @ ½% of the Contract value for the left over contract period (each set).

18.2 If the Contractor fails to mobilise within 5 weeks after 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 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 (thirty) days following its expiry.

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

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 therefrom.
- 22.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors 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 or 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 Criminal Acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damage to the Company and
- (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/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

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 WITH-HOLDING: 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, and taxes or enforced savings withheld 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 unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withhold.

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 LAWS:

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.

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

- a) The Mines Act 1952 - as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) GST Act
- l) Customs & Excise Act & Rules
- m) Any other applicable Acts, Statutory Rules and Regulations.

29.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

30.0 SUBSEQUENTLY ENACTED LAWS ON TAXES:

- 30.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/ decreased cost of the works under the CONTRACT through increased/ decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/ CONTRACTOR.
- 30.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 30.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case

- this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 30.4 Notwithstanding the provision contained in clause 30.1 to 30.2 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his subcontractor/sub-sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax 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:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.
- 31.0 **ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 32.0 **WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.
- 33.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.
- 34.0 **PAYMENTS, MANNER OF PAYMENT & RATES OF PAYMENT:**
- 34.1 Company shall pay to the Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in the contract. Payment to the third party supplier(s) of the items/ consumables shall be made after receipt of goods at site at Duliajan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

- 34.2 **MANNER OF PAYMENT:** All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 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 when the entire tools, equipment and personnel are ready at site for starting the job as certified by Company representative. Payment of mobilization charges shall be made within 45 (forty five) 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 04 (four) sets of all invoices duly super scribed 'Original' and 'Copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 34.7 Payment of monthly invoices, if undisputed, shall be made within 30 (thirty) days following the date of receipt of invoice by Company.
- 34.8 Company shall within 30 (thirty) days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 34.3 above.
- 34.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 34.10 Payment of Final demobilization charges shall be made if applicable within 45 (forty five) days on receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.
- In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.
- 34.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based up to 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 SPECIFICATION

1.0 INTRODUCTION:

OIL INDIA LIMITED, (OIL), an integrated National E&P Company has been carrying out oil exploration & development activities since early fifties. Also it is engaged in production & transportation of crude oil & natural gas. OIL has major share of its E&P activities in Assam & Arunachal Pradesh besides activities in rest of India.

In order to boost up production level of crude oil, OIL intends to hire:

- Two sets of SDMM + Directional Gamma tools + Jar for 12. ¼" hole section alongwith MWD surface Unit
- Two sets of SDMM + Directional Gamma tools + Jar for 8. ½" hole section alongwith MWD surface Unit

All the above services are meant for PEL / ML areas for High-Tech Deviation drilling activity (i.e. Directional Drilling, Side Track well etc.)

2.0 AREA OF OPERATION:

- 2.1 The area of operation planned is predominantly in OIL's operational states of Assam and Arunachal Pradesh.

3.0 BROAD SCOPE OF WORK:

The Contractor shall provide the services along with all necessary equipment/tools and personnel and carryout directional drilling operations in accordance with the approved directional well plan. The approved well plan may be amended from time to time by reasonable modification as deemed fit by the company. However, the contractor shall be wholly responsible for rendering the services as per scope of work under this contract.

Under the service, the contractor shall have to provide the following services with their tools & equipments:

- 3.1 MWD tools with Positive Mud Pulse Telemetry system shall be provided under this service. The bidder should categorically confirm to this effect.

- 3.2 SDMM & MWD tools should comply with the followings:-

a) All downhole tools including surface unit must be of recent version. These tools should either be new or in case of refurbished tools - the refurbishment should not be more than 06(Six) months old. Bidder must submit relevant documents of the tools in this respect as documentary evidence before mobilization of the tools. Bidders to confirm the same. In case of brand new tools, the same will not be applicable.

In addition to the above, bidders must submit maintenance schedule and certificates against all tools as per bidders policy before mobilization of the tools under the Contract. This will be scrutinized by OIL and bidder has to confirm the same. Also bidder must furnish OEM/Authorised Sales Partner/ Authorised Dealer commercial invoices of tools and equipment for processing of essentiality certificate application and during on-hire inspection of mobilized tools-equipment.

Note: Part no. /Identification no. must be noted in the maintenance records.

- b) The bidder should provide the technical literature/catalogue for the offered SDMM + MWD + Jar.
- c) The bidder shall provide Calibration certificate of MWD tool before mobilization showing Inclination, Azimuth, Tool face & Dip angle accuracies as applicable. Calibration certificates for accuracy of Measurement should not be more than 6 months old. Incase the certificates are of 01(One) year validity, the same is also acceptable. Bidder needs to confirm the same.

3.3 **Tools and Equipments:**

SDMM + MWD with accessories to be provided for drilling directional well using directional and Gamma ray tool in the system as a complete package. System should be capable of building, holding and dropping well angle (DLS not less than 3 deg). System to be complete with one surface unit with necessary computers, monitors printers, plotters , Internet connection for reporting well reports directly from well site etc and other equipments as necessary to execute the job.

- i. One set of tools & equipment shall consists of one surface unit(work station), 1 string of SDMM with Stabilizers & Accessories + one Directional MWD with Gamma Ray tool + one Drilling Jars + accommodation bunk for each size hole section. MWD with other accessories and other directional tubular required for the Section (i.e. NMDC, UBHO, Float Sub etc shall have to be supplied by the bidder if required). BIDDER has to bring sufficient number of back up tools for uninterrupted operations. Servicing of tools will be allowed at no workload period.
- ii. Service of SDMM Directional Drillers and MWD Engineers are to be provided for execution of drilling program as per plans of OIL. Minimum two directional drillers and minimum two MWD Engineers are required to be provided always against each set.
- iii. All section hole will be planned and drilled by the Contractor with the help of SDMM in consultation with OIL.

4.0 **WORK SCHEDULE :**

The Work schedule will consist of the following steps:

Contractor shall confirm to provide the following services for drilling of directional well:

- I) Directional Drilling Service.
- II) SDMM Equipment with Stabilizer & Service.
- III) MWD Equipment & Service for Directional & Gamma Measurement.
- IV) Drilling Jar with services.
- V) MWD surface unit for each set.

NOTE:

- i. The kick-off point will be decided by OIL in consultation with the Contractor. Thereafter, it shall be the responsibility of the Contractor to drill the curve section of hole till target depth is achieved.
- ii. Contractor should have adequate maintenance facility for their tools & equipment .
- iii. Drill String available with "OIL" for Drilling in 12. ¼" & 8. ½".
These details are furnished in **Annexure-B**.

5.0 The contractor is required to comply with following specified requirements:

- i) To provide all X-over subs required in between Contractor's drill string to Company's drill string and any other X-over required for MWD assembly is to be identified and furnished by the Contractor.
- ii) To provide the backup tools/equipment with sufficient spares & consumables to keep the tools in good working condition for smooth operation all the time.
- iii) To provide detailed specification of equipment/sensors along with catalogue and also all the features available in their MWD system. The Contractor should also indicate the 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; the equipment & sensor must perform accordingly.
- iv) The Contractor shall keep fishing tools including spares required for Contractor's non standard equipment/ tools, if any.
- v) The minimum drift diameter of Hydro-Mechanical/Hydraulic Jar for 8.1/2" Hole should be 2.5" - 2.75".
- vi) Specialized Tools: All crossover subs required from operator's drill string to Contractor's drill string and any other special crossover etc. including Non magnetic drill collar are to be identified and furnished by the Contractor. Any other specialized tools, required for smooth execution of the Contract shall be responsibility of the Contractor.
- vii) Any bidder not quoting for all the services as per the Scope of work will be considered non responsive.

6.0 **DETAILS OF EQUIPMENT & SERVICES REQUIREMENT DETAILS :**

The Contractor shall confirm to provide the following services:

(i) **Well Planning Services:**

OIL will designed the well plan and share the same along with other data. Contractor shall accept the plan prior to start of directional drilling. However, contractor may suggest anticipated Torque & Drag, hydraulics and anti-collision for such plan.

If required, well plan may be re-viewed in consultation with the contractor to sort out any kind of well trajectory issues. In that case, the re-viewed plan must be accepted by the contractor.

(ii) **MWD equipment along with Surface Equipment and Services :**

The contractor shall confirm to provide one complete set of MWD (Measurement While Drilling) System which can be collar base / probe base .The MWD system should be based on positive pulse, mud telemetry for drilling(12. ¼", 8.1/2") hole as per requirement of OIL provided in the MWD specifications at Annexure # C, along with cross-over subs, Non Magnetic Drill Collars, Float Subs with all sets of electronic packages, surface computers and other accessories along with sufficient spares required for continuous real time monitoring of tool face, inclination, direction (azimuth) and Gamma while drilling (12. ¼", 8.1/2"). The Contractor shall provide the expert operating personnel along with the equipment for actual job execution. Contractor shall maintain enough back up tools to meet contingent situation like Lost in Hole etc. The Contractor shall be required to maintain sufficient number of "Back - up Tool / Equipment" along with spares for (12. ¼", 8.1/2") hole at well site / base office so as to ensure

un-interrupted directional drilling activity considering logistic constraints in the Northeast.

NOTE:

- 1) Contractor shall provide MWD (Measurement While Drilling) System, Directional based on mud pulse telemetry, Positive Pulse system, with MTBF (Mean-time Between Failure) exceeding 1000 hrs.
- 2) Without back up of tools/equipment in working condition, under this condition – the moment any tool failure is detected in operation, immediately zero rate will be applicable as defined in clause no. C (vi),(vii) & (vii) under schedule of rates. Additionally, penalty @ 100% of Operating rate of the faulty tool(s) will be levied from the waiting period at surface till the replacement/back up tool(s) is available at site.
- 3) Contractor to provide additional NMDC if required for MWD survey accuracy.
- 4) Bidder should provide documentary evidence in the technical bid, literature of MWD showing all specifications listed in this TOR (Terms of Reference) and Schematic diagram showing each component.

SURFACE EQUIPMENT:

Surface MWD unit with computers/printers accessories to record and print real time data with necessary transducers and connections to work with rig power supply 220 volts, 50 Hz. AC and minimum 100 m power cable as per requirement of OIL as stated in **Annexure # A** (Bidder to fill up the Annexure). System should also have following features:

- (a) Record data like angle, azimuth and tool face and transmit it to surface with rig floor display. System should have features for dynamic tool face recording when drilling with motors.
- (b) System should be able to record stand pipe pressure, weight on bit, rotary RPM and Rate of penetration with depth counter facility.

(iii) **SDMM equipment along with Services :**

The Contractor shall provide Steerable Downhole Positive Displacement Mud motors with all accessories e.g. stabilizers etc as per **Annexure-D** for 12.¼" & 8.½" hole sizes. The directional drillers are required to operate the motors and drill the hole as per plans, which would be provided by the Contractor for contract execution. The motors should be with built-in/screw-on bearing Stabilizer housing & adjustable bent housing with suitable build up rates & straight drilling in rotary mode. The steerable downhole mud motors should be with mud lubricated/oil sealed bearing assembly. The motors should have API rotary shoulder connections. SDMM should be equipped with rotor catcher feature.

The Contractor shall be required to maintain sufficient number of "Back-up Tool/Equipment" along with spares for 12.¼" & 8.½" hole at well site/base office so as to ensure un-interrupted directional drilling activity considering logistic constraints of the Northeast.

NOTE

To this effect, bidder should provide documentary evidence in the technical bid, literature of SDMM showing all specifications listed in this TOR (Terms of Reference) and Schematic diagram showing each component.

SDMMs should be high torque, low to medium speed & stabilized positive displacement steerable multi-lobe mud motor for high angle drilling.

Near bit stabilizer (Screw on stab) fitted on motor shall be 1/8" under-gauge for all

type of motor size.

Sizes of String stabilizer:

- **Stabilizers for 12. ¼” Hole section (Each Set) :**
1 no of each 12. ¼”, 12” and 11. ¾” string stabilizer with 6⁵/₈” API Reg box-pin connection, 7. ¾”/8” OD fishing neck X 2. 13/16”/3” ID
- **Stabilizers for 8. ½” Hole section (Each Set) :**
1 no of each 8. ½”, 8” and 7. ¾” string stabilizer with 4” IF box-pin connection, 6. ½”/6. ¾” OD fishing neck X 2. 13/16”/3” ID

NOTE:

- All the above stabilizers must be 4/3 slight spirals integral and sufficient blade length of double tapered at both leading and trailing ends. Stabilizers should have sufficient opening / annular clearance with taper blade on stabilizer body.
- Above stabilizers may be used independently for making rotary assemblies for drilling/ cleanout trips in case of requirement.

iv) **Drilling Jars and Services:-**

The Contractor shall confirm to provide Hydro-mechanical/Hydraulic Drilling jars to withstand the rugged abuse and demanding application with up/down stroke mechanism, minimum stroke length as per requirement of OIL provided in **Annexure-E** , for (12. ¼” and 8.1/2” hole sizes).The Contractor shall be required to maintain sufficient number of "Back - up Tool / Equipment" along with spares for (12. ¼”, 8.1/2” hole size) at well site/ base office so as to ensure un-interrupted directional drilling activity.

NOTE: To this effect the bidder should provide documentary evidence in the technical bid, literature of Drilling Jar showing all specifications listed in this TOR and Schematic diagram showing each component

SPECIAL NOTE:

- a) Bidder to provide maintenance certificates/ schedule and third party inspection report of all the tools/equipment including vintage as stated under clause no.3.2 of scope of Work above.
- b) Calibration certificates for accuracy of Measurement should not be older than 6 months. In case the certificates are of 01(One) year validity, the same is also acceptable. Contractor shall provide Calibration certificate of each down-hole tool (MWD, Gamma, Resistivity) showing Inclination, Tool face, Dip angle and accuracies.
- c) SDMM/ MWD/Jar/Resistivity tool provided by the Contractor shall be supported with spares and service during the duration of the Contract. Bidder would provide relevant test certificates of the drilling jar. All test certificates has to be provided before mobilization.
- d) All tools/equipment and consumables deployed by the Contractor should meet OIL's specified requirement.

v) **DIRECTIONAL DRILLER'S EXPERIENCE:**

Bidders to confirm that minimum 02 no. of qualified Directional Drillers having minimum 3 years experience will be deputed per set and will be working independently (12- hour shift) on a suitable ON/OFF day rotation basis at the Rig site. Directional Drillers should be able to execute the job of high angle-high

displacement/side track wells (open/cased hole) or any other well from kick off to target on continuous basis. They should have complete knowledge of the job from planning to execution along with associated calculations and decision making so that they can perform the job independently. However, in case of operational problems, OIL's decision will be final.

The Directional Drillers will work in close liaison with OIL Engineers on the Rig/base. They should be fluent in speaking and writing English language. Field Engineers should be conversant with the job assigned and should have complete knowledge of the equipment. OIL reserves the right to modify its requirement of on-site Directional Drillers anytime.

NOTE: Particulars of directional driller must be submitted in the format **ANNEXURE – BB** to OIL for approval prior to deployment at wellsite.

(vi) **MWD Engineers Experiences:**

Bidders to confirm that minimum 02 no. of qualified MWD Engineers having minimum 3 years experience will be deputed per set and will be working independently (12- hour shift) on a suitable ON/OFF day rotation basis at the Rig site. The engineers must be fluent in written and spoken English. The MWD Engineer will be responsible including but not limited to the following:

Particulars of MWD engineer must be submitted in the format **ANNEXURE – BB** to OIL for approval prior to deployment at wellsite.

NOTE:

- Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.
- All charges for personnel are included in Tool Operating & Stand by charges. No. separate charges shall be payable for the personnel deployed.
- The Bidder should submit the Bio-Data of personnel proposed to be deployed for all the services mentioned under scope of work prior to deployment for OIL's approval.

(vii) **ORGANISATIONAL STRUCTURE:** Contractor shall provide the organizational structure for executing the project. Composition of the team & number of personnel will be reviewed by OIL and modified as per requirement.

Contractor shall depute base coordinator at company's base, for the entire contract period. Base Manager should have good knowledge of equipment or services being offered by the contractor and should visit Company's office regularly. Base coordinator shall be nominated before commencement of contract and subsequent replacement shall be informed in advance. Suitable replacement should be provided if he is absent for more than 3 days. Base coordinator shall be well informed about status of contractor's equipment and any other subject relevant to agreement of the contract. Company may seek for replacement in short notice if any deficiency is observed on his part. Company shall not be responsible for delay in processing invoices on time, if Base coordinator is inefficient or absent for long period. He shall also be responsible for keeping contractor's equipment and tool in good working condition with the help of other office/ repair facilities.

- (viii) Bidder shall submit end of Well Report after completion of the Section/Well in hard as well soft copies(.pdf format).
- (ix) Contractor shall share Torque & Drag, Hydraulics, Anti-collision, proposed BHA for any particular hole section of a directional well during actual drilling with their latest directional software.

7.0 Approved list for Tools / Equipment & Services :

The Contractor should provide Tools / Equipment & Services (mentioned above) from the approved list as shown in the table below :

APPROVED LIST :

A. Mud Motor :

- i) Schlumberger,
- ii) Halliburton,
- iii) Weatherford,
- iv) Baker Hughes,
- v) Bico,
- vi) National Oil Well Varco
- vii) APS Technology Inc.

B. Drilling Jar:

- i) Houston Engineers,
- ii) Weatherford,
- iii) National Oil Well varco(Griffith)
- iv) Bowen,
- v) Bico,
- vi) Schlumberger
- vii) Halliburton Sledgehammer.
- viii) ITS
- ix) APS Technology Inc.

8.0 PERSONNEL FOR DIFFERENT SERVICES:

Contractor shall confirm to provide the following category personnel for running the well operation on the round the clock basis.

- i) Directional Driller for SDMM.
- ii) MWD Engineer/Operator.
- iii) Base Manager

All the personnel as described above should be employee of the prime Bidder.

9.0 GENERAL CONDITIONS :

Contractor should provide the following:

- i) Drill Pipe Strainer for 5" OD Grade-G/Grade S.
- ii) Quantity & Units and tools as indicated in the scope of work.
- iii) MWD initially mobilized by the Contractor and any replacement thereof, should be accompanied by Calibration sheets, approved by Contractors QA/QC engineers which will be certified by OIL's designated team.

END OF SECTION-II

Part-3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

Following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise. The expressions not defined here shall have the meaning ascribed to them in Section I: General Conditions of Contract.

- (a) "Services" from Contractor means (i) all tools, equipment, consumables from Contractor required for OIL's operation and (ii) all tools, equipment, spares required for servicing / maintenance of Contractor's Tool & Equipment in this bid document.
- [b] "Company item" means the equipment, materials and services which are to be provided by Company at the expense of Company as mentioned in the contract.
- (c) "Operating Area" means those areas in onshore India in which Company or its affiliated Company may from time to time be entitled to conduct drilling operations.
- (d) "Operation Base" means "Duliajan"
- (e) "Site" means the land and other places, on/under/in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or reference and technical specifications.
- (f) "Contractor's item" means the equipment, materials and services which are to be provided by Contractor or Company at the expenses of the Contractor, which are listed under Section -II, "Terms of reference and Technical specifications".

2.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 2.1 Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
- 2.2 Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.

3.0 PROVISION OF PERSONNEL AND FACILITIES

- 3.1 The Contractor will provide competent, qualified and adequately experienced personnel for carrying out the requisite operations correctly and efficiently. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.
- 3.2 The detailed bio-data of the service engineer/specialist and other operators and the number of additional personnel planned to be deployed must be submitted to Company before engaging them for Company's approval.

Note: Any replacement with equivalent qualification/experience needs OIL's prior approval.

- 3.3 All the personnel deployed should be fluent in English language.
- 3.4 The Contractor shall be responsible for and shall provide for all requirements of his personnel, and of their Sub-Contractor(s), if any. These provisions will include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of Contractor's personnel during the entire duration of the contract shall be arranged by Contractor at their cost.
- 3.5 The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

4.0 INTERIM DEMOBILIZATION AND RE-MOBILIZATION OF PERSONNEL & TEMPORARY PAUSE OF OPERATION:

In case of lean period, contractor's tool including manpower shall have to be temporarily demobilized after completion in a particular well on receiving Company's notification within 24 hours. However, no charges will be payable after interim demobilization notice has been issued for the particular set.

Contractor shall re-mobilize tool including manpower for a particular set within 15 days from the date of interim re-mobilization notice. In such situation contractor shall be paid Interim De-mobilization/ Re-mobilization charges including all relevant costs as per their quote.

5.0 CONTRACTOR'S OBLIGATIONS:

Contractor shall perform the work described under scope of work and prepare the 24 hour comprehensive report on Directional Survey data (BHA Sag corrected), MWD Report on Gamma + Resistivity + ROP, Drilling Operation summary + Material Usage, BHA and their Dimensional Data. Contractor is required to submit this daily report to Company Representative based at Duliajan. End of well (section) covering analysis of NPT, all the event and BHA behaviour along with comparative parameters like Plan depth vs days-Actual depth vs days.

6.0 COMPANY'S OBLIGATIONS:

- 6.1 Entry Permits: Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents only.
- 6.2 Security: Company shall organize all possible help from local government/ administration to Contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel (chowkidars) etc. as well as all security (including Contractor's equipment and personnel) will, however, be the responsibility of Contractor.
- 6.3 Crane service/Transport vehicles: OIL will provide crane and transportation (for Inter-location movement) of the Contractor's equipment and also for transfer/handling of Contractor's material, equipment at well site "free of charge". The loading, unloading and transportation shall be done at Contractor's supervision

and risk. OIL shall not be responsible for any damage during handling & transit. However, bidder can arrange Crane service/Transport vehicles for Inter-location movement on their own at their own cost if they feel.

- 6.4 Well-site Accommodation: Company shall not provide bunk house for Contractor's personnel for accommodation at well site. Contractor has to provide accommodation bunk house(s) for their personnel. All electrical apparatus and accessories including Air Conditioner of all bunk houses to be deployed in the well site/location, must be of FLP type.
- 6.5 Well Site Communication facility: Contractor should arrange their own communication system (Internet facility & telephone) at site for reporting purposes to OIL.
- 6.6 Medical Facilities: Company will extend the medical facilities to the extent available at its hospital at Duliajan on chargeable basis.
- 6.8 WORKSHOP FACILITY: Company will extend the in-house workshop facility for Contractor's Tools & Equipment without hampering Company's own work schedule. The workshop facility will be chargeable depending on quantum of job involving man/material/time. The workshop facility may not be charged to Contractor in case of minor nature of repairing job requiring very nominal time.
- 7.0 **OPERATING & STANBY RATE CHARGES:** The Contractor is required to provide set of tools/ equipment with personnel for 12.¼" & 8.½" hole as per the terms and conditions specified earlier) will be paid for the quoted operating charges only. During non-operating period, only stand by charges for the set(s) as quoted will be payable when not used by OIL but the set(s) are in functional condition. However, detailed charges payable under different conditions will be guided as described under Section- IV (SOR).
- 8.0 **PERFORMANCE OF WORK:** The Contractor shall submit daily reports to Company detailing progress of different operations as per the scope of the work at 7:00 AM on every day. The Company, at its option may change the periodicity of such reports. In addition, Contractor shall submit the complete job report (covering analysis of NPT, all the events and BHA behaviour along with comparative parameters like Plan depth vs days-Actual depth vs days.) within 10 (ten) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in accordance with the Contract. Bidder to submit tangible KPI's in consultation with OIL in the kick-off meeting prior to start of each Job under the contract. Same shall be used for performance benchmarking during execution. Should the rate of progress of the operations or any part of them be at any time too slow in the opinion of the Company's representative, (to ensure completion of the operations within schedule) Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to Company's notice is received in seven days, Company shall be free to take necessary actions as deemed fit.
- 9.0 **LABOUR**
The recruitment of the labour, if required, 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.
- 10.0 **SAFETY:**

- 10.1 The Contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules and regulations as per Oil Mines Regulation. No smoking or open flame shall be permitted on the operation site and nearby, except in areas marked by the Contractor and approved in writing by the Company.
- 10.2 The Contractor shall report, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulations.
- 10.3 The Contractor shall have a complete Safety Manual that will be available in the work site at all points of time and readily accessible.

11.0 **PROTECTION OF PROPERTY AND EXISTING FACILITIES**

The Contractor shall perform each work in such a manner as will prevent damage to the Company's property and conform to and be consistent with, and not to interfere in any way with continuous and safe operational practices for the well

12.0 **CUSTOMS DUTY**

- 12.1 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% (Basic Customs Duty 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. However, this is also subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.
- 12.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in **Proforma-A**, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- 12.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 12.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in **Proforma-A** or the 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 Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities

at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in **Proforma-A** will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

- 12.5. 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.
- 12.6 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

13.0 **DEMOBILISATION & RE-EXPORT:**

- 13.1 The Contractor shall arrange for and execute demobilization of the set of Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall include dismantling of its accessories/equipment, including the manpower. In case of final demobilization, re-export of its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Final demobilization shall be completed by Contractor within 60 days of issue of final demobilization notice by Company. Immediately after re-exporting its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.
- 13.2 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.
- 13.3 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities

including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

- 13.4 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

14.0 **LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:**

Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Wilful Misconduct on the part of the contractor for loss or damage to the contractor's equipment/ tool in hole below rotary table. Company shall at its option either reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of mobilization or subsequent replacement/ addition of the same equipment/ tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the contractor or at its option to replace similar equipment/ tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company only after contractor submits the self declaration form as per the sample format attached (Annexure G). For any such loss/damage, the contractor shall notify the Company within one month. The inspection of recovered from downhole need to be made by Company Representative before submission of the invoice by contractor.

NOTE:

The claim on account of Loss /damage should be claimed within six months of the incident or before expiry of the Contract, whichever is earlier.

OIL shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time.

15.0 **DOCUMENTATION OF LOSS:**

Whenever any loss, damage or destruction to any of the Contractor's Equipment occurs, the Contractor shall immediately notify the same to OIL describing the loss/damage. Whenever the Contractor makes any claim pursuant to the provisions under the above Clause, the Contractor shall furnish in support thereof as noted below:

- a) List of the Equipment lost or damaged,
- b) Extent of the damage,
- c) Particulars of import, Customs assessed Bill of entry & invoices,
- d) Vouchers, invoices or any other documents indicating the date of first use of the Equipment in India,
- e) Costs of repairs, if any, supported by evidence of the same.
- f) Documentary evidence/ Self Declaration/Undertaking stating that the particular equipment/ tool is question is not covered by contractor's insurance.

- 16.0 **DATA INTERPRETATION:** Since all data interpretations are based on

inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of gross negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of willful negligence.

17.0 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.

18.0 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.

19.0 FISHING:

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.

The contractor would be required to keep ready non-standard retrieving

tools/grapple if any at the well site.

20.0 POLLUTION & CONTAMINATION:

Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:

- i) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface.
- ii) Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.
- iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

21.0 LIABILITY FOR THE WELL OR RESERVOIR:

Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of

- i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or
- ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or
- iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or
- iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;
- v) third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its sub- contractors, its agents and its parents, subsidiaries and affiliates, its other contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.

22.0 SAFETY:

- i) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the

environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or subcontractors.

- 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. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

- 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) The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many officers/work persons undergone IME and type of medical coverage given to the officers/work persons.
- viii) The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year.
- ix) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- ix) 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.
- xi) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- xii) The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
- xiii) 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.
- xiv) 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.
 - xv) The health check up 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.
 - xvi) To arrange daily tool box meeting and regular site safety meetings and maintain records.
 - xvii) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
 - xviii) 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.
 - xix) 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.
 - xx) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
 - xxi) 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.
 - xxii) 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.
 - xxiii) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
 - xxiv) 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.

23.0 **LIMITATION OF LIABILITY:**

Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company and
- (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 **INTELLECTUAL PROPERTY:**

While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.

25.0 **IP INFRINGEMENT:**

Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to:

- (a) Specific modification or design of Contractor equipment or Services to meet Company's specifications,
- (b) Combination of Contractor's equipment or Services in combination of other equipment and/ or services not recommended by Contractor,
- (c) Out of unauthorized additions or modifications of Contractor's equipment or services by Company, or
- (d) Company's use of Contractor's equipment or Services that does not correspond to Contractor's published standards or specifications; in which case, the Company shall indemnify and hold the Contractor harmless.

26.0 **REPORTING:**

Contractor shall submit daily reports to Company detailing progress of different operations as per scope of work at 7:00 am on every morning. Contractor shall submit complete job record within 15 days from the date of completion of each individual job.

END OF SECTION-III

SECTION IV
SCHEDULE OF RATES

- 1.0 The bidders must quote the rates in their price bids as per the attached Price-Bid Format: The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to nearest hour.

(A) MOBILIZATION/ INTERIM-MOBILIZATION CHARGES OF TOOLS / EQUIPMENT:

- i) Mobilization charges as lump sum amount against individual set of tool(s)/equipment including manpower will be payable for each hole section when all equipment/tools (free of defects/encumbrances) including accommodation bunks and OIL approved operating personnel for that particular section are positioned at Company's designated site and duly certified by the Company representative which shall be no later than 03 working days from the date of arrival.

Note: OIL will certify within 03 days for first mobilization. However, for successive re mobilization, certification will not be necessary, but OIL may inspect the tools/equipment for each re mobilization.

- ii) Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize the equipment to the mobilization point as decided by OIL and should include all duties including all local and foreign taxes, port fees/charges including demurrage (if any) and inland transport to the mobilization point as decided by OIL etc. (on the items declared in Proforma- A), except customs duty, which will be to OIL's account, if applicable.
- iii) The Company will provide all necessary documents as required for custom clearance, only on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance, so that the Company can make necessary arrangements for providing the documents in time without causing any delay for the customs/port clearance.
- iv) Mobilization charge will not be released on the basis of arrival of individual tool / equipment although there will be individual mobilization charges (lump sum) for different tool/ equipment. Mobilization will be considered to be completed only after following conditions from (a) to (e) (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, unless specified by OIL.
- b) Tool/Equipment arrive at OIL's designated site as per "General Terms and Conditions of Contract" in Section-I, Clause No. 2.2(i), (ii) & (iv) for commencing directional drilling activity.
- 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 acceptable by OIL on scrutiny.
- e) Company issues acceptance/clearance certificates for all tools & equipment in writing. This "acceptance / clearance" certificate will be

provisional in nature till performances of tool / equipment are established in operation

Note:

Mobilization charges for each section shall not exceed 1% of the total quoted cost for each respective section in the Price Bid format for a period of 12(Twelve) months. However, Mobilization charges if quoted in excess of 1% of the estimated contract cost, the excess amount shall be paid at the end of the contract.

Interim Mobilization charges of each section should not exceed 0.5 % of total quoted cost for each respective section in the Price Bid format.

- However each down hole tool / equipment should have sufficient number of back- up tool / equipment/spares/consumables for ensuring un-interrupted directional drilling activity.

(B) DE-MOBILIZATION/INTERIM DE-MOBILIZATION CHARGES OF TOOLS/EQUIPMENT:

- i) The Contractor shall arrange for and execute demobilization of their Tools/Equipment / Spare/Accessories (one or more) etc. upon receipt of notice from the Company. For de-Mobilization Contractor shall bear all such costs/charges, if any towards the same from drilling location to Contractor's base and the same will be guided by as per "General Terms and Conditions of Contract" in Section-I, Clause No. 2.2(iii) & (v)
- ii) All rates on Tools/Equipment/Spare/Accessories etc. shall cease to exist with effect from the day the Contractor is issued de-mobilization notice by 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. This shall be applicable with immediate effect. No other charges shall be payable after issuance of de-mobilization letter. However, after final demobilization the contractor will ensure that demobilization is completed and Company's work-site is cleared-off Contractor's property within 03 (three) weeks of notice from the Company, failing which, de- mobilization charge will be held up.
- 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) Upon completion of duration of the contract, the contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment.
- vi) In case of need for lean period/temporary suspension of Company's activity due to operational reasons, the Company retains the right to De-Mobilize(Interim) Contractor's Equipment & Tools (any set) and Re-Mobilize the consignment when well operations recommence. Minimum 15(Fifteen) Days period for Re- Mobilization shall be provided from date of Re-Mobilization Notice of each hole (set) section.
- vii) No other Charges on any account will be payable from the time the De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice.

NOTE:

- De- Mobilization charges for each section should not be less than 1% of the total quoted cost for each respective section in the Price Bid format for a period of 12(twelve) months. If De-mobilization is quoted in deficit or less than 1% of the estimated contract cost, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract alongwith Demobilization charges.
- Interim De-mobilization charges of each section should not exceed 0.5 % of total quoted cost for each respective section in the Price Bid format.

(C) OPERATIONAL CHARGES OF (TOOLS & EQUIPMENT INCLUDING MANPOWER) :

Under the contract, Contractor shall be entitled to a day rate as detailed below. These rates are inclusive of spares and consumables etc. if required (including spares for running repairs and maintenance of SDMM- MWD and JARS) for the successful completion of the work.

- i) During tripping in, Operating Charges shall be payable for all tools/equipment including manpower provided the tools are 100m below the rotary table in the well including surface testing as defined below, and will be prorated to the nearest hour.

Surface Testing is defined as function testing of all tools/equipment of BHA to about 100 meter below rotary table.

During tripping out operation, operating charges for all tools/equipment including manpower will be payable only upto 150m below the rotary table.

Operating charge for Surface unit shall be payable only in conjunction when the MWD tools are in the hole and in all other cases standby charges for the Surface unit will be applicable.

DURING APPLICABLE OPERATING PERIOD MENTIONED ABOVE, ONLY OPERATING CHARGES SHALL BE PAYABLE AND NO OTHER CHARGES SHALL BE APPLICABLE. DURING NON OPERATING PERIOD ONLY STANBY CHARGES SHALL BE PAYABLE. BIDDER SHOULD TAKE THIS INTO CONSIDERATION AND QUOTE ACCORDINGLY.

- ii) Operating Charges shall also be paid during stuck up/fishing operation for the first 36 hours (per occurrence) beyond which only standby Charges shall be payable. Standby Charges shall cease to be paid from the time OIL decides to call off fishing operations to recover Contractor's tool/equipment from hole and notifies Contractor accordingly.
- iii) Operating Charges shall be payable with Tool in hole for first 36 Hours, per occurrence, in case drilling is stopped due to well activity and mud loss conditions and any form of strike. Standby Charges shall only be payable beyond 36 hours, till normal operation is resumed.
- iv) In the event the Contractor's operating crew is not available for operation at any point of time during the period of contract no payment shall be made for such period.
- v) Zero Rate will be applicable for entire Bottom Hole Assembly, in case of discontinuation/suspension of normal operation (drilling or round trip) leading to pulling out of drill string due to malfunctioning of any one component of Service Provider's BHA. Operating rate for entire Bottom Hole Assembly will

cease to be paid under this circumstance.

- vi) Under above circumstances, Zero rate will continue for entire Bottom Hole Assembly 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 period will be appropriately deducted from zero rate period.
- vii) 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

(D) STAND BY CHARGES OF TOOLS /EQUIPMENT INCLUDING MANPOWER:

- i) A) Stand by charges for tools & equipment including manpower will be applicable for non-operating period of tools & equipment.
B) Once the operating day rate is applicable no Stand by charges will be payable for tools/equipment and manpower for that particular of tools / equipment that is operating.
- ii) During Stand by period, the equipment has to be in fully operating condition, save repair and preventive maintenance with prior permission of OIL.
- iii) Stand by charges shall not be payable once the de- mobilization notice is issued by OIL for any tool(s)/equipment.
- iv) Stand by charges shall be applicable for any tool/equipment of BHA including manpower during the period it lies on surface and during surface testing of same to about 100 meter below rotary table.
- v) If the Contractor withdraws the whole or part of the equipment or any manpower resulting in breakdown of operation, zero Rate will be paid.
- vii) Stand by charges for complete consignment of Tools / Equipment will continue to be payable during "Dismantling of Contractor's facility in one location, Inter-Location movement, Re- Installation & Re-Commissioning of Contractor's facility in next location".
- viii) Stand by 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.
- ix) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.
- x) Stand by charges will be payable for full day or part thereof on pro-rata basis up to the nearest hour.

- xi) If, Contractor's tool /equipment fails to perform, for any reason, attributable to the Contractor in the duration of operation, then no Stand by charges for the down hole tools shall become payable until the equipment/tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.
- xii) If a particular tool / equipment are found to be non-functional during operation in first well after initial mobilization thereby causing total shut down of operation, in that case neither operating rate nor Stand by charges will be applicable from the date of receipt of entire consignment of different tool/equipment at OIL designated site. Also, the Contractor shall commit themselves to replace the defective tool / equipment with the same specification (as per contract) within a very short period.
- xiii) Contractor can withdraw their manpower during non-operating period at their own cost, subjected to ensuring their availability once operation starts.

NOTE:

- Standby charges of each section should not exceed 50% of total quoted Operating cost for each respective section in the Price Bid format.

(E) FORCE MAJEURE CHARGES :

DAY RATE & RENTAL FOR TOOLS / EQUIPMENT / PERSONNEL DURING FORCE MAJEURE:

- i) Force majeure conditions are defined in Clause 11.0 of Section -I, "General Terms and Conditions" of this Contract.
- ii) All rates shown in Schedule of Rates shown above shall be restricted to 50% of Stand by charges for the service being provided by Contractor at the time of occurrence of force majeure situation. This will be considered as FORCE MAJEURE RATE.
- iii) The Force Majeure Rate shall be payable during the first 10 days period of force majeure situation.. No payment would apply after expiry of ten-(10) days force majeure period unless otherwise agreed to.

2.0 ZERO RATE :

Notwithstanding any provision in the contract, no charges (Stand by charges, operating for tools/equipment including 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 key personnel or for any other reason whatsoever attributable to the Contractor.

- 2.1 Zero rates on tools/equipment & personnel shall be applicable on the bidder for any suspension of work due to non-availability of spare parts/consumables.

GENERAL NOTE:

- i) Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".
- 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**.
- iii) From the Proforma, 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).

- iv) Similarly from the **Proforma - A**, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (CONSUMABLES).
- v) Operating rate for SDMM and accessories shall be applicable only after Below Rotary Table(BRT). No separate charges are applicable for stabilizers.

END OF SECTION - IV

Details of Measurement While Drilling Surface Unit (Work Station)

OIL Requirement	Bidder's Offer	Ref: Page No. by bidder
Online surface recording system for running MWD services in , 12 ¼" & 8 ½" holes with all accessories like signal pressure transducers, precision depth assembly and MWD logs including TVD logs in real time.		
MWD work station should be capable of recording stand pipe pressure, WOB, drill string weight, RPM along with MWD data for all types of directional wells.		
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 (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.		
System should have color / BW printing/ plotting facility at site and color printing / plotting facility at base.		
In the event of fault and failure of equipment & software hired from the CONTRACTOR, their personnel should be available for attending rectification of the problem.		

ANNEXURE - B**DRILL STRING AVAILABLE WITH "OIL**

SL. NO.	ITEM	OD	ID	WEIGHT (PPF)	CONNECTION
1	Drill Pipe (G-Grade)	5"	3.25"	19.5	4 1/2"IF
2	Heavy Weight Drill Pipe	5"	3.25"	49.3	4 1/2"IF
3	Drill Collar	6.5"	2.13/16"	92.5	4"IF
4	Drill Collar	8.25"	2.13/16"	150.5	6. 5/8" Reg
6	Stabilizer(6.5 " Mandrel)	8.5	2.13/16"	92	4"IF
7	Stabilizer(8 " Mandrel)	12. ¼"	2.13/16"		6. 5/8" Reg
8	Cross Over For Above				
9	Bit Sub	6.5"	2.13/16"		4.1/2" R X 4. ½" IF
		8.0"	2.13/16"		6. 5/8" Reg

Details of MWD tool for 12. ¼" and 8. ½" Hole sizes

TOOL FEATURES		OIL Requirement	Bidder's Offer	Ref: Page No. by bidder
Telemetry Type		Positive mud pulse		
Collar Sizes		6½" or 6¾", 7¾" or 8¼"		
DLS (PER 100')		12. ¼" Section: 2° - 6° / 100' (Rotary) and 13° / 100' (Sliding)		
		8. ½" Section: 2.5 - 7° / 100' (Rotary) and 20° / 100' (Sliding)		
FLOW RANGE (GPM)		Refer below ***		
MAX OPERATING TEMP.		120° C		
MAX OPERATING PRESSURE (PSI)		15000 - 20000		
REAL TIME UPDATE PERIOD		<= 20 Secs		
SURVEY TIME		<= 120 Secs		
DIRECTIONAL MEASUREMENT POINT FROM BIT	WITH GAMMA	Minimum possible		
MEASUREMENT ACCURACY	TOOL FACE	± 1.5°		
	AZIMUTH	± 1.5°		
	INCLINATION	± 0.2°		
MEASUREMENT RANGE:		0-100 deg or more		
LOST CIRCULATION MATERIAL (MAX SIZE & CONCENTRATION)				
POWER SOURCE (OPERATING TIME, HRS)		Life > 150 Hrs		
DATA TRANSMISSION RATE (BITS/SEC)		Min. 3 bits/sec. or more and should be suitable to transmit data of various tools quoted in different segments of the tender tender		
MTF/GTF SWITCH		Programmable at surface		
MANUFACTURER / MODEL		Model Quoted Should be Latest and Best in Class		

- The system to complete with pulsar, electronic sensors, power source etc. for transmitting and recording down-hole data in real time.
- Min. Flow Rate: 400 GPM & Max. Flow Rate: 750 GPM or more for 12 ¼" hole section;
- Min. Flow Rate: 300 GPM & Max. Flow Rate: 550GPM or more for 8 ½" hole section.

Additional features/information (if any) is to be provided by the bidder.

1.0 SPECIFICATION OF 6½" / 6¾" STEERABLE DOWNHOLE MUD MOTOR

MOTOR FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
Flow Range in GPM	Min. Flow Rate: 300 GPM		
	Max. Flow Rate: 500 GPM or more.		
AKO/ABH Range (Min. Achievable)	0° - 2.5° or more		
Bit speed (Free Running / No Load)	Not less than 85 RPM to 160 RPM or more.		
Type	Steerable with Adjustable Kick off sub/Adjustable Bend Housing		
Bearing type	Mud Lube or Oil sealed		
Length (Maximum)	30 – 35 feet		
Type of Connection	4½" API regular Box down and 4½"/4" API IF Box up. Or any other proprietary connection of the bidder for their entire BHA.		
Lifting Sub	4½"/4" API IF		
Operating Differential Pressure (Psi)	700 PSI (Min)		
Power Output	173 HP minimum		
Torque Operating	6500 NM minimum		
DLS Maximum Achievable	4° / 100' or more		
Pass Through DLS:			
Sliding	4° / 100' or more		
Rotary	4° / 100' or more		
Stabilization	8⅜" screwed-on/built-in		
Manufacturer / Model	From the manufacturers as specified in Clause 7 under Section – II.		

- Match on sub have to be provided by the bidder in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, bidder has to provide overshoot tool for fishing job.
- In case of proprietary connection, all cross over sub have to be provided by the bidder to match OIL's string.
- System should be able to drill cement, float collar, float shoe and formation. However, any failure on bottom within 24Hrs from start of cement cleaning, float collar & Shoe will not be attributable to the Contractor

Additional features/information (if any) is to be provided by the bidder using additional sheet.

2.0 SPECIFICATION OF 7³/₄" / 8" / 8. ¹/₄" STEERABLE DOWNHOLE MUD MOTOR

MOTOR FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
Flow Range in GPM	Min. Flow Rate: 300 GPM		
	Max. Flow Rate: 900 GPM or more.		
AKO/ABH Range (Min. Achievable)	0° - 2° or more		
Bit speed (Free Running/ No Load)	Not less than 45 to 145 RPM or more.		
Type	Steerable with Adjustable Kick off sub/Adjustable Bend Housing		
Bearing type	Mud Lube or Oil sealed		
Length (Maximum)	25 - 37 feet		
Type of Connection	6 ⁵ / ₈ " API Regular Box down and 6 ⁵ / ₈ " API Reg. Box Up. Or any other proprietary connection of the bidder for their entire BHA.		
Lifting Sub	6 ⁵ / ₈ " API Reg.		
Operating Differential Pressure (Psi)	600 PSI(Min)		
Power Output	190 HP minimum		
Torque Operating	10,500 NM minimum		
DLS Maximum Achievable	4° / 100' or more		
Pass Through DLS:			
Sliding	4° / 100' or more		
Rotary	4° / 100' or more		
Stabilization	12 ¹ / ₈ " screwed-on/built-in		
Manufacturer / Model	From the manufacturers as specified in Clause 7 under Section – II.		

- Match on sub have to be provided by the bidder in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, bidder has to provide overshoot tool for fishing job.
- In case of proprietary connection, all cross over sub have to be provided by the bidder to match OIL's string.
- System should be able to drill cement, float collar, float shoe and formation. However, any failure on bottom within 24Hrs from start of cement cleaning, float collar & Shoe will not be attributable to the Contractor

Additional features/information (if any) is to be provided by the bidder using additional sheet.

NOTE ON SDMM: SUCCESSFUL BIDDER WILL BE INTIMATED PRIOR TO ISSUANCE OF LETTER OF AWARD, THE ACCEPTABILITY OF THEIR OFFERED SDMM. ONLY THOSE ACCEPTABLE SDMM WITH OFFERED MINIMUM SPECIFICATION OR HIGHER WILL HAVE TO BE MOBILIZED UNDER THIS SERVICE AND THE SAME SPECIFICATIONS WILL BE INCORPORATED IN THE CONTRACT.

➤ SPECIFICATION OF DRILLING JARS (Hydro-mech/Hydraulic)

1.0	JAR FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
7¾" / 8" OD Drilling Jar	Length (Maximum)	30 feet (± 3 feet)		
	ID (Minimum)	2½" / 2.¾" / 3" ID		
	Tool Joint	6⅝" API Reg. Box x Pin		
	Torsional Yield	Not less than 95,000 ft-lbs		
	Jar Up-stroke minimum	260,000 - 300000 pounds		
	Jar Down-stroke minimum	42,000 - 300000 pounds		
	Stroke Length (Up & Down)	12" Minimum		
	Tensile Yield	10, 00,000 lbs.		
	Max Operating Temp.	120° C or more		
	Max Operating Pressure (Psi)	20000 PSI or more		
	Manufacturer / Model	From the manufacturers specified in NIT.		

2.0	JAR FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
6½" / 6¾" OD Drilling Jar	Length (Maximum)	30 feet (± 3 feet)		
	ID (Minimum)	2½" / 2.¾" ID		
	Tool Joint	4½" API IF Box x Pin		
	Torsional Yield	Not less than 50,000 ft-lbs		
	Jar Up-stroke minimum	160,000 - 175000 pounds		
	Jar Down-stroke minimum	37600 - 175000 pounds		
	Stroke Length (Up & Down)	12" Minimum		
	Tensile Yield	730,000 Lbs.		
	Max Operating Temp.	120° C or more		
	Max Operating Pressure (Psi)	18000 PSI or more		
	Manufacturer / Model	From the manufacturers specified in NIT.		

DELIVERABLES FOR TOOLS MENTIONED ABOVE

S1	Equipment/ Description	Real Time Output	Memory Mode Output after each round trip	Processed Output (after completion of a hole section)	Processed Output (after completion of a well)
(I)	Delivery Time	Real-Time while Drilling/Trippi ng	Within 24 hrs. of round trip	Within 3 days of completion of Hole Section	Within 3 days of completion of Well
(II)	Deliverables	RT Log Prints in Morning and Evening and whenever required during drilling	Rush Print Memory Mode Log Prints	Memory Recorded Mode Log Prints 2 Copies each	QC'd Recorded Mode Composite Log Prints 2 Copies each LAS/DLIS and PDF format In DVD

NOTE: Bidder should provide their offer (detailed specification) to meet with the above specified requirement by OIL. Make, Model & Additional features/information (if any) is to be provided by the bidder.

&&&&&&&&&&

Sample Format that the particular equipment/ tool is question not covered by contractor's insurance in case of Lost in Hole (LIH):

***ON THE OFFICIAL PAD OF THE CONTRACTOR TO BE EXECUTED BY THE
AUTHORIZED SIGNATORY OF THE CONTRACTOR***

UNDERTAKING

Ref Clause No. 14.0 of the SCC (Part 3, Section III) of the Contract

I/We the authorized signatory(s) of
(Company or firm name with address) do hereby solemnly affirm and declare as under:-

- (1) That, my/our above Company/Firm has participated in the Tender No.
- (2) That, our firm has been awarded with the contract no.....for
- (3) That, as required under Clause-9.0 of the GCC of the Contract, we have taken insurance to cover all risk in respect of our personnel, materials & equipment belonging to us or our sub contractor during the currency of the contract including the third party items/consumables.
- (4) That, I/we also declare that the tools / equipment which are below Rotary Table or in the well bore as stated under the clause 9.2 sub-clause (d) of General Condition of Contracts provided under the above tender are not covered under any Insurance Policies.
- (5) That, the statements made in above paras are true to the best of my/our knowledge and belief. That in case of the any of the above statement is found to be false/ incorrect/misleading at any point of time during the currency of the contract, OIL shall be at liberty to initiate necessary action against the Company/Firm in terms of the Contract.

Place...

Date:.....

SIGNATURE OF THE DECLARANT

**OFFSET
WELLDATA****GEOSCIENTIFIC INFORMATION OF UPPER ASSAM BASIN:**

The Upper Assam Basin is truly a Tertiary sub-basin of the Assam-Arakan geological province located in the north-eastern part of Indian subcontinent. The Upper Assam basin had received clastic sediments in varied shallow marine to paralic and non-marine (deltaic, fluviatile) environmental conditions in different geological times during Tertiary period. In the present day configuration of the basin, the basement dips both towards southeast and northwest on the southern and northern flanks of the basement ridge, respectively. The sedimentary thickness, which is less than 4 km along the axis of the basement ridge, increases to more than 7 km towards Naga-Patkai range and the Eastern Himalayan foothills region.

Commercial oil/gas accumulations discovered so far occurs mainly in the fault closures within a depth range of about 2200-3600 metres in Miocene and Oligocene reservoirs and 3400-5400 metres in the Paleocene/ Lower Eocene reservoirs. Presently, substantial amount of the oil is produced by the Company from these Paleocene/ Lower Eocene thin clastic reservoirs. The Paleocene Lower Eocene formations are over pressured while Oligocene and younger formation are nearly hydrostatic.

EXPECTED FORMATION:

FORMA- TION	AREAS /DEPTH(M)TVD						
	BARIKU RI	BAGH- JAN	TENGA- KHAT	CHABUA	HATIALI	NORTH CHANDMAR I	SHALMARI
GIRUJAN (Clay/Subo rdin Sandstone)	Absent	Absent	1700	20	1820	20	1703
TIPAM (Sand stone/Shal e)	2003	2144	1780	1720	1850	2080	2326
BARAIL (Mud stone/Shal e)	2664	2401	2285	2165	2380	2650	3096
KOPILI (Splintery shale/Sand	3293	3178	2900	2820	2890	3320	3668
PRANG (Lime stone /Shale)	3530	3541	3310	3250	3290	3560	4244
NARPUH (Sand stone/Shal e/ Silt stone)	3587	3632	3390	3320	3360	3620	4316

LK+Th (Shale/Sand stone/ Whitish Clay)	3720	3720	3460	3400	3440	3740	4386
LANGPAR (Shale/Coal /Sand stone)	3878	3847		3520	3550	3910	4526
BASEMENT	3943	3898		3600	3600	3950	4594

Note: Formation depths are tentative and may have difference of about +/- 100 m in actual or vary well to well.

SPECIAL NOTE ON BAREKURI - BAGHJAN FIELD:

BAREKURI FIELD

The hydrocarbon prospects of the Barekuri field are confined to Paleocene/Lower Eocene and average depth of the reservoir is around 3740 m below MSL. So far, OIL has drilled nine wells in this structure of which 8 are oil producers and the current rate of production is approximately 1000 m³/day with very negligible water cut. Some more wells are planned to be drilled to develop/delineate the pay sands, few of them are horizontal. The initial reservoir pressure is 428.5 kg/cm² and the current reservoir pressure is around 428.0 kg/cm².

BAGHJAN FIELD

The main multi-stacked hydrocarbon bearing horizons are confined to the Palaeocene / Lower Eocene sandstone reservoirs. So far, drilling has been completed in 12 wells in the Baghjan structure. The reservoir pressure was found to be around 422.6 Ksc which is 50 Ksc above hydrostatic. The depth to Basement in the Baghjan area is around 3910 m below MSL and average depth of the reservoir is around 3700 - 3800 m below MSL. The area has been covered by 3D seismic survey. Some more wells are planned to be drilled to delineate extremes of the pay sands which include few horizontal and J-bend/ directional wells.

MUD PROGRAM FOR OFFSET WELL

TYPE-I: (Dikom, Kathaloni, Hatiali, Baghjan, Chabua etc.)

DEPTH (M) TVD	HOLE SIZE	MUD WEIGHT & TYPE	MUD PARAMETERS
150	17½"	66-68 lbs/cft water based bentonite mud	M.F Viscosity: 50-55 sec
2000+	12¼"	66-69 lbs/cft fully dispersed water based bentonite mud treated with FCLS, CL, PAC, and CMC, emulsified with oil.	M.F viscosity: 50-55 sec App. Viscosity: 19-22 cp Plastic viscosity: 16-18 lbs/100 sq.ft. YP: 12-16lbs/100 sq. ft. Gel (0 Min): 3-8 lbs/100 sq.ft. Gel (15 Min): 23-35 lbs/100 sq.ft. API sand (%): 0.1 Solid (%) : 10-14 % API Fluid Los : 10-6 cc. Mud cake: 1-2 mm PH: 8.5-9.5 Lubricity co-efficient : 0.3-0.25
2000-4000	8½"	72-80 lbs/cft semi dispersed water based bentonite mud treated with XC-Polymer, PAC, Resinex, Sulfonated Asphalt emulsified with oil.	M.F viscosity: 45-40 sec App. Viscosity: 30-18 cp Plastic viscosity: 10-20 lbs/100 sq.ft. YP: 26-15 lbs/100 sq. ft. Gel (0 Min): 2-6 lbs/100 sq.ft. Gel (15 Min): 16-30 lbs/100 sq.ft. API sand (%): 0.1 Solid (%) : 10-14 % API Fluid Los : 6-3.5 cc. Mud cake: 1-0.5 mm PH: 9.0-9.5 Lubricity co-efficient : 0.3-0.15

TYPE-II: Horizontal well (Makum, North Hapjan Area)

DEPTH (M) TVD	HOLE SIZE	MUD WEIGHT & TYPE	MUD PARAMETERS
150	17½"	66-68 lbs/cft water based bentonite mud	M.F Viscosity: 50-55 sec
150-1900	12¼"	66-68 lbs/cft lightly treated water based bentonite mud, treated with CMC (H), CMC (L), CFLS, Geltex-CP etc.	M.F Viscosity: 50-55 sec, App. Viscosity: 18-14 cp, Plastic viscosity: 13-8 lbs/100 sq.ft., YP: 15-10 lbs/100 sq. ft., Gel (0 Min): 10-8 lbs/100 sq.ft., Gel (15 Min): 25-35 lbs/100 sq.ft., API sand (%): 0.1 Solid (%) : 10-14 % API Fluid Los : 14-8

			cc. Mud cake: 1-2 mm PH: 8.5-9.5
1900-3000	8½"	68-72 lbs/cft. Glycol-Amine PHPA mud	M.F viscosity: 50-46 sec App. Viscosity: 30-15 cp Plastic viscosity: 11-7 lbs/100 sq.ft. YP: 30-14 lbs/100 sq. ft. Gel (0 Min): 10-6 lbs/100 sq.ft. Gel (10 Min): 15-6 lbs/100 sq.ft. API sand (%): 0.1 Solid (%) : 2-5 % API Fluid Los : 10-6 cc. Mud cake: 1-1.5 mm PH: 8.5-9.0 Lubricity coefficient : 0.29-0.20

MUD HYDRAULICS FOR 8½" , 12¼" & 17½"HOLE

Type of bit	Size of hole	GPM (US)	Jet Velocity (ft/sec)	Annular Velocity (ft/min) OH vs. DC	Annular Velocity (ft/min) OH vs. DP
TCR	6"	200-230	80-90	110-120	100-110
PDC	8½"	430-460	320-350	280-350	200-240
TCR	8½"	310-350	325-440	240-280	155-180
PDC	12¼"	550-700	320-400	190-240	130-160
TCR	12¼"	500-600	290-350	170-205	120-140
TCR	17½"	550-620	200-250	70-80	50-60

BIT DATA FOR 8½", 12¼" & 17½ HOLE

BIT DATA FOR 17.1/2 INCH HOLE:

Depth (M)	Bit size(inch)	Bit details	ROP (M/Hr.)	Average Meterage/bit
200-800	17.1/2	TCR (IADC:1-1-1, 1-2-1)	25-35	600m+
800-1600	17.1/2	TCR (IADC,1-1-1, 1-2-1, 1-2-4)	15-25	400m+

BIT DATA FOR 8½" & 12¼" HOLE

Depth (M)	Bit size(inch)	Bit details	ROP (M/Hr.)	Average Meterage/bit
1800-3800	8½"	PDC (IADC,M-332)	11-12	2000+
1800-3900	12¼"	TCR (IADC,1-2-7, 1-3-7)	5-7	350+
1800-3900	12¼"	PDC IADC,M324	6-8	2000+
3900-4600	8½"	PDC (IADC,M-332)	4-5	2000+
3900-4600	8½"	TCR (IADC,4-3-7, 1-3-7)	3-4	150+

NOTE: The above Bit-data are tentative/approximate average value and just for guidelines only.

&&&&

BIO-DATA AND EXPERIENCE OF PERSONNEL
Format for CV of MWD Engineer and Directional Driller

Name:

Educational Qualification:

Certifications:

PHOTO

Experience in last three / five years

Year	From Date	To Date	Name of Organization	Client/ Project	No. of days worked	No. of wells drilled	Type of wells drilled	Worked as

Format for Other personnel

- 1 CATEGORY OF JOB / POST :
- 2 NAME OF INCUMBENT :
- 3 PRESENT ADDRESS :
- 4 HOME ADDRESS :
- 5 NATIONALITY :
- 6 DATE OF BIRTH :
- 7 ACADEMIC QUALIFICATION :
- 8 TECHNICAL QUALIFICATION :
- 9 TOTAL EXPERIENCE IN THE RELATED FIELDS (IN YEARS) :
- 10 JOB EXPERIENCE RESUME :

SL NO	WORK EXPERIENCE		TYPES OF JOB CARRIED OUT	NAME OF COMPANY	PLACE OF WORK
	FROM	TO			

NOTE: TO ATTACH ALL SUPPLEMENTARY and Client's approval DOCUMENTS.

SIGNATURE OF THE BIDDER



INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for 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.
Date .

&&&&

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

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

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

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

Tender NO: CDG7562L18

Sub: Hiring of Services for Drilling of Directional Wells with SDMM + MWD + JAR alongwith Personnel for a Period of 01(One) Year in the States of Assam & Arunachal Pradesh

PRICE BID FORMAT

	Name of the Bidder:			Currency quoted[]	
Hiring of 02 set of 12.1/4" and 02 set of 8.1/2" Directional Service for 12 (twelve) months with SDMM & MWD					
DESCRIPTION OF ITEMS FOR 12.1/4" HOLE SECTION		UNIT	Qty	Unit Rate	Total
S. No.	Mobilization charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 12.1/4" hole section	NO	2		
2	Drilling Jars for 12.1/4" hole section	NO	2		
3	SDMM with Stablisers & Accessories for 12.1/4" hole section	NO	2		
4	Directional MWD with Gamma Ray tool for 12.1/4" hole section	NO	2		
	Total Mobilization charges of tools and equipment including manpower: H				
S. No.	De-Mobilization charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 12.1/4" hole section	NO	2		
2	Drilling Jars for 12.1/4" hole section	NO	2		
3	SDMM with Stablisers & Accessories for 12.1/4" hole section	NO	2		
4	Directional MWD with Gamma Ray tool for 12.1/4" hole section	NO	2		
	Total De-Mobilization charges of tools and equipment including manpower: I				
S. No.	Interim Mobilization charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 12.1/4" hole section	NO	1		
2	Drilling Jars for 12.1/4" hole section	NO	1		
3	SDMM with Stablisers & Accessories for 12.1/4" hole section	NO	1		
4	Directional MWD with Gamma Ray tool for 12.1/4" hole section	NO	1		
	Total Interim Mobilization charges of tools and equipment including manpower: J				
S. No.	Interim De-Mobilization charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 12.1/4" hole section	NO	1		
2	Drilling Jars for 12.1/4" hole section	NO	1		
3	SDMM with Stablisers & Accessories for 12.1/4" hole section	NO	1		
4	Directional MWD with Gamma Ray	NO	1		

	tool for 12.1/4" hole section				
	Total Interim De-Mobilization charges of tools and equipment including manpower: K				
S. No.	Operating charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 12.1/4" hole section	DAY	120		
2	Drilling Jars for 12.1/4" hole section	DAY	120		
3	SDMM with Stablisers & Accessories for 12.1/4" hole section	DAY	120		
4	Directional MWD with Gamma Ray tool for 12.1/4" hole section	DAY	120		
	Total Operating charges of tools and equipment including manpower : L				
S. No.	Standby charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 12.1/4" hole section	DAY	245		
2	Drilling Jars for 12.1/4" hole section	DAY	245		
3	SDMM with Stablisers & Accessories for 12.1/4" hole section	DAY	245		
4	Directional MWD with Gamma Ray tool for 12.1/4" hole section	DAY	245		
	Total standby charges of tools and equipment including manpower: M				
	Total cost of 12.1/4" tools and equipment including manpower: N=H+I+J+K+L+M				
	GST % (G1)				
	Total cost of 12.1/4" tools and equipment including manpower including GST: A= N+G1				
DESCRIPTION OF ITEMS FOR 8.1/2" HOLE SECTION		UNIT	Qty	Unit Rate	Total
S. No.	Mobilization charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 8.1/2" hole section	NO	2		
2	Drilling Jars for 8.1/2" hole section	NO	2		
3	SDMM with Stablisers & Accessories for 8.1/2" hole section	NO	2		
4	Directional MWD with Gamma Ray tool for 8.1/2" hole section	NO	2		
	Total Mobilization charges of tools and equipment including manpower : O				
S. No.	De-Mobilization charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 8.1/2" hole section	NO	2		
2	Drilling Jars for 8.1/2" hole section	NO	2		
3	SDMM with Stablisers & Accessories for 8.1/2" hole section	NO	2		
4	Directional MWD with Gamma Ray tool for 8.1/2" hole section	NO	2		
	Total De-Mobilization charges of tools and equipment including manpower : P				
S. No.	Interim Mobilization charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for	NO	1		

	8.1/2" hole section				
2	Drilling Jars for 8.1/2" hole section	NO	1		
3	SDMM with Stablisers & Accessories for 8.1/2" hole section	NO	1		
4	Directional MWD with Gamma Ray tool for 8.1/2" hole section	NO	1		
	Total Interim Mobilization charges of tools and equipment including manpower: Q				
S. No.	Interim De-Mobilization charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 8.1/2" hole section	NO	1		
2	Drilling Jars for 8.1/2" hole section	NO	1		
3	SDMM with Stablisers & Accessories for 8.1/2" hole section	NO	1		
4	Directional MWD with Gamma Ray tool for 8.1/2" hole section	NO	1		
	Total Interim De-Mobilization charges of tools and equipment including manpower: R				
S. No.	Operating charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 8.1/2" hole section	DAY	150		
2	Drilling Jars for 8.1/2" hole section	DAY	150		
3	SDMM with Stablisers & Accessories for 8.1/2" hole section	DAY	150		
4	Directional MWD with Gamma Ray tool for 8.1/2" hole section	DAY	150		
	Total Operating charges of tools and equipment including manpower : S				
S. No.	Stand by charges of tools and equipment including manpower:				
1	Directional MWD Surface Unit for 8.1/2" hole section	DAY	215		
2	Drilling Jars for 8.1/2" hole section	DAY	215		
3	SDMM with Stablisers & Accessories for 8.1/2" hole section	DAY	215		
4	Directional MWD with Gamma Ray tool for 8.1/2" hole section	DAY	215		
	Total standby charges of tools and equipment including manpower: T				
	Total cost of 8.1/2" tools and equipment including manpower: U=O+P+Q+R+S+T				
	GST % (G2)				
	Total cost of 8.1/2" tools and equipment including manpower including GST: B= U+G2				
	Grand Total Cost of Directional Service for 12 months (Excluding GST) = V=N+U				
	Grand Total Cost of Directional Service for 12 months (Including GST) = C=A+B				
	NOTE				
	i) Mob/De-mob/Operating/ Standby Charges of Manpower are to be included in the respective Mob/De-mob/Operating/ Standby Charges of tools/equipment.				

	ii) Quantities shown above against operating and standby charges are for evaluation purpose only, but to be paid at actual.
	iii) Total Contract cost (V) for 06 (months) months includes all taxes & duties including GST and excluding basic customs duty , if any which shall be extra to OIL.
	iv) Mobilization charges for each section shall not exceed 1% of the total quoted cost for each respective section in the Price Bid format for a period of 06 (six) months.
	v) De- Mobilization charges for each section should not be less than 1% of the total quoted cost for each respective section in the Price Bid format for a period of 06 (six) months.
	vi) Interim Mobilization charges of each section should not exceed 0.5 % of total quoted cost for each respective section in the Price Bid format.
	vii) Interim De-mobilization charges of each section should not exceed 0.5 % of total quoted cost for each respective section in the Price Bid format.
	viii) Standby charges of each section should not exceed 50% of total quoted Operating cost for each respective section in the Price Bid format.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

BID FORM

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

Sub: Tender No. CDG7562L18

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 both parties have signed the Contract.

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 90 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:

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

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

FORM OF BID SECURITY (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender 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 said Bank this ____ day of _____ 20-----.

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 any of the conditions, specifying the occurred condition or conditions.

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

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 minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.

PROFORMA - F

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 _____

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 accepted the bid submitted by the Contractor and 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 Tender No. CDG7562L18

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 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 Tender No. CDG7562L18

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.

&&&&&&&&&

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited

India

Dear Sirs,

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

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

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

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

thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

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

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

WITNESS NO.1

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

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

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

Attorney as power of
Attorney no._____
Dated_____