

**BID DOCUMENT**



**TENDER NO. CDG9977L19**

**for**

**PRODUCTION ENHANCEMENT CONTRACT**


**DATE OF CLOSING OF TENDER: 31.01.2019 AT 11.00 HRS IST.**

**DATE OF OPENING OF TENDER: 31.01.2019 AT 14.00 HRS IST.**

**OIL INDIA LIMITED  
Contracts Department  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam, India  
E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**

**I N D E X****E - Tender No. CDG9977L19****for****PRODUCTION ENHANCEMENT CONTRACT**

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	<b>OIL INDIA LIMITED</b> <b>Contracts Department</b> <b>P.O. Duliajan-786602</b> <b>Dist. Dibrugarh, Assam, India</b> <b>E-mail: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a></b>
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### **INVITATION TO BID**

**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 **Chief General Manager (Contracts ) - OIL INDIA LIMITED, FHQ, Duliajan** invites e-bids for PRODUCTION ENHANCEMENT CONTRACT (PEC) through its e-procurement site.

The bidding document and the prescribed Bid Form for submission of bids can be downloaded against RFx/Tender No. **CDG9977L19** from OIL’s e-procurement portal <https://etender.srm.oilindia.in/iri/portal> The general details of tender can be viewed at RFx Parameters under “RFx information” tab of the bid invitation (RFx).

All the bidders have access to online help document which is available on login. This help document may be used for participating in e-procurement tenders.

The details of tender are given below:

1	E - Tender No. (RFx No.)	<b>CDG9977L19</b>
2	Type of Tender	Limited International Competitive Bidding (ICB) Tender under Two-Bid system through e-procurement.
3	Description of Services	PRODUCTION ENHANCEMENT CONTRACT (PEC)
4	Qualification requirements	As per Bid Evaluation Criteria (Part -2)
5	Mobilization Period	As per Special Conditions of Contract (Part -3, section III)
6	Duration of Contract	As defined in the Special Conditions of Contract (Part-3, Section-III)
7	Pre-Qualification Criteria (PQC)	<p>Enclosed as an attachment to this Invitation to Bid as well as uploaded in NIT published on OIL tender’s website (<a href="http://oil-india.com/NLimited">http://oil-india.com/NLimited</a>).</p> <p>Following are the names of vendors fulfilling the PQC:</p> <ul style="list-style-type: none"> <li>(i) M/s Schlumberger Asia Services Ltd.</li> <li>(ii) M/s Halliburton Offshore Services Inc.</li> <li>(iii) M/s Baker Hughes Singapore PTE Ltd.</li> </ul> <p>However, tender enquiry can also be issued to those firms who request OIL for issuance of the tender enquiry and who meet the Pre-Qualification Criteria. Interested bidders who meet the Pre-Qualification Criteria may forward their written</p>

		request for issuing the Tender Enquiry (in their name), alongwith relevant documents (to establish their compliance with the Pre-Qualification Criteria) to this officer. Request for issuance of tender enquiry should be made from 13.12.2018 to 22.12.2018			
8	Period for application complying the PQC for issuance of tender enquiry	13.12.2018 to 22.12.2018			
9	Period of Data Viewing & receipt of Pre-bid Queries from bidders	<b>“OIL will open Data rooms at Assam for PQC qualified prospective bidders to review available technical data for Tengakhat and Jorajan Area. The data room will start from 24.12.2018 to 29.12.2018. Each of such prospective bidder is required to indicate to OIL in writing for its intentions to review the data alongwith the preferred date within the data viewing schedule. Names of representative alongwith their details including nationality will be informed to OIL. If such prospective bidder desires to take the data, then separate request for the same is to be submitted with details of data required.</b>			
10	Last Date for Receipt of Pre-bid Queries	04.01.2019 upto 15:30 Hours.			
11	Date of Pre-bid Conference	08.01.2019 <b>at 10:00 HRS.</b> at <b>Guwahati, Assam (Tentative)</b>			
12	Closing / Opening date & time of Techno-commercial (unpriced) bid	As per the online E-tender portal			
13	Bid validity	<b>120</b> days from the date of Techno-commercial bid opening.			
14	EMD / Bid Bond / Bid Security	<b>Category</b>	<b>Location</b>	<b>Bid bond amount per group in INR</b>	<b>Bid bond amount per group in USD</b>
		Group-1	Tengakhat	5,00,00,000/- (Five Crores)	700,000/- (Point 7 Million)
		Group -2	Jorajan	5,00,00,000/- (Five Crores)	700,000/- (Point 7 Million)
		<b><u>The EMD should be Valid till 31.12.2019</u></b> <b><i>Note:- Bidders are advised to ensure that in the Bid Bond Bank Guarantee signatures of both Witness and Telephone No. &amp; Fax No. of Issuing bank are available.</i></b>			
15	Performance Bank Guarantee/ Security Deposit	Contractor(s) i.e. Successful Bidder(s) shall submit PBG for <u>10%</u> of Annualized value of contract for the first five years which will be revised to annualized contract value for next five years at the end of first five years and so on. PBG must be valid for <b>90</b> days beyond period of the Contract			



		period.
16	Tender Terms & Conditions	Tender will be governed by terms & conditions as <u>per Part 1 to Part 3</u> of bid document.
14	Evaluation Methodology:	As Bid Evaluation Criteria (Part -2)
15	Price-Bid Formats	Price Formats are at (Proforma-B1 & B2
16	Techno-Commercial BEC Matrices	Bidders are required to submit BEC/BRC Evaluation Matrix <b>Proforma-BEC</b> , duly filled-in and signed on all the pages by the person signing the bid.
17	Correspondence Address	<b>CGM-CONTRACTS,OIL INDIA LIMITED,Contracts Department,P.O. Duliajan-786602,Dist. Dibrugarh, Assam, India,E-mail: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a></b>
18	Bidder should submit in their bid specific acceptance/compliance to each requirement of Technical specifications and Scope of Works and all terms & conditions of tenders.	
19	Prices shall be quoted strictly as per <b><u>on-line price bid formats at</u></b> (Proforma-B1 & B2 of the tender document. <b><u>For submission Price bid:</u></b> Price are to be quoted as per online price formats available separately under the Tab “Note and Attachment” under RFx for all the respective Categories.	
20	Firm(s) which has been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered and will be returned un-opened to the concerned firm(s) within a period of seven days from the due date of opening of tenders.	
21	OIL reserves the right to reject, accept or prefer any bid 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 or Bidders of the ground for OIL's action. The OIL also reserves to itself the right to accept any bid in part or split the order between two or more bidders.	

## 22.0 Pre-Bid Meeting/ Conference:

- 22.1 The tentative date for Pre-bid conference is 08.01.2019 **at 10:00 HRS.** at **Guwahati, Assam** for the purpose of clarification of points on technical and commercial issues relating to the Bidding Documents, if any. The bidder is requested to submit any query/ clarification on Bidding Documents in writing to reach the Company on or before due date for the clarification, for the purpose of discussion in pre-bid conference through e procurement portal.

No further queries/ clarification on bidding documents will be entertained / accepted by the Company thereafter.

- 22.2 Bidders should depute their authorized representative who should be competent to take on the spot decisions.
- 22.3 Any modification to the Bidding Documents listed in Clause 18.0 above, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of addendum(s) to the Bidding Documents and not through the minutes of the pre-bid meeting.
- 22.4 Non attendance at the pre-bid conference shall not be a cause for disqualification of a bidder.

23. **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.

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

- 24.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 24.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 24.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.
- 24.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors not having User ID & password can obtain User ID & password through online vendor registration system in e-portal.

#### **25.0 IMPORTANT NOTES:**

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the qualified bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the

contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

- iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.
- vi) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.**

RFX Response Number	60037504	RFX Number	TESTARUP	Status	In Process	Submission Deadline	15.04.2017 11:00:00 INDIA	Opening Date	1
RFX Response Version Number	Active Version	RFX Version Number	1						

RFX Information	Items	Notes and Attachments	Conditions	Summary	Tracking
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Basic Data	Questions	Technical Attachments
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▼ Notes

Clear

Category	Description
<a href="#">Conditions of Participation</a>	-Empty-
<a href="#">Bid Invitation/Auction Text</a>	-Empty-
<a href="#">Bidder's Remarks</a>	-Empty-
<a href="#">Purchaser's Remarks</a>	-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Proce
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.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

(A J Sarmah)  
**DY. GENERAL 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) An Invitation o Bid highlighting the following points:
    - (i) Company's Tender No. & Type and Tender Fee
    - (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
  - (b) Instructions to Bidders, (ITB) (Part-1)
  - (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
  - (d) Pre-Qualification Criteria, (Part-2A)
  - (e) General Conditions of Contract, (Part-3, Section-I)
  - (f) Terms of Reference/Technical Specification, (Part-3, Section-II)
  - (g) Special Conditions of Contract, (Part-3, Section-III)
  - (h) Estimated CIF value of items at the time of import, (Proforma-A)
  - (i) BEC/BRC Evaluation Matrix (Proforma-BEC)
  - (j) Price Schedule Format, (Proforma-B1 & B2)
  - (k) Local content Proforma (Proforma BB)
  - (l) Bid Form, (Proforma-C)
  - (m) Statement of Non-Compliance, (Proforma-D)
  - (n) Bid Security Form, (Proforma-E)
  - (o) Performance Security Form, (Proforma-F)
  - (p) Agreement Form, (Proforma-G)
  - (q) Proforma of Letter of Authority, (Proforma-H)
  - (r) Authorisation for Attending Bid Opening, (Proforma-I)
  - (s) Proforma of Bank Guarantee towards PP- LC, (Proforma-J)
  - (t) Proforma of Bank Guarantee – Supporting Company (Proforma-K)
  - (u) Gurantee By the Supporting Compnay/Deed of Gurantee (Proforma-L)
  - (v) Integrity Pact, (Annexure-A)
  - (w) Annual Turnover & Net worth of Bidder (Annexure-B)
  - (x) Certificate Of Compliance – Financial Evaluation (Annexure-C)
  - (y) Safety Measures (Annexure-D)
- 2.1** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.
- 4.0 AMENDMENT OF BID DOCUMENTS:**
- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["RFx Information- Technical Attachment" tab for any Amendments to the 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 prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.1 **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.
  - (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
  - (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.12 & 11.13 below.
  - (iv) Copy of Bid-Form without indicating prices in Proforma-C
  - (v) Statement of Non-compliance as per Proforma-D
  - (vi) Proforma-A: List of items to be imported without the CIF values.
  - (vii) Copy of Priced Bid **without indicating prices** (Proforma-B)
  - (viii) Integrity Pact digitally signed by OIL's competent personnel as

Annexure-A, attached with the bid document to be digitally signed by the bidder.

- (ix) Bid Evaluation Sheet (Proforma-J)
- (x) Technical Evaluation Sheet (Proforma-K)

**(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-B1 & B2
- (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.

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

8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, 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. GST rate and Amount to be shown as per the Price bid format.

**9.0 CURRENCIES OF BID AND PAYMENT:**

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

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

**10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

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

**11.0 BID SECURITY:**

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 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/Tender vide **Proforma-E** or online payment through OIL's e portal in or an irrevocable Letter of Credit (L/C) from any of the following Banks –
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
  - b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
  - c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
  - d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non 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:
- i) The bidder withdraws the bid within its original/extended validity.
  - ii) The bidder modifies/revise their bid suo-moto.
  - iii) Bidder does not accept the order/contract.
  - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.



- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder

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

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

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

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

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

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

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

## 12.0 **EXEMPTION FROM SUBMISSION OF BID SECURITY:**

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

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

**13.0 PERIOD OF VALIDITY OF BIDS:**

- 13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120** days from Bid Closing Date.
- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**14.0 SIGNING OF 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. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-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-Two Bid System. Bidder shall submit the Technical Bid and Priced Bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical RFx Response", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB :

- i) The Original Bid Security along with 2(two) copies
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.

- iv) Printed catalogue and literature if called for in the bid document.

Documents sent through E-mail/Fax/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.
- 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.
- 19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.
- 20.0 EXTENSION OF BID SUBMISSION DATE:**
- Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.
- 21.0 BID OPENING AND EVALUATION:**
- 21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been

furnished, whether documents have been digitally signed and whether the bids are generally in order.

- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.3.
- 21.6 Normally, no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **22.0 OPENING OF PRICED BIDS:**

- 22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.

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

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

**23.0 CONVERSION TO SINGLE CURRENCY:**

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

**24.0 EVALUATION AND COMPARISON OF BIDS:**

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

**24.1 DISCOUNTS / REBATES:**

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

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

**24.3 LOADING OF FOREIGN EXCHANGE:**

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

**24.4 EXCHANGE RATE RISK:**

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

**24.5 REPATRIATION OF RUPEE COST:**

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

**25.0 CONTACTING THE COMPANY:**

25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6**.

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

**D. AWARD OF CONTRACT**

**26.0 AWARD CRITERIA:**

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

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

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

**28.0 NOTIFICATION OF AWARD:**

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

**29.0 PERFORMANCE SECURITY:**

- 29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
  - b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
  - c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

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

- a) Full address.
- b) Branch Code.



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

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

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

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

- 29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**30.0 SIGNING OF CONTRACT:**

- 30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 30.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 30.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

**31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the

party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**32.0 CREDIT FACILITY:**

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

**33.0 MOBILISATION ADVANCE PAYMENT:  
Deleted**

**34.0 INTEGRITY PACT:**

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

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

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

**35.0 LOCAL CONDITIONS:**

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations

concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

**36.0 SPECIFICATIONS:**

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

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

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

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

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

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

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

*“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder).”*

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

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

- 37.3** Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) 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** 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.
- 37.5** 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.
- 37.6** **Determination of LC:**
- 37.6.1** 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.
- 37.6.2** 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.
- 37.6.3** 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.
- 37.6.4** 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.

**37.7 Calculation of LC and Reporting:**

**37.7.1** 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.

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

**37.8 Certification and Verification:**

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

**37.8.1.1** 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.

**37.8.1.2** 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.

**37.8.2** 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.

- 37.8.3** 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.
- 37.8.4** 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.
- 37.8.5** OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 37.9** **Sanctions :**
- 37.9.1** OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 37.9.2** The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 37.9.3** 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.
- 37.9.4** 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.
- 37.9.5** In pursuance of the clause No. 37.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Proforma- J) equivalent to the amount of PBG.

**END OF PART - 1**

**&&&&**

**PART – 2**

**BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) -**  
**- Uploaded Separately.**

**PART – 2A**

**Pre-Qualification Criteria- Uploaded Seperately.**



**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, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.
- 2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. should be completed by Contractor within 120 days from the Effective Date of the Contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.
- 2.3 **DATE OF COMMENCEMENT OF OPERATION:** The date on which the mobilization is completed in all respects is treated as date of Commencement of Operation.

- 2.4 **DURATION OF CONTRACT:** The contract shall be initially for a period of 15(Fifteen) years from the date of commencement of operation. The terms and conditions shall continue until the end 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/Scope of Work. The Contractor shall execute the work with professional competence and in an efficient and workman like manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel 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 Comply with all applicable statutory obligations specified in the contract.
- 3.5 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.
- 3.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of the contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**
- 5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.

- 5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).

**6.0 WARRANTY AND REMEDY OF DEFECTS**

- 6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.
- 6.2 Should Company discover at any time during the tenure of the Contract or within 3(three) months after completion of the operations that the Work 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 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. 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.

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 belonging to the Contractor or its subcontractor 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 insurance amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - 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.
- 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 ten days. Either party will have the right to terminate the contract if such 'force majeure' condition continues 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 period unless otherwise agreed to. Time for performance of the relative

obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.

- 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 contract, thereof.
- 13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 13.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from **13.1** to **13.6** and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.
- 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:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 10 Crore	Sole Arbitrator	OIL
Above Rs. 10 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> 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. deleted
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iv) 60% of the fees if the hearing has commenced.
  - (v) 80% of the fees if the hearing is concluded but the award is yet to be passed.
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, both parties shall equally share all expenditures that may be required to be incurred.
10. The fees and other administrative/secratarial expenses of the arbitrator(s) shall be paid in terms of the Act and such expenses shall be equally borne by the parties.
11. Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
12. 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 arbitrations will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

### 14.3 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the Bidder / Contractor and/or with any other person involved or connected or dealing with bid / contract / bidder / contractor.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder / Contractor.
- iii) Any claim which is less than Rs.25.00 Lakhs

### 15.0 NOTICES:

- 15.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

**Company**

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

- b) **For technical matters**  
Chief General Manager (G&R)  
OIL INDIA LIMITED  
PO Duliajan - 786602,  
Assam, India  
Fax No. 91-374-2800521  
Email: gnr@oilindia.in

- c) **Contractor**

\_\_\_\_\_

\_\_\_\_\_

Fax No. :

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

### 16.0 SUBCONTRACTING/ASSIGNMENT:

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

- 16.2 If against the contract 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 @ 0.5% of 1<sup>st</sup> year contract value of each Rig including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section - I.
- 18.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 18.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

- 19.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10 % of 1 year estimated Contract Price) with validity of 3(Three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 12.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer/chemist will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.
- 21.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.
- 22.0 **LIABILITY:**
- 22.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 22.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 22.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 22.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such



injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

- 22.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 22.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 22.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 22.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 23.0 **INDEMNITY AGREEMENT:**
- 23.1 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.
- 23.2 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.

- 24.0 **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.
- 25.0 **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).
- 26.0 **WITHHOLDING**: Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section-II.
  - b) Contractor's indebtedness arising out of execution of this Contract.
  - c) Defective work not remedied by Contractor.
  - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
  - e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
  - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
  - g) Damage to another Contractor of Company.
  - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
  - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

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

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

27.0 **APPLICABLE LAW:**

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

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

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

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

29.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

- 30.0 **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.
- 31.0 **WAIVER**: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.
- 32.0 **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.

**END OF SECTION – I**

**&&&&**

**Part-3**  
**SECTION- II**

**TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS –uploaded  
seperately**

**Part-3**  
**SECTION-III**  
**SPECIAL CONDITIONS OF CONTRACT**

**Uploaded seperately**

**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.

Sd/-  
A.J Sarmah

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

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

Witness 1: .....

Witness 2: .....

Place: Duliajan  
Date. 11.12.2018

**PROFORMA-A**

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

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

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Seal of the Bidder:

**PROFORMA-B1 & B2**

**Price Schedule Format**

**Tender No: CDG9977L19**

***Please find the Price Schedule Format (Proforma B1 & B2) under Notes  
and Attachment***

**PROFORMA-C**

**BID FORM**

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

**Sub: Tender No: CDG9977L19**

*Gentlemen,*

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**PROFORMA-D**

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

**Tender No: CDG9977L19**

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:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**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.

**PROFORMA-E****FORM OF BID SECURITY (BANK GUARANTEE)**

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

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

SEALED with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 2019.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:  
 BANK EMAIL ID:  
 BANK TELEPHONE NO.:  
 IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:  
 Name of the Contact Person at the Controlling Office with Mobile No. and  
 E-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_



(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

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

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

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

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

**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 \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

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

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

**PROFORMA-G****AGREEMENT FORM**

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's **Tender No: CDG9977L19**. 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-H**

**PROFORMA LETTER OF AUTHORITY**

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

Sir,

**Sub: OIL's Tender No: CDG9977L19**

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

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

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

**PROFORMA-I**

**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: CDG9977L19**

We authorize 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-J****Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To

Oil India Limited

\_\_\_\_\_

\_\_\_\_\_

India

Dear Sirs,

1. In \_\_\_\_\_ consideration \_\_\_\_\_ of

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

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

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any



security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

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

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

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

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

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

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

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

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

WITNESS NO.1

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Full name and official address  
address  
(In legible letters)  
Stamp

Full name, designation and  
(In legible letters)  
with Bank

WITNESS NO.2

Attorney as power of

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

Attorney no.\_\_\_\_\_  
Dated\_\_\_\_\_

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

**PROFORMA-K****FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY**

**To**  
**M/s OIL INDIA LIMITED (OIL)**  
**CONTRACTS DEPARTMENT**  
**DULIAJAN, ASSAM, INDIA, PIN-786602**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s \_\_\_\_\_ (Name of the ultimate parent) having its registered/head office at \_\_\_\_\_ is the **"Ultimate Parent"** of **"Supporting Company"** M/s..... (Name of the supporting company with address)/M/s..... (Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ ..... towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, 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 / **ULTIMATE PARENT/SUPPORTING COMPANY** 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 there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

The above message/intimation shall be sent through SFMS (indicating the Contract Number) 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.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**PROFORMA-L**

**GURANTEE BY THE SUPPORING COMPANY/GUARANTOR  
DEED OF GUARANTEE**

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

WHEREAS;

M/s Oil India Limited, a company duly registered under the companies Act 1956, having its Registered Office at Duliajan, Dist: Dibrugarh, Assam-786602, India and having Corporate Office at Plot No. 19, Sector-16A, Noida, UP hereinafter called “Company” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number..... for ..... on.....

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

The Gurantor Company holds more than 50% paid up equity capital of the the bidder/contractor/ service provider.

The Gurantor Company meets all the financial criteria parameters stipulated under the aforesaid tender and wishes to support the bidder/contractor/ service provider to make it eligible to submit its bid.

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

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

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

The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Contractor of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the Company, take-up the job without any demur or obligation, in continuation and without loss of time and without any cost to the Company and duly perform the obligations of the Contractor to the satisfaction of the Company. In case the guarantor also fails to discharge its obligations herein and complete the job satisfactorily, Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor.

The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or unsatisfactorily performance by the Guarantor or the Contractor of any of their obligations.

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Gurantee (PBG) to the Company, equivalent to 50% of the value of the PBG to be submitted by the bidding company, in the prescribed format within 15 days from the date of issue of LOA, as gurantee of performance by the bidder/contractor/ service provider. The gurantor hereby agrees that decisions by the Company about the performance of the bidder/contractor/ service provider shall be final and shall not be questioned by the gurantor. Gurantor shall have no objection to invocation of Performance Bank Gurantee (PBG) submitted by the Gurantor.
2. The Guarantor agrees that the Guarantee herein contain shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Contractor.
3. The Guarantor shall be jointly with the Contractor as also severally responsible for satisfactory performance of the contract entered between the Contractor and the Company.
4. The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Contractor and the Company i.e. upto and in no event shall be Guarantor's liability hereunder, either in its capacity of Guarantor or as a Contractor should it perform the contract in the event of the Contractor's non-performance as per point 1 hereinabove, exceed that of the Contractor under the mutually agreed contract awarded to the Contractor. This will, however, be in addition to the forfeiture of the Performances Guarantees furnished by the Contractor.
5. The Guarantor represents that the Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the government and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf on (Parent Company)

M/s\_\_\_\_\_

Witness:

1.

2.

\*strikeout, if not applicable

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto .....**(as the case may be)** are correct.

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

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

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature



**Annexure- C of BEC**

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

**CERTIFICATE OF COMPLIANCE OF FINANCIAL EVALUATION CRITERIA:**

**Ref Clause No. 10.1 of the BRC/BEC – under C. Commercial Evaluation Criteria  
of the Tender**

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

The financial parameters of ..... (Company or firm name with address) are equal to or more than required value as mentioned under Commercial Evaluation criteria clause no. 10.1 . In case the information contained in the 'certificate of compliance', is found to be incorrect later on after opening of price bids, then our bids will be rejected in case we is not actually meeting the required financial criteria.

Place : .....

Date :.....

SIGNATURE OF THE DECLARANT

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

**SUB: SAFETY MEASURES FOR TENDER NO. Tender No: CDG9977L19**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

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

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Date \_\_\_\_\_

Faithfully

M/s \_\_\_\_\_

Yours

FOR & ON BEHALF OF CONTRACTOR

## **Part 2**

### **BID REJECTION CRITERIA / BID EVALUATION CRITERIA (BRC/BEC)**

#### **1.0 VITAL CRITERIA FOR BID ACCEPTANCE:**

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders who purchased the tender document. The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. If the bidder still maintains exceptions/deviations in the bid, such conditional/non-conforming bids shall not be considered and may be rejected.

#### **1.1 GENERAL CONFORMITY**

Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications/conditions. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender, for avoiding rejection of their bid. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected:

#### **A. TECHNICAL EVALUATION CRITERIA:**

- 1.0 Service Provider should be a registered company / LLC. Service Provider and should have a minimum 3 years of experience in executing PEC Contract in the last 10 years.
- 2.0 Service Provider should have a minimum cumulative aggregate investment of USD 300 million in the above mentioned PECs.
- 3.0 In support of the experience, the bidder must furnish documentary evidences, at least self-certified. The bidder must furnish the names and addresses of the clients along with the name & nature of the projects in the bid.
- 4.0 Service Provider shall bid incremental production profile for the entire contract period of 15 years as per Appendix-I of BEC/BRC. Bids not complying with this criteria shall be rejected.

- 4.0 Service Provider shall submit in their Techno-Commercial bid the Field Development Plan (FDP) as per the format provided at Appendix-III of SOW. The Field Development Plan of the Service Provider shall clearly indicate the no. of development wells, no. of work over jobs, no. of well stimulation jobs, artificial lift optimization plan, water injection optimization plan etc., which shall be commensurate with the incremental production profile quoted by the Service Provider.
- 5.0 Further, in the opinion of Owner, if the incremental production quoted by the Service Provider is considered unachievable based on the physical plans as provided in the FDP submitted by the Service Provider, Owner may, at its option, seek supplementary information / details explanation / clarifications from Service Provider to justify the incremental production quoted by them and in case, the incremental production quoted by the Service Provider is still considered infeasible / unachievable in the opinion of OIL, then the bid of such Service Provider shall be rejected.
- 6.0 The bidder must confirm in their bid the availability of state-of-the-art geological modelling software (PETREL/ ROXAR or similar) and simulator (ECLIPSE/ PETREL RE/ NEXUS / CMG STAR or similar suite of software. OIL's personnel will be allowed free access to the use of the software during the course of this study.
- 7.0 Bid should be complete by covering all the Scope of Work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues /literatures wherever required. Incomplete and non-conforming bids will be rejected outright.
- 8.0 The Bidder must confirm to mobilize the services within 180 days from issue of LOA. Offers indicating mobilization time more than 180 days from the date of issuance of LOA will be summarily rejected.

**B. FINANCIAL EVALUATION CRITERIA:**

In the un-priced bid, the bidder will submit a 'certificate of compliance' (as per format attached at Annexure-C) to the effect that the financial parameters of the bidder are equal to or more than required value as mentioned under Commercial Evaluation criteria clause no. 10.1 (below) . In case the information contained in the 'certificate of compliance', is found to be incorrect later on after opening of price bids, then their bids will be rejected in case the bidder is not actually meeting the required financial criteria."

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

**C. COMMERCIAL EVALUATION CRITERIA:**

- 1.0 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both “Technical” and “Commercial” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the Price Bid Format.
- 1.1 However, the following documents should be submitted in physical form, in a sealed envelope superscribed as "Physical documents against e-procurement Tender Number **CDG9977L19**, due on 31 to be opened by Tender Opening Officers at 1400 Hrs, on due date for opening of bid” to the office of CGM - Contracts Department, Duliajan on or before 12:45 Hrs. of the closing date specified for submission of bid through e-bidding portal.
- i) The Original Bid Security.
  - ii) The “Power of Attorney” or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special “Power of Attorney” relating to the specific tender of OIL only.  
  
A notarized true copy of the “Power of Attorney” shall also be accepted in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarized true copy shall not be accepted.
  - iii) Any other documents required to be submitted in physical form as per tender requirement.
- 2.0 Bids should be valid for 120 Days. Bids with shorter validity will be rejected as being non-responsive.
- 3.0 Bid Security for an amount of US\$ 700,000 /Rs. 5 Crore in Original shall be furnished as a part of the Technical Bid and shall reach OIL’s designated office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL’s E-Procurement portal along with the Technical Bid.

The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

- 4.0 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.
- 5.0 Acceptance of Terms & Conditions: The bidder must confirm unconditional acceptance of Instruction to Bidders at Part-1, General Conditions of Contract at Part-3 (Section – I) and Special Conditions of Contract at Part-3 (Section – III).
- 6.0 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.
- 7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 8.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 9.0 Personnel and Corporate Taxes: Bidder shall bear, within the quoted rates, the Personnel Tax, as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.
- 10.0 **Criteria for ascertaining Financial Capability of the Bidders:**
  - 10.1 All the below mentioned applicable criteria shall be met by the bidders:
    - i. **Turnover of Service provider:** 50% of annualized bid value or more:
    - ii. **Net-worth of Service provider:** 15% of annualized bid value or more

iii. **Working Capital:** 15% of annualized bid value or more.

Annual Financial Turnover of the bidder in any of preceding three financial / accounting years, reckoned from the original Bid closing date will be considered for evaluation.

Net-worth shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.

Net-worth, working capital shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.

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

10.1.1 For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

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

OR

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

10.1.1.1 In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only

after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

10.1.1.2 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

10.1.2 The basis of bid value shall be the price quoted by the bidder including duty and taxes, if any, which is taken into consideration for evaluation. However, in case Customs duty in respect of foreign bidders is not a part of their quotation, it shall not form basis for determining the bid value.

10.1.3 The bid value shall be determined / worked out considering the Service Fees for Incremental Production multiplied by the production as per the 15 years production profile submitted by the bidder plus Maintenance Fee for the 15 years period. The annualized bid value shall be the bid value as determined above divided by 15.

**10.1.4 Bidder shall be a single entity which includes Incorporated Joint Venture.**

(i) Following documents to be submitted by the bidder:

- a. The bidder shall submit its Audited consolidated financial statement with all its subsidiaries which shall be the basis for meeting the requirement under Financial Criteria.
- b. In cases where the bidding/ supporting company are not required to prepare consolidated financial statement as per the statute of the country of the bidding /supporting company as applicable, the bidder shall provide justification for the same along with certificate from a practising Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the consolidated financial account as per the accounting standards of the country of the bidding/ supporting company as the case may be, duly certified by the practicing chartered accountant or equivalent.



- (ii) Net worth shall mean: "Share capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".
- (iii) The Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases of foreign bidders and where Statutory Audit is not required as per law, financial statement should be audited by Chartered Accountant Firm or equivalent (In case of foreign bidder).
- (iv) Bidder will provide a statement containing the value of each financial parameter required in the tender based on bidder's audited consolidated financial statement as defined in BEC.
- (v) Confirmation to the effect whether the bidder is quoting on his own financial capability or on the financial capability of his supporting company

A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-

- i. The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder either directly or through immediate subsidiaries
- ii. The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.
- iii. Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Proforma K.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- iv. In such cases, all applicable financial parameters viz. Turnover, Net-worth, working capital of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.
- v. Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:
  - a) Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.
  - b) A Corporate Guarantee from the supporting company in the prescribed format at Proforma -L.
  - c) A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company.
  - d) Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.
  - e) Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Proforma-K.

Note:

In case Supporting company fails to submit Bank Guarantee as above, EMD/Security Deposit submitted by the bidder shall be forfeited.

- f) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

The above certificates/ undertakings should be of a date after Tender publication date.

- (vi) Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.

If the bidder's working capital is inadequate in meeting the tender requirements, then the bidder can make good this shortfall through a line of credit confirming the availability of unutilized line of credit for meeting the shortfall from his banker, through a letter specifically mentioning the tender number. The line of credit should be from Scheduled Commercial Bank working in India or foreign bank in India.

- (vii) In the tender, if there is specific provision allowing bidders to quote part quantity for each item/ category / group (evaluation in that case being done item wise /category wise/ group wise), then bidder should meet financial criteria required for the item/category/group and being offered by the bidder. In case the bidder quotes for more than one item/category/group, then the bidder has to comply with the financial parameters after adding up all the item/category/group quoted by them in the tender.
- (viii) Above financial criteria shall also be applicable for cases where delivery / contract period for supply of goods / services/turnkey projects is less than one year, treating the bid value as the annualized bid value.

- 11.0 Any Bid containing false statement or false information or misleading information will be rejected.
- 12.0 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.
- 13.0 Bidders shall quote directly and not through their agents/ Representative/Retainer/Associate through India. Offers made by Indian agents/ Representative/Retainer/Associate on behalf of their foreign principals will be rejected. One Indian agent /Representative/ Retainer/ Associate cannot represent more than one foreign principal.
- 14.0 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 & Labour Law
- viii) Termination Clause
- ix) Integrity Pact

15.0 The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. **All the documents uploaded shall be digitally signed by the authorized signatory of the bidder by the person as per power of attorney submitted.**

16.0 Offers not accompanied with a copy of valid GST registration certificate under GST Legislation of India. In case of foreign bidders, if GST registration certificate is not available at the time of submission of bid, the bidder shall submit an undertaking to provide copy of the same along with first invoice. (Not applicable for supply of Service by foreign service provider providing services from outside India who do not have any fixed place of business or residence in India. Such bidder shall provide undertaking to that effect)

17.0 Indian agent is not permitted to represent more than one foreign bidder (Contractor) in a particular tender. In case an Indian agent represents more than one foreign bidder (Contractor) in a particular tender, then offers of such foreign bidders shall be rejected in that tender.

**D. PROCEDURE TO BE FOLLOWED FOR BID EVALUATION**

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 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.

2.0 Evaluation of bids (H1 basis) :-

2.1 The evaluation shall be done Group-wise (i.e. Jorajan Area and Tengakhat Area) Bidders may quote for one or both the groups. The evaluation will be based on the PV calculation as under:  $PV \text{ of } [(Net \text{ Incremental production of oil} \times Net \text{ price of oil}) + (Net \text{ incremental production of Gas} \times Net \text{ price of Gas}) - (Net \text{ Incremental production of Oil} \times Service \text{ Fees for Incremental Production of Oil}) - (Net \text{ Incremental production of Gas} \times Service \text{ Fees for Incremental Production of Gas}) + (Base \text{ line Production of Oil} \times (Ceiling \text{ maintenance fee of oil} - quoted \text{ maintenance fee of oil})) + (Base \text{ line Production of Gas} \times (Ceiling \text{ maintenance fee of gas} - quoted \text{ maintenance fee of gas}))]$

Where,

Net Oil is net of BS&W.

Net gas production is net of internal consumption and flaring.

Net Price of Oil is net of applicable levies which is USD 42.53 at gross price of USD 64.04 per bbl.

Net price of Gas is net of levies which is USD 3.05 at gross price of USD 3.36 per MMBTU.

The above prices shall be considered for the purpose of bid evaluation.

The PV shall be calculated considering the incremental production for 15 years as per the production profile submitted by the bidder.

3.0 Bidder must include all liabilities and taxes including statutory liabilities but excluding GST [to be quoted separately].

4.0 Percentage of Indian Agency Commission, if any, should be included in above rates (Please also indicate name & address of your Indian agent, if any)

- 5.0 The items mentioned in above clause are to be read in conjunction with Special Conditions of Contract, (Part-3, Section-III).
- 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 as per Proforma-B1 & B2.
- 7.0 Discount : Bidders are advised not to indicate any separate discount. Discounts if any, shall be merged with the quoted rates. Discounts of any type indicated separately will not be taken into account for evaluation purpose. However, in the event of such an offer emerging lowest without considering the discount, OIL shall avail the discount at the time of award of contract.
- 8.0 Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable on the scheduled date of submission of Price-Bids and OIL would not undertake any responsibility whatsoever in this regard.
- 8.1 Accordingly, bidders should quote the prices, clearly indicating the applicable rate of GST / description of service as per GST rules (under which the respective service is covered), Service Accounting Code, along with all other taxes and duties applicable.
- 8.2 Total price inclusive of GST as applicable shall be taken for evaluation
- 8.3 In case the GST is not quoted explicitly in the offer, the offer will be considered as inclusive of GST and also provisions of change in law will not apply.
- 9.0 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.

## **E. GENERAL**

- 1.0 In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.

- 2.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of tender elsewhere, then the clauses in the BRC 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% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

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

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

**6.0 COMPLIANCE WITH THE REQUIREMENTS OF BID EVALUATION CRITERIA (BEC) AND ALL OTHER TENDER CONDITIONS:**

**Advice to bidders for avoiding rejection of their offers:**

OIL has to finalise its purchase within a limited time schedule. Therefore, it may not be feasible for OIL to seek clarifications in respect of incomplete offers.

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OILs terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

**Submission of 'BEC/BRC-Compliance matrix' duly filled-in, to re-confirm compliance with tender requirements:**

Bidders should submit the '**BEC/BRC -Compliance matrix**' (as enclosed with the bid document) duly filled-in, so as to re-confirm compliance with each of the requirements of BEC and other important conditions of the tender. Each such confirmation should be clearly stated in the 'Bid Matrix' indicating "Confirmed" or "Not Confirmed", as applicable. Further, against each such confirmation, bidders should also indicate the reference/location (page No. /Annexure etc.) of the respective detail(s)/document(s) enclosed in the bid, so as to easily locate the same in bid document.

Bidders are advised to ensure submission of the 'Bid.



**Part-2A**

**TENDER NO. CDG9977L19**

**Pre-Qualification Criteria (PQC)**

**The interested Parties who meet the ‘Pre-Qualifying criteria’ as below may also apply for issue of Tender documents. Such application must reach Contracts Department, Duliajan on or before 22.12.2018, 15:30 Hours. The application must be complete in all respects and the same should accompany all the requisite documents as indicated in the PQC failing which the application will be considered as rejected”. Late application and any delay by post/courier will not be entertained.**

**As part of application, party should provide the filled up Annexures – I, II and III and should confirm to comply Annexure IV, V and VI in the Tender. An Undertaking in the Letter head as per Annexure-VII.**

## **Pre-Qualification Criteria (PQC)**

### **Production Enhancement Contract**

OIL intends to invite global Oil & Gas Service Providers with technical & financial strength with firm commitment to invest and possessing capabilities in the domains of G&G, Reservoir Characterization and Simulation, Drilling & Well Completion and overall Asset Management, to carry out production enhancement from mature oil and gas fields. This may include integrated Sub Surface, Drilling & Surface activities and preparation, updating & execution of Field Development Plans (FDP).

Interested Service Providers(SP) must demonstrate integrated capabilities across the entire value chain as well as experience of executing PECs successfully. Service Providers will be required to meet the below mentioned pre-qualification criteria

**The Service provider will be required to invest in CAPEX and OPEX to increase production from the existing “Baseline” production.**

The scope of work includes but not limited to following:

- i. G&G including reservoir modelling
- ii. Resource & Reserves assessment of the field
- iii. Integrated Asset development for production enhancement in order to improve recovery factor of the field.
- iv. Reservoir health management in line with GIPIP (Good International Petroleum Industry Practices)
- v. Surface facility Optimization/ Induction of new facilities
- vi. Induction of new technology / IOR/EOR planning and execution
- vii. Statutory clearance of identified locations including

LAQ

- viii. Application of best practices in Health Safety and environment (HSE)
- ix. Production co-management through asset management services.
- x. Any other activity for reservoir health and production improvement

For all the above activities, the Service Provider will be required to invest CAPEX and OPEX for execution of the development plans to achieve production enhancement.

### **5.0 Pre-Qualification criteria**

Considering the complexities as well as the contract period of Fifteen (15) years, it is anticipated that the prospective Service Provider (SP) may be one who is technically as well as financially competent on its own or a new venture could

be created wherein the entity may be banking upon its related companies controlled by an ultimate holding company. Hence for the purpose of meeting the criteria required made below mentioned at para 5, the term Service Provider (SP) would cover such single entity or such related companies controlled however by an ultimate holding company.

**a) Service Provider Experience**

- i. Service Provider should be a registered company / LLC
- ii. Service Provider should have a minimum 3 (three) years of experience in executing PEC Contract in the last 10 years on the date of publishing EOI offer for production enhancement of oil & gas.
- iii. Service Provider should have a minimum cumulative aggregate investment of USD 300 million in the above mentioned PECs .

**b) Technical Criteria**

Service Provider on its own and wherever permitted through sub-contracting arrangement should have competencies as per an **Annexure-I**. In case Service Provider (SP) intends to bid (at the time of formal tender) on the basis of technical experience of such company(ies) that are controlled by an 'ultimate controlling company', the requirements at **Annexure-II** must be met. The prospective Service Provider(s) are required to go through the requirements and confirm in their offer to this EOI, if they will be opting for such arrangement.

**c) PEC Experience**

To demonstrate their capabilities, the Service Provider should provide the following information:

- i. Number of projects currently under PEC contracts along with volume of oil and gas produced under each project.
- ii. Details of infrastructure under PEC contracts
- iii. List of the technology utilised for each of the PEC contracts.
- iv. PEC contracts experience case studies.
- v. Year wise investments made in PEC contracts.

Details of the PEC contracts are to be provided as per an **Annexure-III**. Further, the SP shall specify their experience in IOR / EOR projects for PEC /

Integrated service contracts (details/case studies to be submitted).

**d) Financial performance**

At the time of formal tender, the Service Provider (SP) on its own or through its financial supporting company will be required to meet the financial criteria requirement as per an **Annexure-IV**. However at EOI stage to assess financial strength / capability, the firm should provide their audited annual accounts to substantiate that the turnover of the SP / ultimate holding company is more than US\$ 1Billion.

**The Service Provider shall also provide following information:**

**a) Technology Centres**

The Service Provider (SP) to provide the details of Technology Centres/R&D institutes setup with relevant supporting documents as below:

- Technology Centres /R&D institutes available globally
- Technology Centres /R&D institutes available in India

**b) Indian establishment**

Service Provider or its direct, intermediate or ultimate Parent, or their direct or indirect subsidiaries (i.e. affiliates of the Service Provider) should provide details of expertise and experience in India incorporating the following information.

- i) Number of establishments in India and their Locations
- ii) Number of employees in India
- iii) List of in-house Oil and Gas Technologies that can be provided in India

**7.0 Contact Person details of the Service Provider (SP)**

- a) Name :
- b) Position :
- c) Telephone Number :
- d) Fax Number :
- e) Address :
- f) E-mail :

**8.0 Undertaking by Service Provider (SP)**

The following undertaking shall be provided by the intending Service Provider: -

***"The information provided in the support of qualification criteria is factually correct and the company meets the pre-qualification criteria".***

**Annexure-I to PQC****Pre-qualification Criteria: Technical Criteria for the SP****Part-A:** Mandatory in-house services of SP

Sl No.	Area	Capability * (In house)
1	G&G including Reservoir Modelling	
2	Drilling & well completion	
3	Logging	
4	Well Stimulation including HF	
5	IOR / EOR Techniques	

**\*Relevant capability documents with brochures, catalogues and case studies to be submitted.**

**Part-B:** Either through in-house or through sub- contracting

SI No.	Area	Capability * ( In house / Others)
1	Production Services including Artificial lift, monitoring and optimization, well optimization, flow assurance and others	
2	Surface facilities including design, de- bottlenecking & execution	
3	Mud &Cementation Services	
4	Well Intervention Services (Fishing, rigless services etc.	
5	HSE	

**\*Relevant capability documents with brochures, catalogues and case studies to be submitted**

**In case bid is proposed to be submitted on the basis of technical experience of such companies that are controlled by a 'ultimate controlling company'):**

(For the purpose of this clause 'ultimate controlling company' is the one that holds more than fifty percent of the paid up share capital of each of the companies viz. the bidding company, all the supporting companies, intermediate company and 'any other company' mentioned in the clause.)

Offers of those bidders (**not under consortium arrangement**) who themselves do not meet the technical experience criteria stipulated in the Pre-Qualification Criteria/ BEC can also be considered based on the experience of the company within the 'ultimate controlling company' subject to meeting of the following conditions;

- i. Provided that the supporting company and the bidding company are both controlled by an ultimate controlling company either directly or through its intermediate company or through 'any other company' within the ultimate controlling company.
- ii. Provided that the supporting company on its own and not through any other arrangement like Technical collaboration agreement meets the technical experience criteria stipulated.
- iii. Provided that with a view to ensure commitment and involvement of the ultimate controlling company for successful execution of the contract, the bidding company shall enclose an agreement (**as per format**) between them, their ultimate controlling company and the supporting company.
- iv. Undertaking to provide an additional PBG (as per format and instructions), equivalent to 50% of the value of the PBG to be submitted by the bidding company, is submitted either by Supporting Company which supports the bidding company or the Ultimate Controlling Company.
- v. Provided that the turnover of the ultimate controlling company in the last financial year is more than US\$ 1 billion. Copy of the latest published Audited Annual Report to be submitted by the ultimate/ holding parent company, along with the techno-commercial bid.
- vi. In case of contracts involving multifarious activities such as - (a) manufacturing /supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of multiple supporting company(ies) specializing in each sphere of activity, i.e. (a) manufacturing/supply

(b) installation and commissioning (c) servicing and maintenance. However, a” the supporting companies and the bidding company should be controlled by an ultimate controlling company, either directly or through its intermediate company or through 'any other company' within the ultimate controlling company.

- vii. In case of scenario at (vi) above, separate agreement for such activity(s) among each supporting, bidding company and the ultimate controlling company shall be submitted as per format. However, in such cases, additional PBG as per clause (iv) above shall be furnished by the ultimate controlling company.

**Note**

A certificate from the statutory Auditor of the bidding company as well as of the supporting company to establish the relationship and equity percentage holding between bidding company and the supporting company or bidding company, intermediary company, supporting company and ultimate controlling company as the case may be. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the original date of techno-commercial bid opening.



**Annexure-III to PQC**

Project Name of the PEC	Customer/Partner	Project Start Date	Project End Date or Duration of the Contract	Project awarded through nomination/ competitive bidding	Peak Volume of Production	Incremental volume of production above baseline	Project details including SP responsibilities and in-house technologies being provided	Is EOR being /has been implemented in the Project
1	2	3	4	5	6	7	8	9

## **Annexure-IV to PQC**

### **Financial Capability of the SP**

1. **Turnover of Service provider:** 50% of annualized bid value or more:
2. **Net-worth of Service provider:** 15% of annualized bid value or more
- 3 **Working Capital:** 15% of annualized bid value or more.

Annual Financial Turnover of the bidder in any of preceding three financial / accounting years, reckoned from the original EOI closing date should be at least USD 1 Billion ~~/ INR 112 Crores~~ as per the Audited Annual Reports. The proof of Annual Turnover should be either in the form of Audited Balance Sheet/Audited Annual Reports or Certificate from Chartered Accountant Firm indicating their Membership / code number as per Annexure-V.

Net-worth, working capital shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.

#### **NOTES:**

- i) In case the Audited Balance Sheet and Profit Loss Account submitted along with the EOI are in currencies other than INR or US\$, the Service Providers shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.
- ii) Certificates and documentary evidences required to be submitted in support of financial capabilities should be clearly legible and in English. If any certificate is submitted other than English language, it should be translated to English by a certified translator. Illegible and incomplete certificates or documents will not be considered for evaluation.
- iii) Net worth shall mean: "Share capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".
- iv) The Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases of foreign bidders and where Statutory Audit is not required as per law, financial statement should be audited by Chartered Accountant Firm or equivalent (In case of foreign bidder).

- v) Service provider will provide a statement containing the value of each financial parameter required in the tender based on bidder's audited consolidated financial statement as defined in BEC.
- vi) Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.

If the bidder's working capital is inadequate in meeting the tender requirements, then the bidder can make good this shortfall through a line of credit confirming the availability of unutilized line of credit for meeting the shortfall from his banker, through a letter specifically mentioning the tender number. The line of credit should be from Scheduled Commercial Bank working in India or foreign bank in India.

- (iv) For the purpose of ascertaining parameter of Turnover of the Service provider, annual turnover of any of the preceding three financial / accounting years, reckoned from the original EOI closing date shall be considered. The bidder will provide a copy each of audited consolidated annual Financial Statement of bidder with all its subsidiaries for previous three financial years for ascertaining their turnover. The date (i.e the financial year closing date) of the immediate previous year's audited consolidated annual Financial Statement should not be older than eighteen (18) months from the EOI closing date.
- (v)- (a) A Service provider which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-
  1. The Service provider is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder
  2. The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.
  3. In such cases, all applicable financial parameters viz. Turnover, Networth, Working Capital of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.
- (v)-b. Documents to be submitted by the Service provider, along with its techno-commercial bid, in case it is taking financial support from a supporting company:
  1. Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.
  2. A Corporate Guarantee from the supporting company in the

prescribed format.

3. A certificate from the Statutory Auditor of the bidder as well as of the supporting company to establish the relationship and equity percentage holding between bidder and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.
4. A Resolution passed by the Board of Directors of Supporting company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.
5. Undertaking shall be given by supporting company stating that more than 50% share-holding between Supporting Company and Bidding Company shall be maintained till the execution / completion of the contract.
6. Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided.
7. Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

The above certificates/undertakings should be dated after NIT date.

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto 31<sup>st</sup> March, 2018/31<sup>st</sup> December, 2018 (Strike-out whichever is not applicable) are correct.

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

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

Place:

Date:

Seal:

Membership Code:

Registration No.:

Signature

**GURANTEE BY THE SUPPORING COMPANY/GUARANTOR**

**DEED OF GUARANTEE**

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

WHEREAS;

M/s Oil India Limited, a company duly registered under the companies Act 1956, having its Registered Office at Duliajan, Dist: Dibrugarh, Assam-786602, India and having Corporate Office at Plot No. 19, Sector-16A, Noida, UP hereinafter called “Company” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number..... for ..... on.....

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

The Gurantor Company holds more than 50% paid up equity capital of the the bidder/contractor/ service provider.

The Gurantor Company meets all the financial criteria parameters stipulated under the aforesaid tender and wishes to support the bidder/contractor/ service provider to make it eligible to submit its bid.

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

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

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

The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Contractor of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the Company, take-up the job without any demur or obligation, in continuation and without loss of time and without any cost to the Company and duly perform the obligations of the Contractor to the satisfaction of the Company. In case the guarantor also fails to discharge its obligations herein and complete the job satisfactorily, Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor.

The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or unsatisfactorily performance by the Guarantor or the Contractor of any of their obligations.

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Gurantee (PBG) to the Company, equivalent to 50% of the value of the PBG to be submitted by the bidding company, in the prescribed format within 15 days from the date of issue of LOA, as gurantee of performance by the bidder/contractor/ service provider. The gurantor hereby agrees that decisions by the Company about the performance of the bidder/contractor/ service provider shall be final and shall not be questioned by the gurantor. Gurantor shall have no objection to invocation of Performance Bank Gurantee (PBG) submitted by the Gurantor.
2. The Guarantor agrees that the Guarantee herein contain shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Contractor.
3. The Guarantor shall be jointly with the Contractor as also severally responsible for satisfactory performance of the contract entered between the Contractor and the Company.
4. The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Contractor and the Company i.e. upto and in no event shall be Guarantor's liability hereunder, either in its capacity of Guarantor or as a Contractor should it perform the contract in the event of the Contractor's non-performance as per point 1 hereinabove, exceed that of the Contractor under the mutually agreed contract awarded to the Contractor. This will, however, be in addition to the forfeiture of the Performances Guarantees furnished by the Contractor.
5. The Guarantor represents that the Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the government and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of....., India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf on (Parent Company)

M/s\_\_\_\_\_

Witness:

1.

2.

\*strikeout, if not applicable



**Annexure –VII to PQC**

**[On company's Letter Head]**

Dear Sir,

This has reference to your tender document no. CDG9977L19 dated 12.12.2018 on the subject Production Enhancement contract [PEC].

We.....(Name of the Company) confirm that we meets the Pre-qualification criteria mentioned in the subject tender document.

Signature  
(Name & Designation of Authorized person)

**FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY**

**To**  
**M/s OIL INDIA LIMITED (OIL)**  
**CONTRACTS DEPARTMENT**  
**DULIAJAN, ASSAM, INDIA, PIN-786602**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s \_\_\_\_\_ (Name of the ultimate parent) having its registered/head office at \_\_\_\_\_ is the **"Ultimate Parent"** of **"Supporting Company"** M/s..... (Name of the supporting company with address)/M/s..... (Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ ..... towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, 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 / **ULTIMATE PARENT/SUPPORTING COMPANY** 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 there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

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

The above message/intimation shall be sent through SFMS (indicating the Contract Number) 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.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**GURANTEE BY THE SUPPORING COMPANY/GUARANTOR**

**DEED OF GUARANTEE**

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

WHEREAS;

M/s Oil India Limited, a company duly registered under the companies Act 1956, having its Registered Office at Duliajan, Dist: Dibrugarh, Assam-786602, India and having Corporate Office at Plot No. 19, Sector-16A, Noida, UP hereinafter called “Company” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number..... for ..... on.....

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

The Gurantor Company holds more than 50% paid up equity capital of the the bidder/contractor/ service provider.

The Gurantor Company meets all the financial criteria parameters stipulated under the aforesaid tender and wishes to support the bidder/contractor/ service provider to make it eligible to submit its bid.

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

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

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

The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Contractor of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the Company, take-up the job without any demur or obligation, in continuation and without loss of time and without any cost to the Company and duly perform the obligations of the Contractor to the satisfaction of the Company. In case the guarantor also fails to discharge its obligations herein and complete the job satisfactorily, Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor.

The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or unsatisfactorily performance by the Guarantor or the Contractor of any of their obligations.

1. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Gurantee (PBG) to the Company, equivalent to 50% of the value of the PBG to be submitted by the bidding company, in the prescribed format within 15 days from the date of issue of LOA, as gurantee of performance by the bidder/contractor/ service provider. The gurantor hereby agrees that decisions by the Company about the performance of the bidder/contractor/ service provider shall be final and shall not be questioned by the gurantor. Gurantor shall have no objection to invocation of Performance Bank Gurantee (PBG) submitted by the Gurantor.
2. The Guarantor agrees that the Guarantee herein contain shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Contractor.
3. The Guarantor shall be jointly with the Contractor as also severally responsible for satisfactory performance of the contract entered between the Contractor and the Company.
4. The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Contractor and the Company i.e. upto and in no event shall be Guarantor's liability hereunder, either in its capacity of Guarantor or as a Contractor should it perform the contract in the event of the Contractor's non-performance as per point 1 hereinabove, exceed that of the Contractor under the mutually agreed contract awarded to the Contractor. This will, however, be in addition to the forfeiture of the Performances Guarantees furnished by the Contractor.
5. The Guarantor represents that the Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the government and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

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

For & on behalf on (Parent Company)

M/s \_\_\_\_\_

Witness:

1.

2.

\*strikeout, if not applicable

## **Part-3, Section-II**

### **Terms of Reference/Technical Specification**

#### **Broad Scope of Work**

OIL intends to undertake production enhancement from its mature onshore fields under a “Production Enhancement Contract (PEC)” with suitable Service Providers (SP) of global repute who have the expertise, financial capability and in-house technical resource to increase production and the recovery factor from such fields.

The duration of the PEC will be 15 years and the SP will have to commit to invest in CAPEX and OPEX to increase production from the existing “Baseline” production. The remuneration will be paid as service fees which is to be paid in USD/barrel of oil and USD/MMBtu for gas for any “Incremental” hydrocarbon produced and saved over the Baseline. Baseline shall be prepared by OIL.

The Production Enhancement Contract (PEC) is to enhance the production from the field beyond the pre-specified production threshold and maximize the ultimate recovery through optimal exploitation of hydrocarbon reservoirs using best industry practices and methodology by deploying latest in-technology.

#### **1. OIL intends to take PEC services for:**

- (i) Area-1: Jorajan
- (ii) Area-2: Tengakhat

The detailed Scope of Work under the service contract includes all works related to G&G, Reservoir modelling, development drilling, work over operations, facility management & maintenance and all other services for field operations. The detailed Scope of work is placed at Appendix-I to SoW. The field documents with detail data/information are enclosed at Appendix-II to SoW.

#### **2. Deliverables under PEC:**

- (i) Service Provider to operate the field in a manner so as to increase production and recovery from the field by adopting best practices for reservoir management, implementing suitable new technologies including EOR/ IOR schemes.

#### **3. Broad modalities under PEC**

OIL will provide base line production profile for contract period. The Service Provider will provide incremental production profile for the contract period.

- (i) OIL has provided a Profile for No Further Activity Case (NFA). This include routine jobs such as well maintenance, stimulation and water injection (if any).
- (i) The base line profile will be generated by OIL over and above the NFA Case, considering Work over including zone transfer, identified drilling targets (if any) as well as any other activity already listed and has been considered as the Business as Usual (**BAU**) Case. Base line given in the tender document will be binding on the Service Provider.
- (ii) Service Provider shall bid for Incremental profile for the contract period over the baseline or BAU Case. The profile will be provided by the bidder from 01.04.19 on FY basis i.e. from 1<sup>st</sup> April to 31<sup>st</sup> March. The incremental profile will be submitted by the bidder for 15 years. In case service operations are started by bidder prior to 01.04.19, then production before 01.04.19 will be taken on Pro-rata basis with the year of 01.04.19 to 01.04.20.
- (iii) OIL will provide ceiling of maintenance fee for base production as a percentage of incremental service fees.
- (iv) The Service Provider to quote the service fees on \$ per bbl for incremental production and maintenance fee as a % of incremental service fees which shall not be higher than the ceiling percentage.
- (v) Service Provider shall provide the FDP (Field Development Plan) indicating the no. of development wells, no. of work over jobs, no. of well stimulation jobs artificial lift optimisation plan, water injection and optimisation plan etc. which shall be commensurate with the incremental profile. The format for FDP is given in Appendix-III to SoW.

#### **4. Roles and Responsibility Matrix under PEC:**

- (i) There will be a period of 6 months for mobilization of resources before the services operations are started by the Service Provider. This would give Service Provider assessment time to mobilize necessary resources.
- (ii) The Service Provider will be solely responsible for operating the field.
- (iii) Service Provider will be responsible for both Base and Incremental production.



- (iv) Service Provider will be responsible for conceptualization and implementation of reservoir maintenance, redevelopment and EOR/ IOR schemes.
- (v) OIL shall continue to be responsible for LAQ/ROU for initial 2 years after start of operation (zero date). SP shall be responsible for All LAQ/ROU related issues after initial 2 years with OIL being the applicant.
- (vi) OIL shall provide all necessary assistance in resolving the local issues.
- (vii) Creation of new facilities and maintenance/ upkeep of existing facilities to be done by Service Provider.

**5. Deployment of resources:**

In case the Service Provider desires to utilize the oil field services or any other services, material or equipment available with OIL, the same will be provided subject to availability on chargeable basis at prevailing market rates. In case market rates are not available, the charges will be as per prevailing policy of OIL for charging from JVs/associates. For the existing fixed infrastructure like pipe lines, installations etc. (which shall be handed over to the contractor on 'as is where is' basis) the maintenance, repairs and replacement will be carried out by the contractor at its cost.

- 6. Base profile for fifteen (15) years for the fields is enclosed at Appendix-IV to SoW.

**Scope of Work**

The Scope of Work includes but not limited to following

- 1) Review, analyse, interpret and assess all the available parameters of exploration and production efforts so far carried out by OIL & contents in the data package/other places and use in monitoring baseline production and incremental production.
- 2) Review, survey, analyse and assess all the wells and well information, well completions, well equipment of wells already drilled, completed within the field area of the field and use in the development plan.
- 3) Review and use Geological and Geophysical (G&G) data including Reservoir Modelling for PEC.
- 4) Resource & Reserves assessment of the field: Carryout re-assessment of resources & reserves for the field and carry out additional assessment including seismic, logging, exploratory drilling and establishment of additional discovery / up gradation of reserves etc. within the defined field area.
- 5) Service Provider to carry out all necessary drilling both exploratory and development either for up gradation of reserves or development of field including procurement, provisioning, fabrication, constructions, installation of all necessary facilities and systems including well drilling and completion materials and equipment both down hole and surface equipment (X-mass tree, well heads, flow arm etc.), facilities, pipelines and their hook-up with surface facilities for gathering & transportation.
- 6) Integrated Asset development for production enhancement for improvement in recovery factor of the field.
- 7) Reservoir health management in line with GIPIP (Good International Petroleum Industry Practices) including water injection and other IOR/EOR techniques.
- 8) Surface facility improvement / Induction of new facilities: Design and engineering, purchase, acquisition, lease/hire, installation, commissioning of all facilities & equipment, pipeline & flow lines, storages, custody transfers, building, infrastructure, site preparation, transport, communication etc. necessary for operation of field.
- 9) Carry out operation including production, processing, treatment and disposition of all kinds of effluents/vents, well and reservoir surveillance

monitoring and management, artificial lift, stimulation, logging, zone transfer, water and gas shutoff, sand control or any other techniques & tools etc. which is required for efficient and optimum exploitation of reservoir / well / fields.

- 10) Statutory clearance of identified locations for drilling/work over including land acquisition and site preparation for drilling/ work over.
- 11) Application of practices of Health Safety and Environment as per OIL policy.
- 12) Production management through asset management services and governance structure as proposed.
- 13) Any other activity for reservoir health and production improvement/enhancement.
- 14) Service Provider to do all services for identified field in a manner so as to increase production and recovery from the field by adopting best practices for reservoir management, induction and implementation of new technologies including EOR/ IOR schemes.
- 15) Obtaining / acquiring / provisioning of all necessary utilities, power, fuel, water, chemicals and other inputs as may be necessary for exploration, drilling and efficient, optimum, regular operation, production, transport and transfer of produced hydrocarbon to the custody of OIL / consumer.
- 16) Acquisition and obtaining of all necessary consents, approval, licences, registrations, permissions etc. from all concerned agencies, statutory bodies and OIL, that may be necessary for completion of assessment and further development, production and operation of field covered under the CONTRACT. OIL authorised personnel will be signatory to all these requirements as per statutory provisions.
- 17) Management, monitoring, maintenance of all data & records, documentations, reporting, reviewing, management and communication with concerned agencies, Asset/Basin Manager and contract co-ordinator of OIL.
- 18) Well maintenance and intervention activities for maintaining the health of every individual well of the field.
- 19) Maintenance and observation of statutory & safety requirements of central/state/regulatory authorities for operation in the field.
- 20) The maintenance, repairs and replacement of existing fixed infrastructure like pipe lines, installations, well sites, approach road to well sites etc. (which shall be used by the Service Provider on 'as is where is' basis) the maintenance, repairs and replacement will be carried out by the Service Provider at its cost.

- 21)Transportation of produced crude oil and gas to the receiving stations, through laying pipelines or other means like tanker transportation for new wells.
- 22)Evacuation of oil and gas from new wells/ drilled/ monetized through pipelines or other means.
- 23)Recruitment / hiring / provisioning of all necessary qualified and experienced, skilled / semi-skilled manpower in different required functional areas and expertise necessary for operation, maintenance and management of contract provisions while adhering to all existing rules & regulations on the subject is to be done by SP.
- 24)The Service Provider, at its cost, shall provide training and development programs to OIL personnel, including but not limited to, in-house training and external training especially on the new technologies being inducted into the field operations.



**Information Docket**  
**on**  
**JorajanArea**

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## **Chapter I :Jorajan Area in brief**

### **1. Introduction**

The Jorajan Area is a part of the Greater Jorajan oil field which comprises of the Langkasi, Santi, Jaipur, Tarajan, Nagajan.,Kathalguri and Jorajan areas with areal extents varying between 8-20 sq.km. The presence of commercial hydrocarbons in the Jorajan field within Barails and Tipams were established in 1972 through the drilling of first well Jorajan-1. The main hydrocarbon bearing sand ranges of Jorajan area are confined to the reservoirs of Oligocene-Lower Miocene age, mainly Tipam reservoirs of Miocene age. So far, 48 (forty eight) wells have been drilled in this area out of which 11 (eleven) wells viz. Jorajan-1, 2, 3, 4, 7, 10, 11, 17, 22, 23 and 47 have been drilled primarily to probe/produce from Barails and the remaining 37 (thirty seven) wells were drilled for Tipam prospects. A number of prospective hydrocarbon bearing sands were identified and tested in Barail and Tipam Formations. Due to lack of demand for gas during the 1980's and 1990's, few tested gas bearing sands were plugged back to test higher up sands.

Since the 1980s, OIL has implemented water injection for pressure maintenance in theJorajan area. Currently Water Injection is going in one (1) reservoirs (JRN002D+5D).

The low Recovery Factor from the field (~12%) with respect to the 2P-STOIIP in last forty-four years are mainly attributed to various reservoir related issues. The reservoirs of the area exhibit early breakthrough of formation water, sand ingress, reduction in near wellbore permeability due to structural expansion, flow assurance issues and migration of fineclays and sand particles. Paraffin deposition in the tubing is another major production problem. Additionally, there is a reduction in injectivity due to ion exchange between injected water and native clays leading to destabilisation, which hampers pressure maintenance. The upper part of the Tipamsandstones contains water sensitive smectite and smectite chlorite clays with minor kaolinite and illites whereas the lower part contains kaolinite with minor smectite and illite/chlorite.

### **2. Reserves status**

- a) The oil & gas reserves status of Jorajan Area as on 01.04.2018 is tabulated below:-



Sand	Block	STOIIP		EUR of Oil		Recovery Factor %		Cum. prodn. up to 31.03.2018	Reserves as on 01.04.2018	
		BE	HE	2P	3P	2P	3P	MMSKL	2P	3P
<b>UPPER TIPAM</b>										
2443m	JRN044	3.9230	3.9230	0.7877	0.9824	20.1	25.0	0.5781	0.2096	0.4043
2369m	JRN004D	4.9972	4.9972	1.6065	1.7182	32.1	34.4	0.8456	0.7609	0.8726
2331m	JRN006D	0.1880	0.1880	0.0028	0.0028	1.5	1.5	0.0028	0.0000	0.0000
2474m	JRN020E	0.1544	0.1544	0.0001	0.0001	0.1	0.1	0.0001	0.0000	0.0000
<b>TOTAL UPPER TIPAM</b>		<b>9.2626</b>	<b>9.2626</b>	<b>2.3971</b>	<b>2.7035</b>			<b>1.4266</b>	<b>0.9705</b>	<b>1.2769</b>
<b>MIDDLE TIPAM</b>										
2856m		0.2805	0.2805	0.0000	0.0140	0.0	5.0	0.0000	0.0000	0.0140
2878m	JRN006	1.4062	1.4062	0.0811	0.0821	5.8	5.8	0.0791	0.0020	0.0030
2933m	JRN008D	0.0897	0.0897	0.0000	0.0045	0.0	5.0	0.0000	0.0000	0.0045
2979m	JRN012D	0.2131	0.2131	0.0044	0.0044	2.1	2.1	0.0044	0.0000	0.0000
2890m		0.2580	0.2580	0.0000	0.0000	0.0	0.0	0.0000	0.0000	0.0000
2955m	JRN020D	0.4785	0.4785	0.0011	0.0011	0.2	0.2	0.0011	0.0000	0.0000
2821m		0.3916	0.3916	0.0000	0.0000	0.0	0.0	0.0000	0.0000	0.0000
<b>TOTAL MIDDLE TIPAM</b>		<b>3.1176</b>	<b>3.1176</b>	<b>0.0866</b>	<b>0.1061</b>			<b>0.0846</b>	<b>0.0020</b>	<b>0.0215</b>
<b>LOWER TIPAM</b>										
3078m	JRN001E	6.8166	6.8166	1.1639	1.3528	17.1	19.8	0.8999	0.2640	0.4529
2989m	JRN002D	5.9464	5.9464	1.0647	1.2631	17.9	21.2	0.8125	0.2522	0.4506
<b>TOTAL LOWER TIPAM</b>		<b>12.7630</b>	<b>12.7630</b>	<b>2.2286</b>	<b>2.6159</b>			<b>1.7124</b>	<b>0.5162</b>	<b>0.9035</b>
<b>BASAL TIPAM</b>										
BASAL TIPAM +PROB. SURMA	JRN001D	2.8991	2.8991	0.5970	0.7248	20.6	25.0	0.4304	0.1666	0.2944
<b>TOTAL BASAL TIPAM + PROB. SURMA</b>		<b>2.8991</b>	<b>2.8991</b>	<b>0.5970</b>	<b>0.7248</b>			<b>0.4304</b>	<b>0.1666</b>	<b>0.2944</b>
<b>BARAIL EXTRA</b>										

3283m	JRN023	0.0544	0.0544	0.0002	0.0002	0.4	0.4	0.0002	0.0000	0.0000
<b>TOTAL BARAIL EXTRA</b>		<b>0.0544</b>	<b>0.0544</b>	<b>0.0002</b>	<b>0.0002</b>			<b>0.0002</b>	<b>0.0000</b>	<b>0.0000</b>
<b>TOTAL JORAJAN</b>		<b>28.0967</b>	<b>28.0967</b>	<b>5.3095</b>	<b>6.1505</b>			<b>3.6542</b>	<b>1.6553</b>	<b>2.4963</b>

Sand	Block	Associated GIIP		EUR Gas		Recovery Factor		Cum. Production up to 31.03.2018	Remaining Producible Gas (Associated) as on 01.04.2018	
		BE	HE	BE	HE	BE	HE		BE	HE
				MMSCM	MMSCM	%		MMSCM	MMSCM	MMSCM
JORAJAN										
UPPER TIPAM										
2443m	JRN044	313.8400	313.8400	266.7640	282.4560	29.7	29.7	93.2321	173.5319	189.2239
2369m	JRN004D	399.7760	399.7760	339.8096	359.7984	37.6	37.6	150.3404	189.4692	209.4580
2331m	JRN006D	15.0400	15.0400	0.7701	0.7701	5.1	5.1	0.7701	0.0000	0.0000
2474m	JRN020E	12.3520	12.3520	0.0187	0.0187	0.2	0.2	0.0187	0.0000	0.0000
TOTAL UPPER TIPAM		741.0080	741.0080	607.3624	643.0432	32.9769	32.9769	244.3613	363.0011	398.6819
MIDDLE TIPAM										
2856m		60.3075	60.3075	0.0000	3.0100	0.0	0.0	0.0000	0.0000	3.0100
2878m	JRN006	666.0716	666.0716	466.2501	532.8573	39.3	39.3	261.4478	204.8023	271.4095
2933m	JRN008D	19.2855	19.2855	0.0000	0.9675	0.0	0.0	0.0000	0.0000	0.9675
2979m	JRN012D	45.8165	45.8165	0.4033	0.4033	0.9	0.9	0.4033	0.0000	0.0000
2890m		55.4700	55.4700	0.0000	0.0000	0.0	0.0	0.0000	0.0000	0.0000
2955m	JRN020D	102.8775	102.8775	0.3618	0.3618	0.4	0.4	0.3618	0.0000	0.0000
2821m		31.3280	31.3280	0.0000	0.0000	0.0	0.0	0.0000	0.0000	0.0000
TOTAL MIDDLE TIPAM		981.1566	981.1566	467.0152	537.5999	26.7249	26.7249	262.2129	204.8023	275.3870
LOWER TIPAM										
3078m	JRN001E	1465.5690	1465.5690	615.7763	759.3403	28.3	28.3	415.1363	200.6400	344.2040
2989m	JRN002D	2597.8625	2597.8625	939.3507	1092.7139	28.7	28.7	744.4001	194.9506	348.3138

TOTAL LOWER TIPAM		4063.4315	4063.4315	1555.1270	1852.0542	28.5359	28.5359	1159.5364	395.5906	692.5178
BASAL TIPAM										
BASAL TIPAM +PROB. SURMA	JRN001D	932.9533	932.9533	343.1787	416.6637	26.5	26.5	247.3837	95.7950	169.2800
<b>TOTAL BASAL TIPAM + PROB. SURMA</b>		<b>932.9533</b>	<b>932.9533</b>	<b>343.1787</b>	<b>416.6637</b>	<b>26.5162</b>	<b>26.5162</b>	<b>247.3837</b>	<b>95.7950</b>	<b>169.2800</b>
BARAIL EXTRA										
3283m	JRN023	9.2480	9.2480	0.2106	0.2106	2.3	2.3	0.2106	0.0000	0.0000

b)Non associated gas reserves status of Jorajan Area as on 01.4.2018 is tabulated as below:-

Sand	Block	Non Associated GIIP		EUR		RF		Cum. Prod. as on 31.03.2018	Rem. Produccible NAG as on 01.04.2018	
		BE	HE	BE	HE	BE	HE			BE
		MMSCM		MMSCM		%		MMSCM	MMSCM	
JORAJAN										
MIDDLE TIPAM										
2873m		133.2161	133.2161	66.6080	93.2512	0.0000	0.0000	0.0000	66.6080	93.2512
3000m		330.4180	330.4180	165.2090	231.2926	0.0000	0.0000	0.0000	165.2090	231.2926
3038m	JRN007E	1061.6864	1061.6864	743.1805	849.3491	40.6148	40.6148	431.2019	311.9786	418.1472
2865m		287.7467	287.7467	0.0000	28.7747	0.0000	0.0000	0.0000	0.0000	28.7747
2764m		174.8242	174.8242	87.4121	122.3769	0.0000	0.0000	0.0000	87.4121	122.3769
2871m		131.1181	131.1181	65.5591	91.7827	0.0000	0.0000	0.0000	65.5591	91.7827
2743m		104.8945	104.8945	31.4684	52.4473	0.0000	0.0000	0.0000	31.4684	52.4473
2850m		148.6005	148.6005	44.5802	74.3003	0.0000	0.0000	0.0000	44.5802	74.3003
TOTAL MIDDLE TIPAM		2372.5045	2372.5045	1204.0172	1543.5748	18.1750	18.1750	431.2019	772.8153	1112.3729
LOWER TIPAM										
Lower Tipam	JRN004	191.2488	191.2488	38.2498	57.3746	0.0108	0.0108	0.0206	38.2292	57.3540
TOTAL LOWER TIPAM		191.2488	191.2488	38.2498	57.3746	0.0108	0.0108	0.0206	38.2292	57.3540
BASAL TIPAM										
Basal Tipam	JRN005	2067.1307	2067.1307	1446.9915	1653.7046	14.2957	14.2957	295.5098	1151.4817	1358.1948
	JRN015	531.1005	531.1005	159.3302	265.5503	0.0035	0.0035	0.0187	159.3115	265.5316
TOTAL BASAL TIPAM		2598.2312	2598.2312	1606.3217	1919.2548	11.3742	11.3742	295.5285	1310.7932	1623.7263
BARAIL EXTRA										

3698m	JRN001	596.8080	596.8080	5.9681	59.6808	0.0175	0.0175	0.1042	5.8639	59.5766
3334m	JRN002A	182.7725	182.7725	36.5545	54.8318	14.1190	14.1190	25.8056	10.7489	29.0262
3550m	JRN002	174.0690	174.0690	52.2207	87.0345	0.0815	0.0815	0.1419	52.0788	86.8926
3478m		24.7914	24.7914	0.0000	2.4791	0.0000	0.0000	0.0000	0.0000	2.4791
3545m		177.6732	177.6732	0.0000	17.7673	0.0000	0.0000	0.0000	0.0000	17.7673
3250m		29.6122	29.6122	0.0000	2.9612	0.0000	0.0000	0.0000	0.0000	2.9612
<b>TOTAL BARAIL EXTRA</b>		<b>1185.7263</b>	<b>1185.7263</b>	<b>94.7433</b>	<b>224.7547</b>	<b>2.1971</b>	<b>2.1971</b>	<b>26.0517</b>	<b>68.6916</b>	<b>198.7030</b>
<b>TOTAL JORAJAN</b>		<b>6347.7108</b>	<b>6347.7108</b>	<b>2943.3320</b>	<b>3744.9589</b>	<b>11.8594</b>	<b>11.8594</b>	<b>752.8027</b>	<b>2190.5293</b>	<b>2992.1562</b>

### 3. General Geology

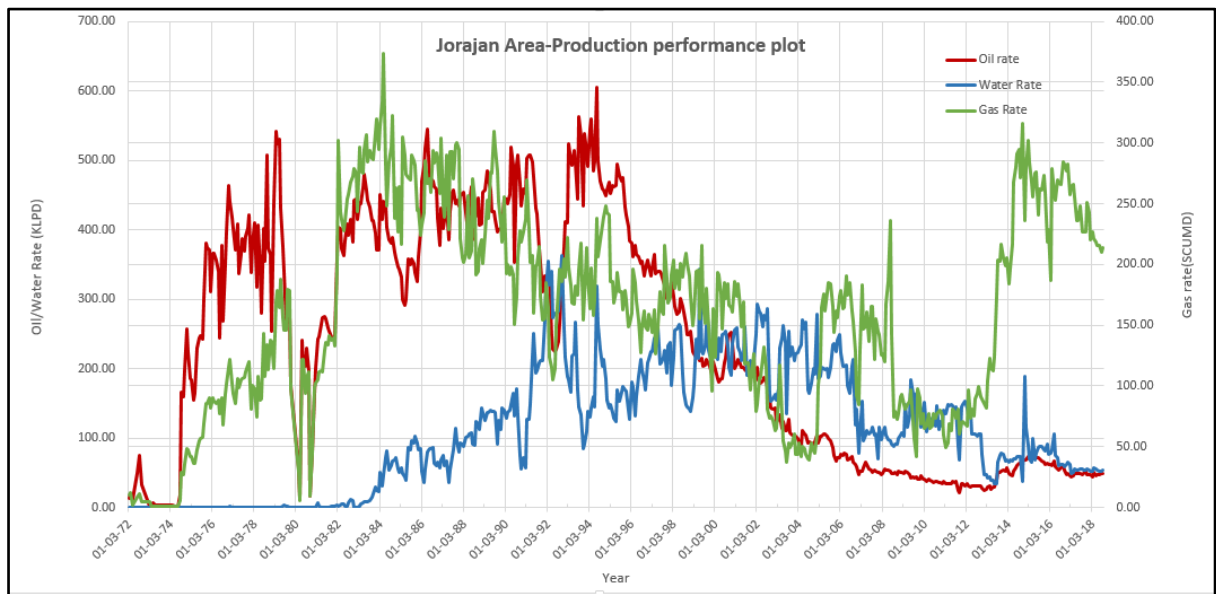
The Jorajan Structure at Upper Tipam level is a faulted anticline plunging to the southeast. It is bounded on the southwest by a NW-SE trending south dipping reverse fault(F3). This fault continues towards north ultimately separating the Jorajan and Nagajan structure from the rest of the Jorajan field. However at the central part of the structure a normal fault(F4) branches from the reverse fault and gradually swerves to NE-SW trend. On the eastern flank the structure is delimited by a N-S to NE-SW trending southeast dipping normal fault (F1). Yet another NE-SW trending southeast dipping fault (F2) traverses the central part of the structure. However, the central fault is not seismically resolvable throughout the length of the structure.

In Jorajan area, the Tipam formation is broadly divided into four group's viz. Upper Tipam, Middle Tipam, Lower Tipam and Basal Tipam. The multi-stacked, fluvial sand bodies of the Tipam formation were deposited unconformably over the Barails. The Tipam formation are predominantly fine to medium grained feldspatic litharenite to lithic arkose with grains having a large variation in size and are angular to sub angular in shape. The poor sorting and high angularity of grains indicate high low chemical and mechanical maturity level of the rocks. Porosity in the rocks is mainly inter-particle with secondary dissolution pores. The shale layers within the massive sand bodies are fairly continuous and play a major role in hydrocarbon distribution in the Tipam formation.

A total of 47 wells have so far been drilled in this structure out of which 12 wells had been drilled primarily to probe/produce from Barails whereas 34 wells were drilled for Tipam formation. The Jorajan structure is currently producing oil at a rate 48.5 klpd with watercut around 52%.

#### 4. Production Performance of Jorajan Area

The Jorajan is on production for more than 45 years. Through several phases of development, the field has reached the peak production of around 500-600 KLPD in the year 1993-1994. After that, a gradual decline in production has been observed and currently the field is producing around 48 KLPD oil along with 54 KLPD water and 214 SCMD gas. The production performance of Jorajan since inception is depicted in the Text Figure 1.



Text Figure 1:- Production performance of Jorajan area

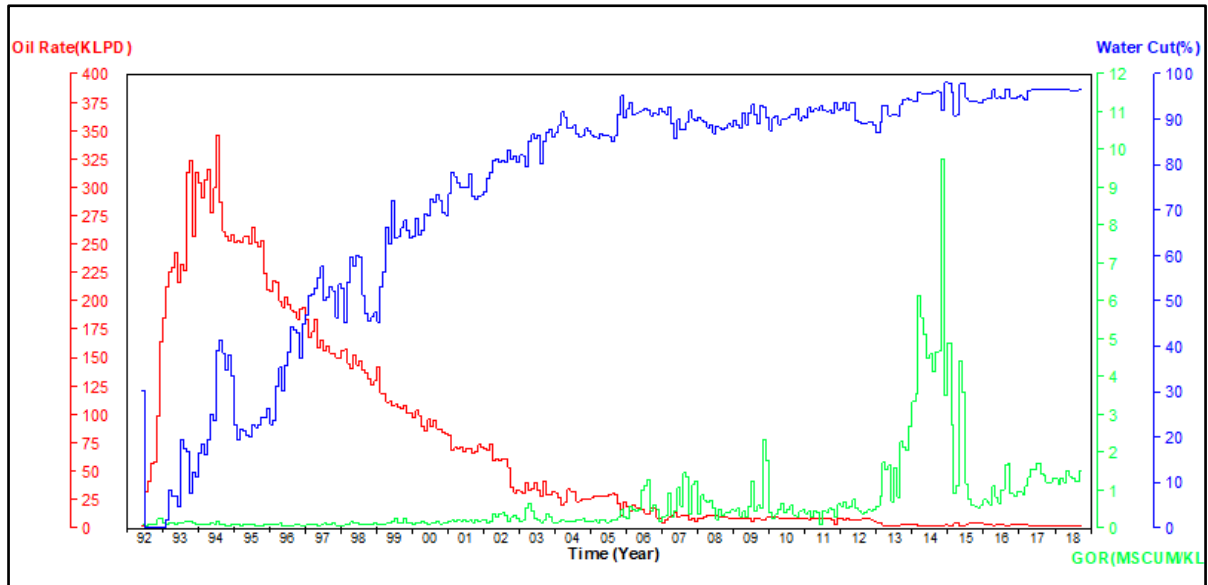
#### 5. Sand-wise details and production performance

##### Upper Tipam Sand

The Jorajan Upper Tipam reservoir has shown minor pressure decline with production suggesting presence of strong aquifer support. The reservoir is primarily oil bearing and has produced oil rates as high as 450 sm<sup>3</sup> per day. The reservoir has lower gas rate and then began decreasing as compared to Jorajan Basal Tipam and Lower Tipam.



## JorajanTipamUpper Sand (Well JRN044 Block)



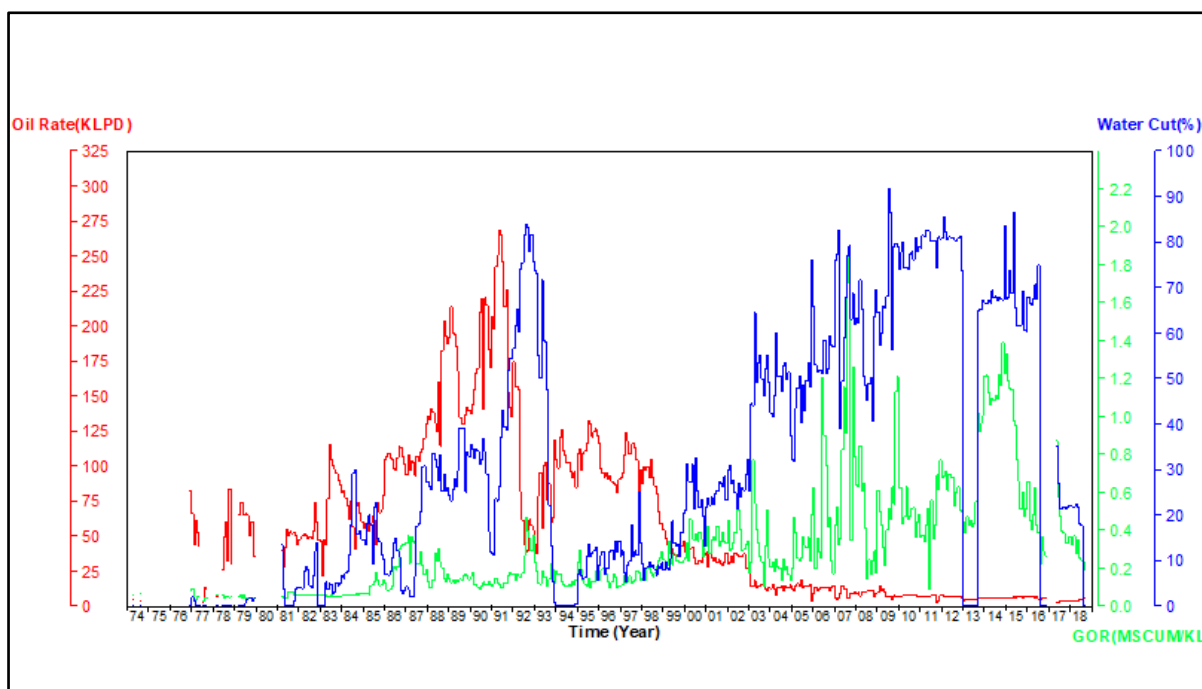
Text Figure 2:- Production performance of JRN044Block

The reservoir started producing from June-1992 through its first completion JRN044. Production picked up gradually and reached a peak oil production of 346 klpd in July-1994 with improvement in production from completions JRN019D, JRN041, JRN044 and JRN046. Production thereafter started declining gradually and is currently producing only 4 klpd of oil from JRN19D.

Water production from this reservoir started through well JRN 46 since its initial completion. Water production rate increased to 225 KLPD by mid-1994, but dropped to 75 klpd again due to shutting of the well JRN 46 in end 1994. Water production gradually increased from 1996 mainly because of high water production from the wells JRN 1F, JRN 19D and 41. The present water production rate is around 51 klpd

The GOR of the reservoir was more or less at the level of 100 scum/kl till 1998. Producing GOR of the reservoir stayed below 300 scum/kl, till March-2002. It gradually increased with a fluctuating trend and occasional peaks during the producing life of the reservoir. The present producing GOR is around 1500 scum/kl. The initial pressure at pool datum level of 2390 m was around 241 ksc. The last reservoir pressure recorded in Jan-2015 was around 232KscAnd bubble point pressure 200.8 Ksc.

### JorajanTipamUpper Sand (Well JRN004D Block)



Text Figure 3:- Production performance of JRN004D Block

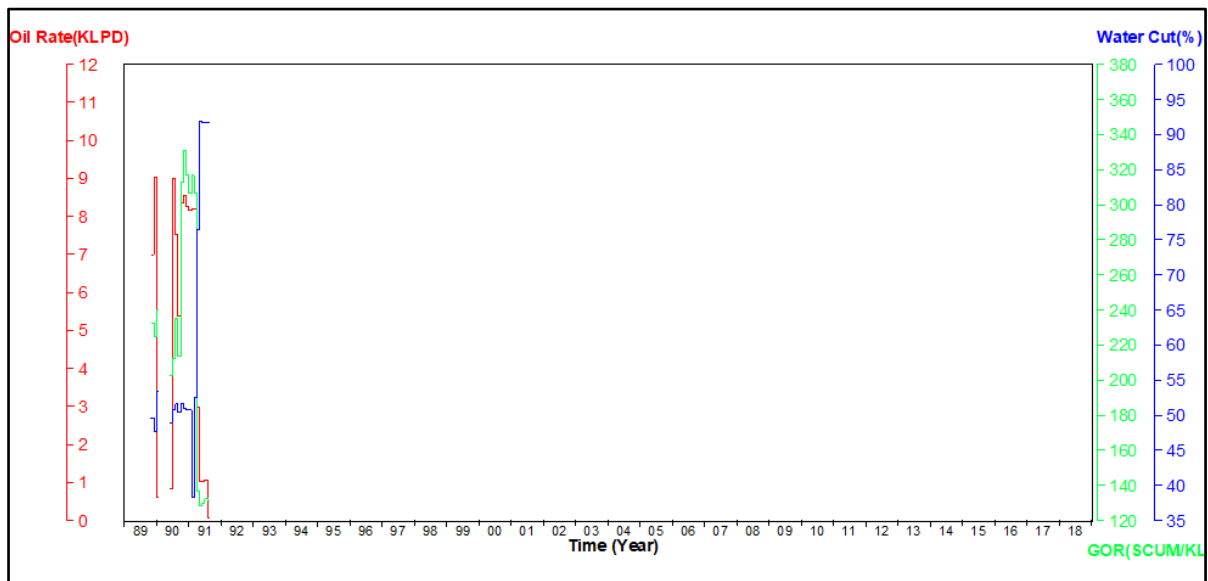
The production from the reservoir started in April-1974 through the first well (completion) JRN004D. The production rate was however sporadic till November-1976. Production from the reservoir picked up in December-1976 with improvement in production from completions JRN004D and JRN005E and reached a peak value of 268 klpd in May-1991 due to improvement in production from all the producing completions. The oil production rate declined thereafter due to cessation of flow from JRN009, JRN037 and JRN040. Thereafter, an increase of oil production rate (132 klpd in July-1995) was observed mainly due to improvement in oil production from JRN033. Production displayed a fluctuating but declining behaviour till it reached the present oil production. Crude oil production rate is around 5.6 klpd (as on Sep-2018).

Water production began rapidly from 1987 and rose to a level of around 300 klpd by mid-1992. As high water cut wells were shut in, water production almost came to zero by 1994 after which again began to increase. Currently the reservoir is producing with 0 % water cut.

The producing GOR value of the reservoir remained below 600 scum/kl for a considerable part of its producing life, with a few occasional peaks. The highest GOR value recorded for the reservoir was 1838 scum/kl in September-2007, due

to increase in producing GOR from two completions namely JRN005E and JRN038. The present producing GOR value is around. The initial pressure at pool datum level of 2330 m was around 239ksc in August 1974. The last reservoir pressure recorded was around 67.2 ksc in Jan-2017. And bubble point pressure is 200.8 Ksc.

### JorajanTipamUpper Sand (JRN006D-SWP Block)



Text Figure 4:- Production performance of JRN006D Block

This block came into production in Nov 1989 with an initial rate of 9 KLPD oil along with 50% Water cut. The oil rate sharply decreased from April 1991 onwards to a level of 1 KLPD oil and 92 % water cut and was finally shut in Aug 1991 on account of high water cut and sand ingress problem.

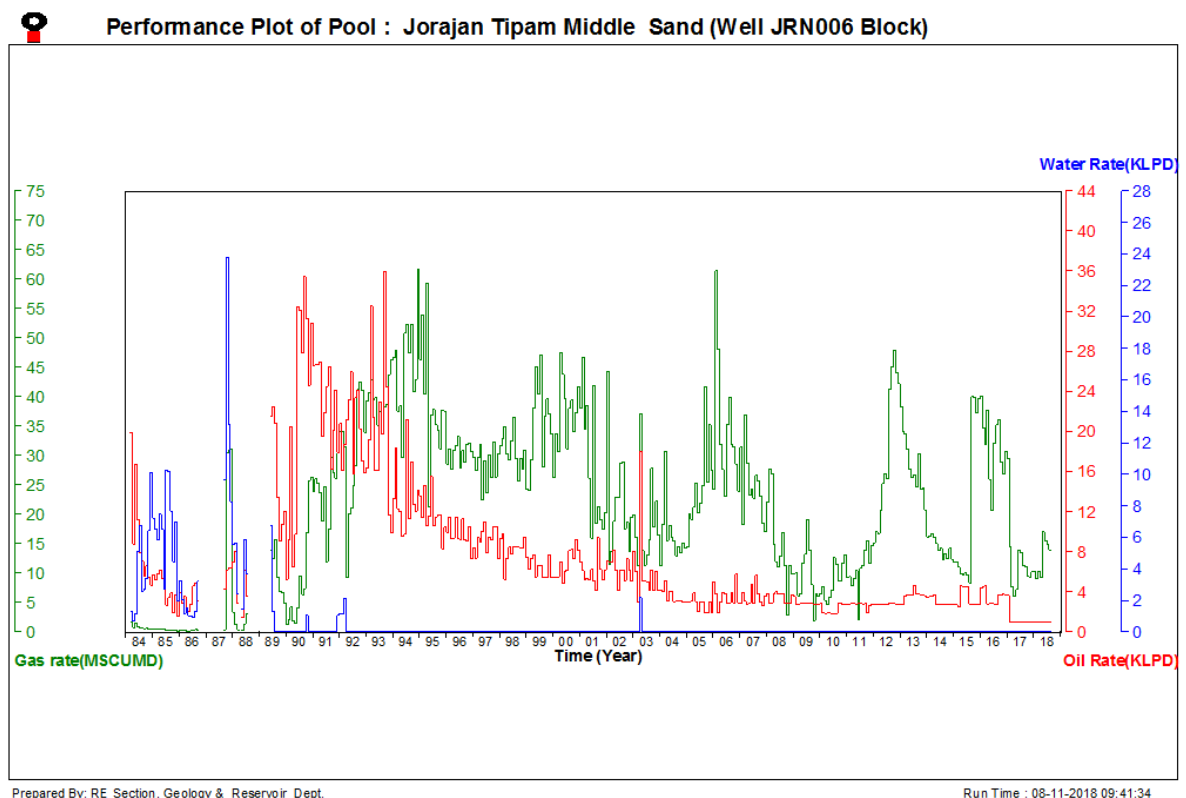
The initial GOR of the block was 233 scum/kl which increased over time to a peak of 331 scum/kl in Nov 1990 and then decreased to a level of around 131 scum/kl. The last pressure measured in this block was in July 1994 which recorded pressure at mid perforation depth of 2310 m to be around 217.5 Ksc..

## Middle Tipam sand

### Jorajan Tipam Middle Sand (Well JRN006 Block)

Production from Jorajan Tipam Middle Sand (JRN006 Block) started in March-1984, with its first completion JRN006 coming on-stream @ 19.8 klpd oil with a GOR of 80 scum/kl and water cut 6%. Over the period of around 34 years of production, the reservoir has achieved an oil recovery factor of around 5.62% (with regards to 2P STOIIP) and gas recovery factor of 39.25% (with regards to Best Estimate GIIP). The main reasons for poor production from this reservoir may be attributed to very high GOR, low bottom-hole pressure and associated sand ingress. Currently the reservoir is only producing 0.9 klpd of oil. The production profile of the Block is presented in Text Figure....

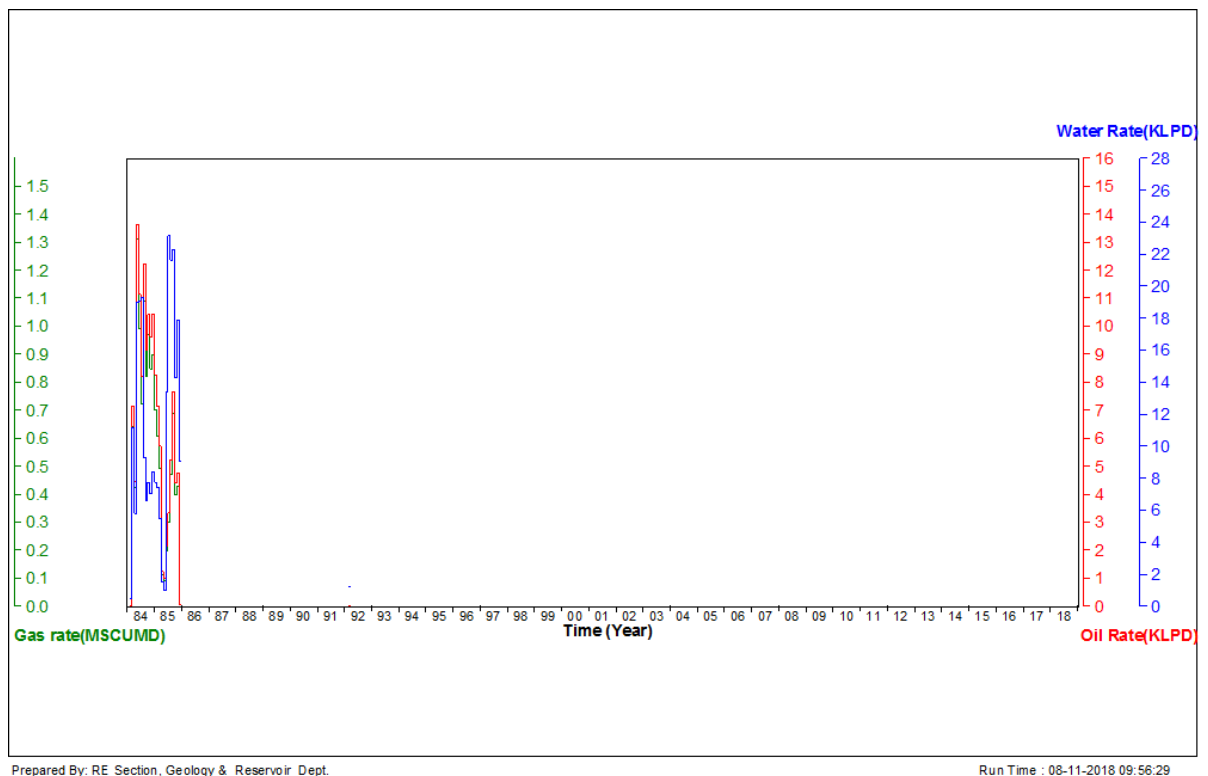
The reservoir produced clean oil for a considerable part of its producing life. Water cut for this reservoir is high till Aug. 1989. After that water cut reduced to zero and remained zero till now.



Text Figure 5:- Production performance of JRN006 Block

### JorajanTipam Middle 2979 m Sand (JRN012D SWP)

Production from Jorajan Tipam Middle Sand (JRN012D Block) started in February-1984, with its first completion JRN012D coming on-stream @ 0.00 klpd oil with a water cut 100%. This block produced only for 23 month the reservoir has achieved an oil recovery factor of around 2.06% (with regards to 2P STOIIP) and gas recovery factor of 0.88% (with regards to Best Estimate GIIP). The main reasons for poor production from this reservoir is high water cut. Currently the reservoir is not producing since April1992. The production profile of the Block is presented in Text Figure6.

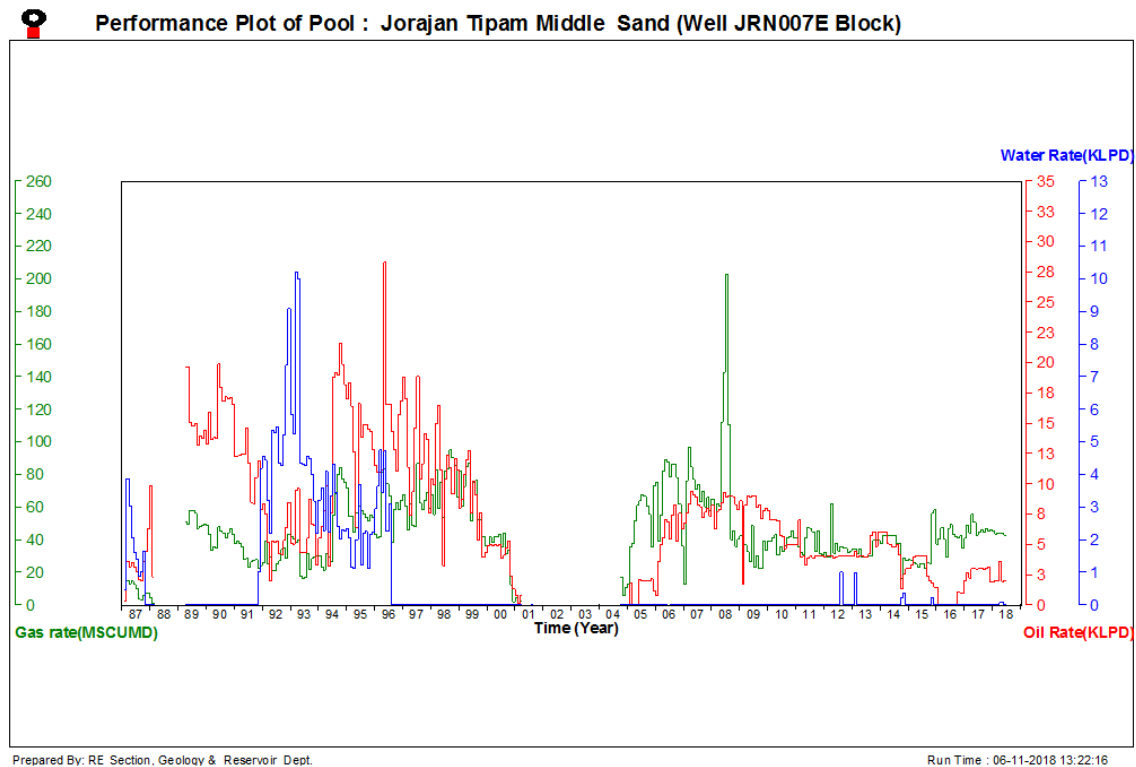


Text Figure 6:- Production performance of JRN012D Block

### JorajanTipam Middle Sand (Well JRN007E Block)-(Non Associated Gas)

Production from JorajanTipam Middle Sand (JRN007E Block) started in February-1987, with its first completion JRN007E coming on-stream @ 0.3 klpd oil with a Gas rate 2.3 mscumd. Thereafter , in April 1989 JRN029 was perforated and production raised to 19.6 klpd oil and 50.7 mscumd of gas Over the period of around 31 years of production, the reservoir has achieved n gas

recovery factor of around 40.61% (with regards to Best Estimate GIIP). Currently the reservoir is producing only 2.2 klpd of oil, 42.9 mscumd gas and 0 klpd water. The production profile of the Block is presented in Text Figure



Text Figure 7:- Production performance of JRN007E Block

## Lower Tipam Sand

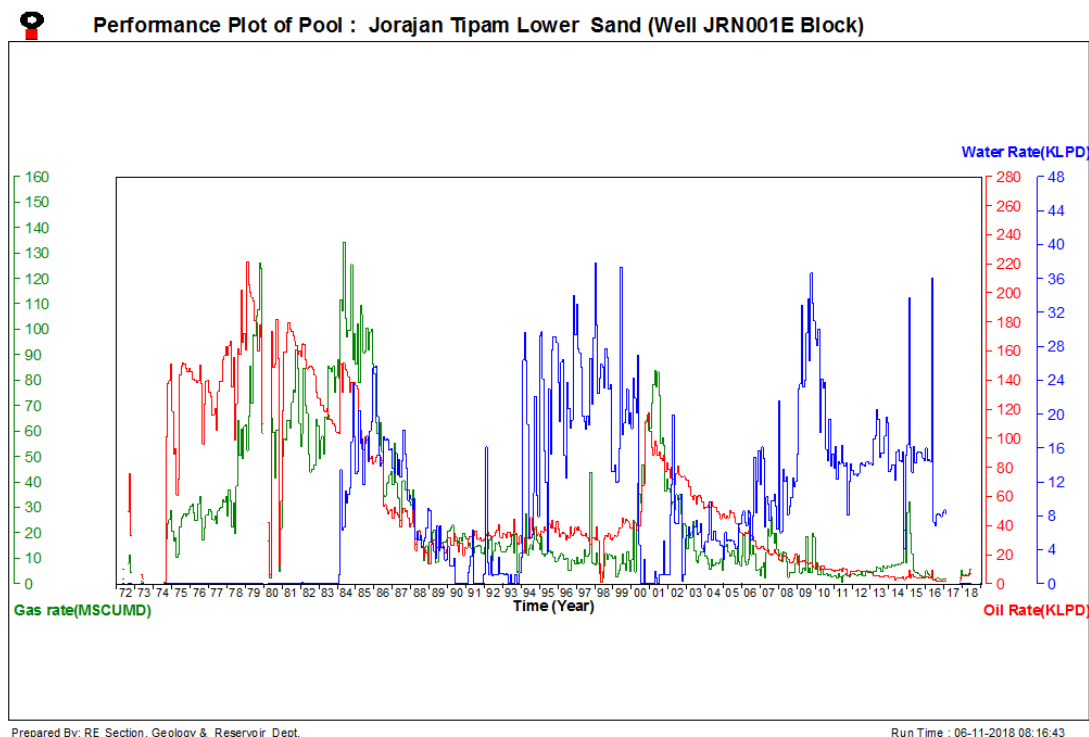
Major production in Jorajan Lower Tipam started in 1972 and quickly reached to oil-production rate of 400 scumd. The reservoir has a considerable gas production potential. The pressure show a declining trend with production and as such water injection has been used as a pressure maintenance technique. High water-cut has been observed during the later stages of production.

### Jorajan Tipam Lower Sand (Well JRN001E Block)

Production from Jorajan Tipam Lower Sand (JRN001E Block) started in May-1972, with its first completion JRN001E coming on-stream @ 83 klpd of clean oil with GOR of 187 scum/kl. Over the period of almost 46 years of production, the reservoir has achieved an oil recovery factor of around 13.2% (with regards to 2P STOIIIP) and gas recovery factor of 28.32% (with regards to Best Estimate

GIIP). The present oil production from the pool is only 6 klpd. The production profile of the Block is presented in Text Figure 8. The main reasons for poor production from this reservoir may be attributed to early water breakthrough, poor inflow, low reservoir pressure and heavy sand ingress.

Water first appeared in the flow-stream in February-1984. The water-cut remained below 40% till January-1994. It then increased to reach a peak value of 96% in May-1998. Hereafter, the water cut dropped immediately with the closure of production from the well JRN018. The present water-cut of the reservoir is around 0.00%.



Text Figure 8:- Production performance of JRN001E Block

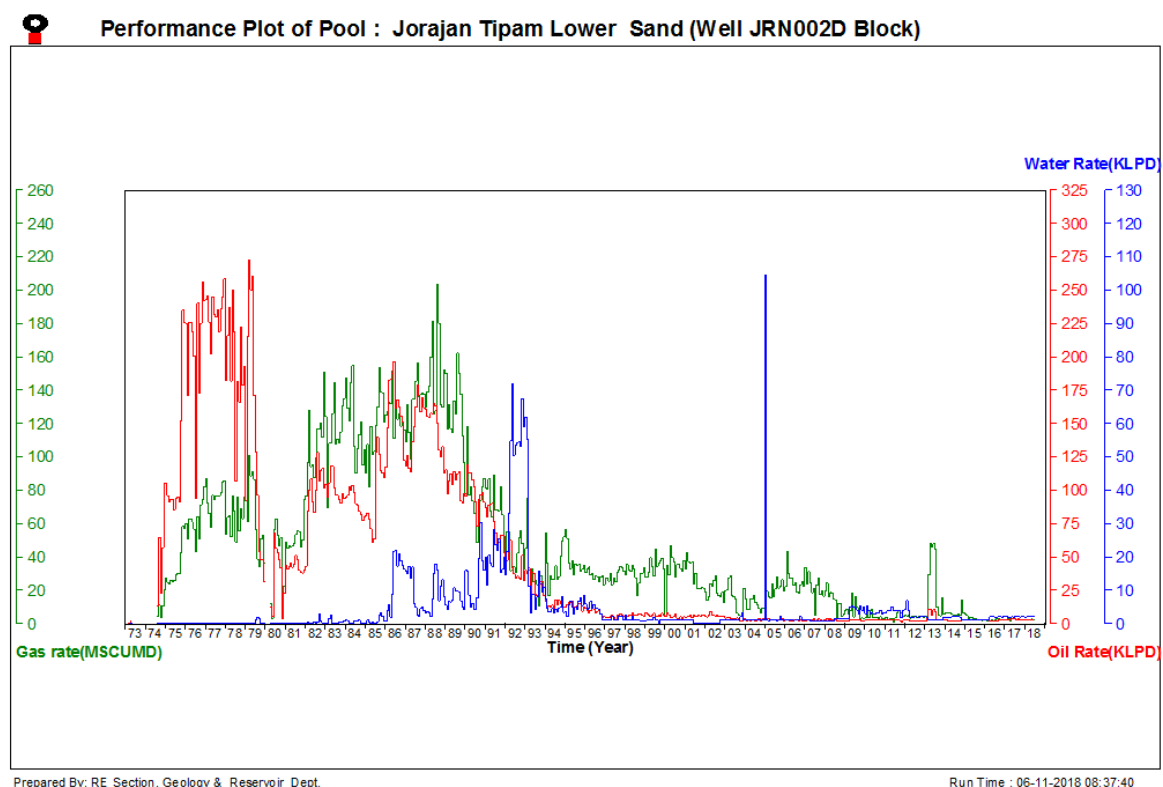
### JorajanTipamLower Sand (Well JRN002D Block)

Production from JorajanTipam Lower Sand (JRN002D Block) started in March-1973, with its first completion JRN002D coming on-stream @ 33 klpd clean oil with a GOR of 400 scum/kl. Over the period of around 42 years of production, the reservoir has achieved an oil recovery factor of around 13.66% (with regards to 2P STOIIP) and gas recovery factor of 28.65% (with regards to Best Estimate GIIP). The main reasons for poor production from this reservoir may be attributed to very high GOR, poor inflow, low bottom-hole pressure and

associated sand ingress. Currently the reservoir is only producing 3.7 klpd of oil. The production profile of the Block is presented in Text Figure 9.

The reservoir produced clean oil for a considerable part of its producing life. Water cut remained below 50% for the entire producing life of the reservoir with occasional peaks. The present value of water cut in this reservoir is 35.6% (as on September-2018).

Water-injection started in this Block from October-1983 to arrest the pressure decline. A cumulative volume of 3.726 MMkls of water has been injected in this Block till September-2018. The effect of water injection is felt in the pressure response (SBHP) recorded in a few wells, while the effect is not felt in few other wells. This could be due to the relative position of the wells with respect to the water encroachment or possibly be indicative of structural/stratigraphic heterogeneity prevalent in the reservoir



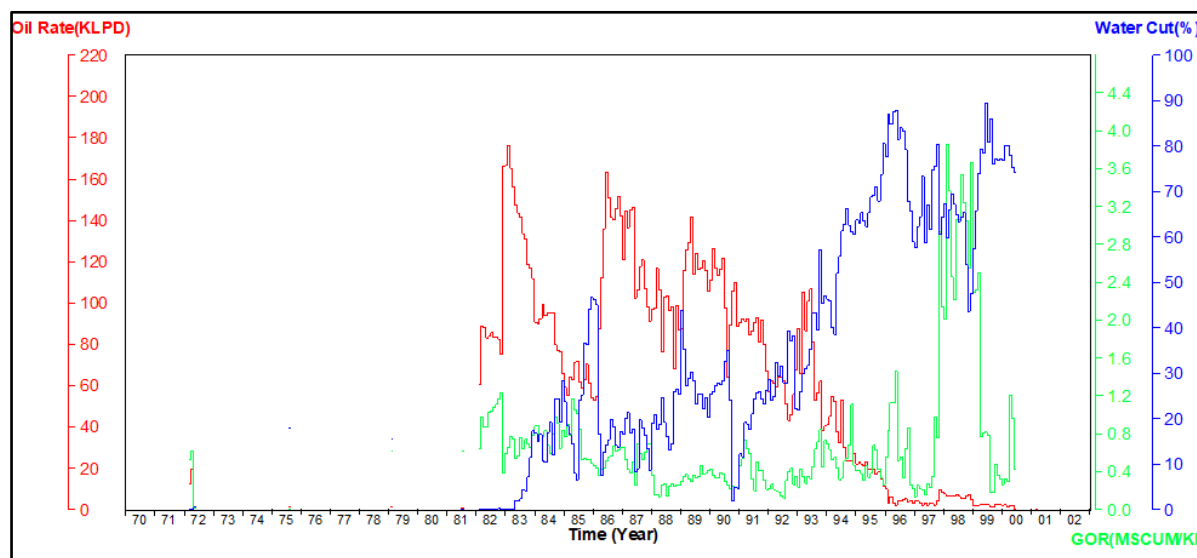
Text Figure 9:- Production performance of JRN002D Block



## Basal Tipam Sand

The Jorajan Basal Tipam Reservoir has shown increasing water cut from the early years of production. On field level oil, production rates as high as 150 scmd have been achieved. High gas production has been observed in the later stage of production. Newly completed wells, JRN047 and JRN048, are producing at high gas rates. This sand has a considerable gas potential.

### Jorajan Tipam Basal Sand (Well JRN001D Block)



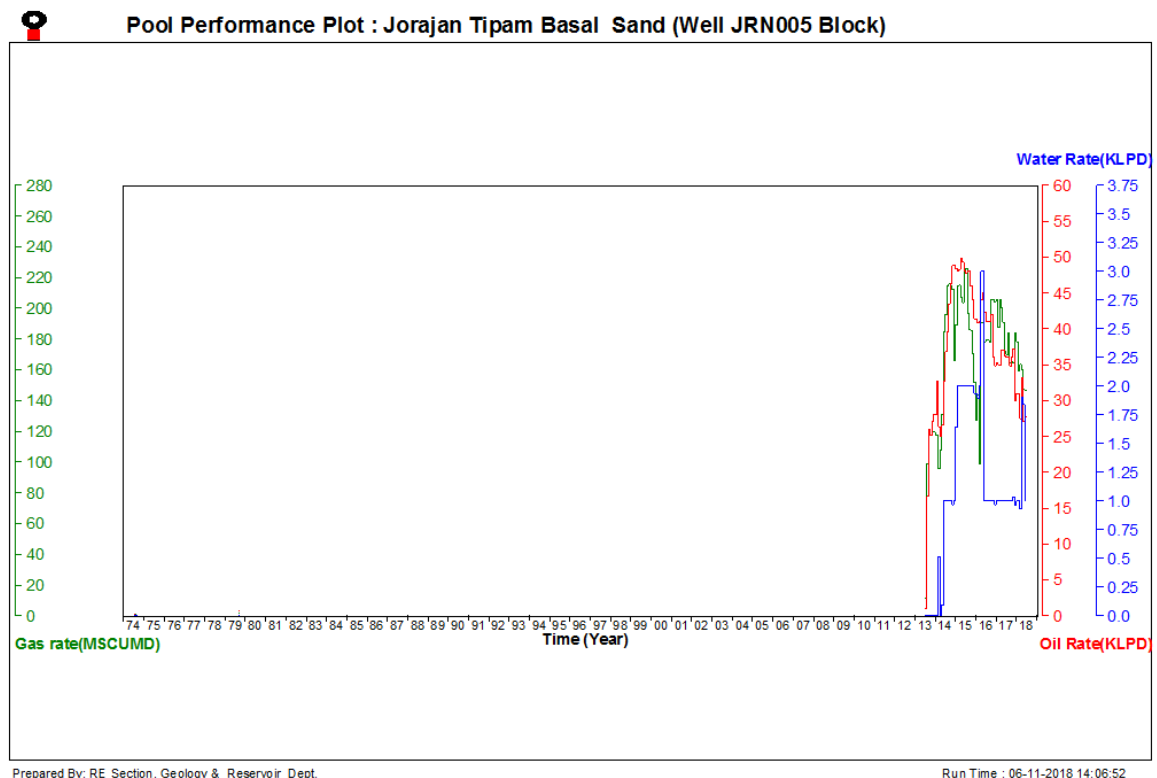
Text Figure 10:- Production performance of JRN001D Block

Production from this block began in Mar 1972 with an initial rate of 12.5 KLPD oil with 0% water cut and a GOR of 531 scum/kl. However this block only came into regular production from Feb 1982 onwards. As new wells JRN011 and JRN016 were added to the block, its production peaked to a level of 176 klpd in Feb 1983 with 0% water cut and a GOR value of 660 scum/ kl. The oil production declined till Oct 1996 and then marginally improved in Nov 1997 and finally the las production from this block was 0.3 klpd oil, 0.8 klpd water and a GOR of 430 scum/kl in Jun 2001.

The initial pressure at pool datum level of 3180 m was around 329.3ksc in April-1972. The last pressure recorded in this reservoir measured pressure at the pool datum of 3180 mbd as 232.5 Ksc in Sep-1997.

### JorajanTipam Basal Sand (Well JRN005 Block) (NAG)

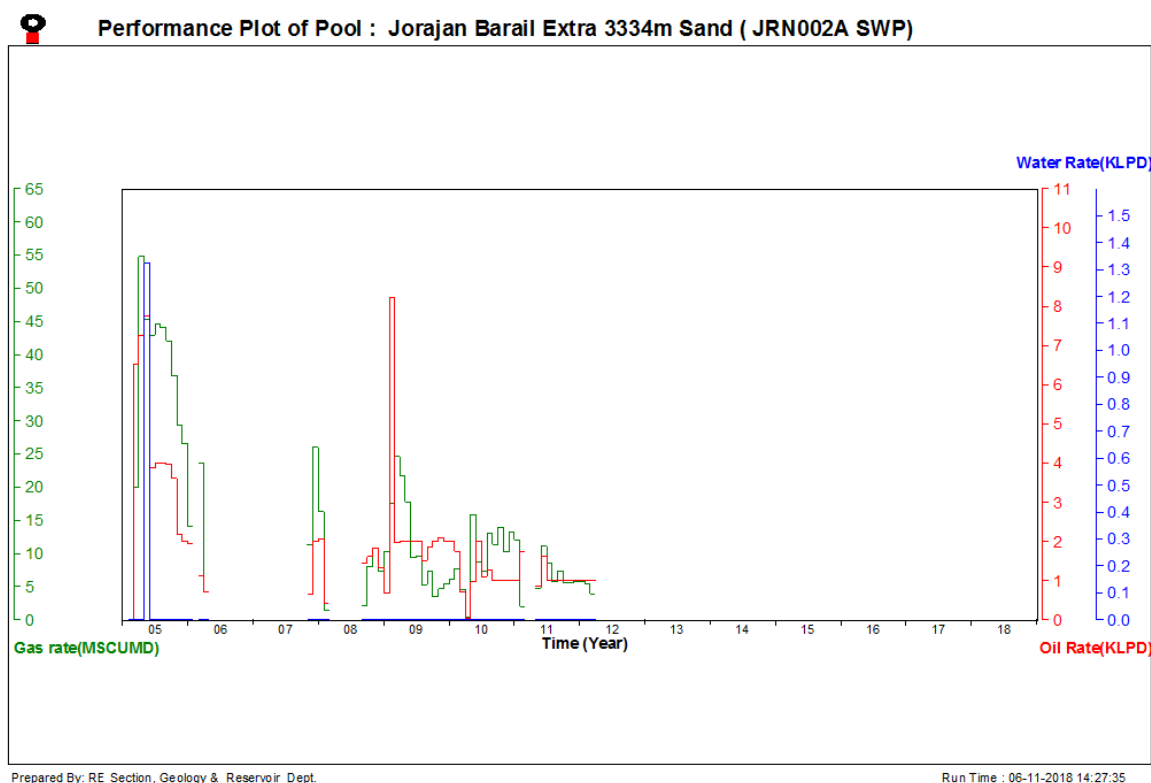
Production from JorajanTipam Basal Sand (JRN005 Block) started in July-1974, with its first completion JRN005 coming on-stream @ 0.2 klpd oil with a Gas rate 1.2 mscumd. This sand was plugged back due to poor less productivity. Thereafter the commercial production started by perforating JRN048 in June 2013. In August 2013 block is producing 16.6 klpd oil an 99 mscumd gas Over the period of around 5 years of production, the reservoir has achieved a gas recovery factor of around 14.29% (with regards to Best Estimate GIIP). Currently the reservoir is producing only 27.7 klpd of oil, 141.2 mscumd gas and 1 klpd water. The production profile of the Block is presented in Text Figure 11.



Text Figure 11:- Production performance of JRN005 Block

### JorajanBarail Extra 3334m Sand (JRN002A SWP) (NAG)

Production from JorajanBarail Extra Sand (JRN002 SWP)) started in March-2005, with its first over the period of around 7 years of production, the reservoir has achieved a gas recovery factor of around 14.11% (with regards to Best Estimate GIIP). Currently the reservoir is shut in since April 2012. The production profile of the Block is presented in Text Figure12.



Text Figure 12:- Production performance of JRN002A Block

## Well status

The well status of Jorajan is tabulated as below:-

Category	Well Number
Oil Producing	4
Gas producing	5
Sick Well	14
Temporary Abandoned	2
Permanent Abandoned	8
Other Shut in	11
Water Disposal Well	6
Water Injector	1
Under Operation	1
Total	52

## 6. Field Area

The Jorajan area is falls under into two (2) PMLs, Dumduma ML and Hugrijan ML. The map showing the PMLs in Jorajan areas is enclosed as Annexure-I. The field map of Jorajan area with flowline network is attached at Annexure-II.

## **Chapter-II : Details of surface facilities**

1. There are two installations present in Jorajan Structure.

- a) Jorajan GCS

- b) Jorajan OCS

Surface facilities details are placed at Annexure-III.

2. **Gas Supply system with essential conditions**

- i. The Gas distribution network is shown under Annexure IV.
  - ii. The Gas flow diagram is shown under Annexure-VI
  - iii. Gas supply schematic is placed under annexure-VII
  - iv. Produced gas of Jorajan structure is fed to Gas Distribution Network for onward supply by GMS Dept to OIL's customers and some part of the HP gas is lifted and used in Artery Network for Artificial Gas Lifting.
  - v. Artery/Gas lift network is shown in Annexure VIII.
  - vi. The Gas Compressors of GCS Jorajan is shown in Annexure IX:
  - vii. The existing measurement system for dispatching gas from Jorajan OCS to the neighbouring Jorajan GCS and gas distribution network is given below.

Sl. No.	Delivery Point	Measurement	Custody Transfer Point (CTP)/dispatch point)	APM commitment, MMSCMD
1	Jorajan OCS	As per SCADA system	To neighbouring Jorajan GCS and distribution network	Not applicable

### Gas Measurement in Jorajan OCS:

SI No	Installation	Sales Gas Meter (Yes/No)	Flare Meter (Yes/No)	Internal use Meter (Yes/No)	Make up Gas Meter (Yes/No)	Internal Use (SCMD)		Make up Gas for Gas Lift (SCMD)	Flare Qty. (SCMD)	Remarks
						Contribution to Grid	Consumption for Installation			
1	Jorajan OCS	No	No	No	No	400000	10000	NA	2000	Contribution to Grid: LP Gas supplied to GCS + HP gas to GCS/ distribution network.

### 3. Oil supply System with essential conditions:

- I. The oil distribution network is shown under Annexure V.
- II. There are 9 nos. of wells presently on production under Jorajan OCS out of which 4 nos are oil well and rest 5 nos are gas wells.
- III. The fluid from high pressure wells JRN#45, JRN#47, JRN#48, NHK#606 & NHK#642 enters the HP manifold and then to the Group Unit-I (GU-I) (Vertical) (set pressure: 19 Ksc) and fluid from HP wells JRN#11, JRN#15 & JRN#27 enters another HP manifold and then to the GU-I (Horizontal) (set pressure: 18 Ksc). Before entering the manifold the fluid from wells JRN#11, 27 & JRN#47, 48 passes through two different Indirect Heaters (IHs) placed inside the OCS. The wet crude from both the GU-I enters Three Phase Separator (TPS) (set pressure: 3.3 Ksc).
- IV. The fluid from Low Pressure Gas Lift wells enters the LP (wet) manifold and passes through IH to the TPS (set pressure: 3.3 Ksc).
- V. At the inlet of the TPS a chemical called "De-oiler" is injected continuously. The wet crude from TPS is taken to the Emulsion Treater (ET) (Set Pressure: 2.2 KSC). Similarly at the inlet of the ET a chemical called 'Oil Soluble Demulsifier' is injected continuously. In the ET, the wet crude is heated up to around 60°C. In this process oil, gas and water all are separated from each other. Oil from the ET is then taken to the Stabilizer (Set pressure: 0.8 Ksc) and from the stabilizer it goes to the crude oil storage tanks. The stored crude oil is dispatched to OIL's Central Tank Farm (CTF)

located at Duliajan through a 12" inch crude oil delivery line with the help of reciprocating pumps. Water separated from the ET is collected in formation water storage tanks. Thereafter, it is disposed in the 3 nos. of water disposal wells using centrifugal pumps. As the injectivity of the water disposal wells at Jorajan is very less some part of the produced water is sent to Nagajan OCS through a 4" line for disposing in wells wdw-173 and wdw 75 under Nagajan OCS.

- VI. Gas separated in GU-I goes to 250 psi High Pressure Master Separator (HPMS) and then it goes to distribution network. The gas liberated from TPS goes to 30 psi High Pressure Master Separator (LPMS) and then to Booster suction at nearby Jorajan Gas Compressor Station (GCS). The excess gas, if any, is flared in the flare pit. Gas separated in the ET & Stabilizer goes to the 8 psi LPMS from where it is flared in the flare pit.
- VII. The existing measurement system for dispatching crude oil from Jorajan OCS to the CTF is given below.

Sl. No.	Installation	Purpose	Measurement System Details			Remarks
			Type	No.	Parameter measured with units	
1	Jorajan OCS	Production measurement in tank	Manual tank dip using dip tap		<ul style="list-style-type: none"> <li>• Tank Level in 'cm'</li> <li>• Volume in M<sup>3</sup></li> </ul>	Volume calculated as per calibration chart of the tank
2	Jorajan OCS	Despatch to CTF	Manual tank dip using dip tap		<ul style="list-style-type: none"> <li>• Tank Level in 'cm'</li> <li>• Volume in M<sup>3</sup></li> </ul>	Volume calculated as per calibration chart of the tank

- VIII. Power at Jorajan OCS is supplied through 04 nos. of 125 KVA gas engine driven Gensets (01 Genset is running at a time). Operation and maintenance is done by OIL's Field Engineering department.

### **Chapter-III: List of In-house / Contractual services**

#### **I. Surface facilities**

##### **a. Production support services:**

Sl	Service Contract Description	Service Provider	Contract No	Mobilization Date	Expiry Date
1	Production Testing Services	M/s Techno Canada Inc	6206332	5/25/2015	5/24/2019
2	Hiring Services of ESP's	M/s Jaybee Energy Pvt Ltd.	6206331	2/19/2016	2/18/2019
3	Well Servicing Service Package - 1no	M/s Weafri	6108758	1/13/2015	1/12/2019
4	Slickline Services	M/s Techno Canada Inc	6206848	7/30/2015	7/29/2019
5	Matrix Acidization	M/s Assam Petroleum Limited.	6206430	2/23/2016	2/22/2020
6	Well Servicing Service Package - 1 no (NEW)	M/s Bvishal Oil & Energy Ltd	6207722	12/21/2016	12/20/2020
7	Well Servicing Service Package - 2 nos (NEW)	SCHLUMBER ASIA SERVICES LTD	6207756	13/12/2016 30/12/2016	12/12/2020 29/12/2020
8	Radial Drilling	M/s Radial Drilling Inc.	6208417. Expired.	12/8/2017	9/18/2018
9	Surface production Facility (On Nomination)	M/s Techno Canada Inc	6208574	2/6/2018	10/3/2018
10	4 nos of Surface production Facility	M/s Bvishal Oil & Energy Ltd	6111280	U#1 - 26/07/2018 U#2 - 10/08/2018 U#3 - 05/09/2018 U#4 - 01/09/2018	4 years from Mobilization
11	LFI dosing/pumping services	M/s Brahmaputra Commerce and Trade	6111242	3/6/2018	3/5/2021
12	Surface Production Testing Service (1 nos) - Framework	M/s Assam Petroleum Limited.	6112080		
13	Gravel pack in 7inch casing: 5 wells- Framework	M/s Jaybee Energy Pvt Ltd.	6112084		

14	Hiring the services of additional 2 nos of well servicing Service packages	M/s Jaybee Energy Pvt Limited and M/s National Oilwell Maintenance company	6112040 & 6112046		
15	Crude Oil Transportation Using 12 KL and 20 KL bowsers	Various Contractors			
16	Crude Oil Tank Construction ( Capacity Augmentation)	M/s Deepak Construction			



b. Equipment Details:

LOCATION	EQUIPMENT	UNIT NO.	Main Sub - equipment	MAKE	RATING/ CAPACITY
JORAJAN OCS	CODP	1	ENGINE	CUMMINS	157 BHP at 1500 RPM
			PUMP	BPCL	48 KL/HR at 63Kg/cm2
		2	ENGINE	CUMMINS	145 BHP at 1500 RPM
			PUMP	BPCL	48 KL/HR at 63Kg/cm2
	GENSET	1	ENGINE	CUMMINS	157 BHP at 1500 RPM
			ALTERNATOR	STAMFORD	125 KVA
		2	ENGINE	CUMMINS	157 BHP at 1500 RPM
			ALTERNATOR	KIRLOSKAR	125 KVA
		3	ENGINE	CUMMINS	157 BHP at 1500 RPM
			ALTERNATOR	STAMFORD	125 KVA
		4	ENGINE	CUMMINS	157 BHP at 1500 RPM
			ALTERNATOR	STAMFORD	125 KVA
	Drenching Pumpset	1	ENGINE (Diesel)	CUMMINS	231HP@1500 RPM
			Centrifugal Pump	KIRLOSKAR	300 KL/HR @104Meter
		2	ENGINE (Diesel)	CUMMINS	231HP@1500 RPM
			Centrifugal Pump	MATHER & PLATT	300 KL/HR @104Meter
JORAJAN WI	WI PUMPSET	1	ENGINE	CUMMINS	157 BHP at 1500 RPM
			PUMP	BPCL	22KL/HR at 142 kg/cm2
		2	ENGINE	CUMMINS	157 BHP at 1500 RPM
			PUMP	BPCL	24 kL/hr at 160 kg/cm2
		3	ENGINE	CUMMINS	157 BHP at 1500 RPM
			PUMP	BPCL	22KL/HR at 142 kg/cm2
	GESNET	1	ENGINE	CUMMINS	157 BHP at 1500 RPM
			ALTERNATOR	STAMFORD	125 KVA
		2	ENGINE	CUMMINS	157 BHP at 1500 RPM
			ALTERNATOR	STAMFORD	125 KVA

## II. Cementing units

Sl No	Registration	Make/Description	Year Of Commissioning
<b>CEMENTING UNIT</b>			
1	AS 06 3146 (OIL 3502)	M/s BJ HUGHES	22-3-1990
2	AS 06 7780(OIL 3505)	M/s NOWSCO	2-12-1992
<b>MOBILE SILO (OIL)</b>			
1	AS 06 E 5123 (OIL 3510)		17-05-2005
2	AS 06 3148 OIL 3503)		
3	AS 06 3147 (OIL 3147)		
<b>BATCH MIXTURE</b>			
1	KERUI, 100 bbl	M/S KERUI	2018
<b>PRE MIX SYSTEM</b>			
1	MECHEM, 100 bbl	M/s MECHEM	2018
<b>MOBILE TRANSPORT SILO (CONTRACT)</b>			
1	AS 23CC 3211	M/s Purbanchal	2017
2	AS 23CC 3212	M/s Purbanchal	2017
3	AS 23CC 3321	M/s Purbanchal	2017

## III. Workover Rig

SlNo	Name of Rigs	Hired/Own Present capacity	Date of commissioning or Hiring	Present capacity	Remarks
1	RG-600, RG-A	Own	10..09.2008.	600HP, 150TON	NDT completion date-01.12.2017
2	RG-600, RG-B	Own	10.09.2008	600HP, 150TON	NDT completion date-08.02.2018
3	RG-600, RG-C	Own	10.09.2008	600HP, 150TON	NDT completion date-26.11.2017
4	RG-600, RG-D	Own	10..09..2008	600HP, 150TON	NDT completion date-10.12.2017

5	RG-600, RG-E	Own	19.12..2008.	600HP, 150TON	NDT completion date-23.09.2015
6	MR-6000, DM1	Own	19-1.2017	600HP, 125 TON	Under operation
7	MR-6000, DM2	Own	28..11.2016	600HP, 125 TON	Under operation
8	MR-6000, DM3	Own	10.2..2017.	600HP, 125 TON	Under operation
9	MR-5000, DM4	Own	16.06.2017	500HP, 100 TON	Under operation
10	M1-750HP	Own	08.04.2015	750HP 180 TON	NDT completion date-06.05.2018
11	BHEL-A	Own	16.05.1987	450HP 110TON	NDT completion date-14.12.2017
12	BHEL-C	Own	31.03.1989	450HP 110 TON	NDT completion date-20.12.2017 operation
13	CH1, M/s Kakoti Engineering	C/H	16.09.2015	650HP, 160TON	Running under operation
14	CH2, M/s Kakoti Engineering	C/H	22.01.2016	650HP, 160TON	Running under operation
15	CH3, M/S DEEP INDUSTRIES LIMITED	C/H	01.04.2015	550HP, 135 TON	Running under operation
16	CH4, M/S DEEP INDUSTRIES LIMITED	C/H	16.04.2015	550HP135 TON	Running under operation
17	CH5, M/s Udipta Energy	C/H	12.08.201	550HP, 135 TON	Running under operation
18	CH6, M/s Udipta Energy	C/H	27.08.2016	550HP, 135 TON	Running under operation
19	CH7, M/s GTC Oil Field	C/H	27.10.2015	550HP, 135 TON	Running under operation
20	CH8, M/s GTC Oil Field	C/H	28.10.2015	550HP, 135 TON	Running under operation
21	CH9, M/s	C/H	03.12.2016	550HP, 135	Running under

	John Energy			TON	operation
22	CH10,M/s John Energy	C/H	10.01.2017	550HP, 135 TON	Running under operation
23	CH11,M/s Jaybee Energy	C/H	05.12.2016	550HP, 135 TON	Running under operation
24	CH12,M/s Jaybee Energy	C/H	22.12.201	750HP,180TON	Running under operation

#### IV. Drilling Services

SlNo	Rig	Capacity of Rig	Status of Rig
1	E-1400 HP-S1	1400 HP RIG, 1000 KPS	Refurbished on-13.07.2008
2	E-1400-S2	1400 HP RIG,1000kps	Refurbished on-25.02.2011
3	E-1400-S3	1400 HP RIG,770kps	Refurbished on-25.08.2009
4	E-1400-S4	1400 HP RIG,770	Commissioned on 15.05.1986 Refurbished D/wks on 24.01.2009(M& SS yet to be refurbished)
5	E-1400-S5	1400 HP RIG,1000kps	Refurbished on-08.07.2018
6	E-1400-S6	1400 HP RIG,1000kps	Refurbished on-00000.2018
7	E-2000-S7	2000 HP,1000 KPS	Refurbished on -28.11.2014
8	E-3000-S8	3000HP,1500 KPS	Refurbished on 07.11.2013
9	E-2000VFD-1	2000HP,1000KPS	Commissioned on- 28.08.2016
10	E-2000 VFD-2	2000HP,1000KPS	Commissioned on- 23.08.2016
11	DRILLMEC-5	MR-6000,DM5	Commissioned on- 22.05.2017
12	CH2, M/S SIMPLEX INFRASTRUCTURES LIMITED	1400 HP	Hiring from- 26.05.2015
13	CH3,M/S JAYBEE ENERGY PVT. LTD.	1400 HP	Hiring from- 14.06.2017
14	CH4, M/S SIMPLEX INFRASTRUCTURES LIMITED	1400 HP	Hiring from- 04.12.2015

15	CH5,M/SQUIPPO OIL AND GAS INFRASTRUCTURE LTD.	1400 HP	Hiring from- 08.02.2016
16	CH6, M/SQUIPPO OIL AND GAS INFRASTRUCTURE LTD.	2000 HP	Hiring from- 28.04.2016
17	HIRING SERVICES FOR SDMM & RSS,M/S HALLIBURTON OFFSHORE SERVICES INC	3 SETS	Hiring from- 27.01.2018
18	Cementing services,SCHLUMBERGER ASIA SERVICES	Short term service	Hiring from- 10.12.2018
19	HIRING SERVICES FOR SDMM+RSS+JAR, JINDAL DRILLING & INDUSTRIES LTD.	4 SETS	Hiring from- 06.07.2018

## V. Logging Services available at FHQ

### Departmental Units:

S.NO	Departmental Open Hole Services
1	Logging Unit- Onshore, make <b>LOGIQ – HALLIBURTON, OIL5513</b>
2	Gamma Ray Spectrometry - CSNG
3	Natural Gamma Ray
4	Deep And Medium Focused ResistivityLaterolog with Micro Resistivity (DLL-MSFL)
5	Dipole Shear Wave Sonic Logging - WSTT
6	NEUTRON/DENSITY LOGGING, DSNT-I/SDLT-I
7	Extended Range Micro Resistivity IMAGING - XRMI
8	Side Wall Core
9	Downhole Tension
11	Borehole Deviation Survey
12	Cable Guided Fishing to Catch Logging Tools
13	Cement Bond Evaluation- 3' & 5'

S.NO	Departmental Open Hole Services
1	Logging Unit- Onshore, make <b>LOGIQ – HALLIBURTON, OIL5517</b>
2	Gamma Ray Spectrometry - CSNG
3	Natural Gamma Ray
4	High Resolution Array Induction Imager - ACRT
5	Deep And Medium Focused ResistivityLaterolog with Micro Resistivity (DLL-MSFL)
6	Borehole Compensated Acoustic Logging - BSAT

7	Dipole Shear Wave Sonic Logging - WSTT
8	NEUTRON/DENSITY LOGGING, DSNT-I/SDLT-I
9	Extended Range Micro Resistivity IMAGING - XRMI
10	Side Wall Core
11	Downhole Tension
12	Cement Bond Evaluation- 3' & 5'
13	Borehole Deviation Survey
14	Cable Guided Fishing to Catch Logging Tools
15	Circumferential Accoustic Scanning Imager – CAST logging(cement evaluation/pipe inspection)

S.NO	Departmental Cased Hole Unit Services
1	Logging Unit- Onshore, make <b>Warrior-Artex, OIL5515</b>
2	1 11/16"Gamma Ray-CCL, Cased Hole Neutron
3	CBL-VDL-GR-CCL
4	Production Logging Services
5	Bridge Plug setting
6	<u>Explosives Cutters for pipe recovery:</u> Tubing Cutter for 2-7/8" Sizes Casing/ Drill Pipe Cutter for 5" / 5-1/2" / 7" / 9-5/8" Sizes Split Shot Cutter for 2" to 9" Sizes Drill Collar Severing Service for 3-1/2" to 11" drill pipe/drill collar
7	Tubing Puncture for 2-7/8" Sizes
8	4" Big Hole Perforation for Cement Squeeze Service
9	Free Point/String Shot/backoff
10	TTP – 1-11/16" & 2-1/8"
11	5K psi Wellhead Pressure Control system
12	4" HSC Perforation-Conventional
13	Multi Finger Imaging for Pipe inspection - MIT
14	Magnetic Thickness Tool for Pipe Inspection - MTT
15	SHOOTING GAMMA RAY services – 1-11/16" & 3-3/8"
16	Depth Determination by Dummy/GR/CCL/Junk Basket

17	Through Casing cement dump bailer
18	Cased Hole Fishing Gears
19	Retainer Packer setting

<b>S.NO</b>	<b>Departmental Cased Hole Unit Services</b>
1	Logging Unit- Onshore, make <b>Warrior-Artex, OIL5516</b>
2	1 11/16"Gamma Ray-CCL, Cased Hole Neutron
3	CBL-VDL-GR-CCL
4	Production Logging Services
5	Bridge Plug setting
6	<u>Explosives Cutters for pipe recovery:</u> Tubing Cutter for 2-7/8" Sizes Casing/ Drill Pipe Cutter for 5" / 5-1/2" / 7" / 9-5/8" Sizes Split Shot Cutter for 2" to 9" Sizes Drill Collar Severing Service for 3-1/2" to 11" drill pipe/drill collar
7	Tubing Puncture for 2-7/8" Sizes
8	Big Hole Perforation for Cement Squeeze Service
9	Free Point/String Shot/backoff
10	TTP – 1-11/16" & 2-1/8"
11	5K psi Wellhead Pressure Control system
12	4" HSC Perforation-Conventional
13	Multi Finger Imaging for Pipe inspection - MIT
14	Magnetic Thickness Tool for Pipe Inspection - MTT
15	SHOOTING GAMMA RAY services – 1-11/16" & 3-3/8"
16	Depth Determination by Dummy/GR/CCL/Junk Basket
17	Through Casing cement dump bailer
18	Cased Hole Fishing Gears
19	Retainer Packer setting

<b>S.NO</b>	<b>Departmental Cased Hole Unit Services</b>
1	Logging Unit- Onshore, make <b>Warrior-Halliburton, OIL5518</b>
2	1 11/16"Gamma Ray-CCL, Cased Hole Neutron
3	CBL-VDL-GR-CCL
4	Production Logging Services
5	Bridge Plug setting

6	<u>Explosives Cutters for pipe recovery:</u> Tubing Cutter for 2-7/8" Sizes Casing/ Drill Pipe Cutter for 5" / 5-1/2" / 7" / 9-5/8" Sizes Split Shot Cutter for 2" to 9" Sizes Drill Collar Severing Service for 3-1/2" to 11" drill pipe/drill collar
7	Tubing Puncture for 2-7/8" Sizes
8	Big Hole Perforation for Cement Squeeze Service
9	Free Point/String Shot/backoff
10	TTP – 1-11/16" & 2-1/8"
11	10K psi Wellhead Pressure Control system
12	4" HSC Perforation-Conventional
13	Multi Finger Imaging for Pipe inspection - MIT
14	Magnetic Thickness Tool for Pipe Inspection - MTT
15	SHOOTING GAMMA RAY services – 1-11/16" & 3-3/8"
16	Depth Determination by Dummy/GR/CCL/Junk Basket
17	Through Casing cement dump bailer
18	Cased Hole Fishing Gears
19	Retainer Packer setting

S.NO	Departmental Mast Unit Services
1	Mast Unit- Onshore, make <b>Peterbuilt PB335, OIL3701 for rig-less wireline operation</b>

### Contractual Services

#### **i) Schlumberger Asia Services Limited:**

S.No	SASL WireLine Services (Contract Validity 12.06.2018-11.06.2022)
1	Logging Unit- Onshore – 01 no.
2	Natural Gamma/Gamma Ray Spectrometry
3	Deep And Medium Focused Resistivity-Micro Resistivity
4	Dipole Shear Sonic Imager
5	Dual Spaced Neutron-Formation Density -Porosity
6	Full Bore Resistivity Imager
7	Elemental Concentration Log
8	Nuclear Magnetic Resonance Log



9	Dynamic Formation Tester(Modular)
10	Borehole Deviation Survey
11	Quick Formation Pressure Tester
12	Side Wall Core
13	Pipe Conveyed Logging services
14	High Resolution Laterolog service
15	Compact density/porosity/Gamma (PEX) service
16	Downhole Tension survey
17	Cement Bond Evaluation
18	Borehole compensated sonic
19	Cement evaluation and Pipe inspection
20	Triaxial Borehole seismic for VSP
21	Depth Determination by Dummy/GR/CCL/Junk Basket
22	Through Tubing Reservoir Monitoring survey with water flow measurement
23	Free Point Indicator /Backoff
24	Well Head Pressure Control Equipment
25	Through Tubing Bridge Plug
26	Through Tubing cement dump bailer
27	Production Logging services
28	Through Tubing slim cement bond evaluation service
29	Multi Finger Imaging for Pipe inspection - MIT
30	Plug & Packer Setting
31	Flow Scan Imager services
32	Through Tubing Reservoir Monitoring survey- 3 detectors or more
33	Jet Cutter for 2-7/8" / 5-1/2" / 9-5/8" pipe Sizes Colloidal/Severing Service for 2-7/8" / 4-1/2"/5" /6-1/2"/8" drill pipe/drill collar
34	Tubing Puncture for 2-7/8" to 5-1/2" Sizes pipes
35	TTP – zero phase and spiral
36	Tubing Conveyed Perforation services
37	Casing Gun perforation-3-1/2" / 3-3/8" / 4-1/2" /4-5/8"
38	Customer Instrument Service
39	Depth Determination by Dummy/GR/CCL/Junk Basket

**ii) Baker Hughes Singapore PTE:**

<b>S.NO</b>	<b>Baker Hughes Services (Contract Validity 16.06.2018-15.06.2022)</b>
1	Logging Unit- Onshore – 02 nos.
2	Natural Gamma/Gamma Ray Spectrometry
3	Deep And Medium Focused Resistivity-Micro Resistivity
4	Dipole Shear Sonic Imager
5	Dual Spaced Neutron-Formation Density -Porosity
6	Full Bore Resistivity Imager
7	Elemental Concentration Log
8	Nuclear Magnetic Resonance Log
9	Dynamic Formation Tester(Modular)
10	Borehole Deviation Survey
11	Quick Formation Pressure Tester
12	Side Wall Core
13	Pipe Conveyed Logging services
14	High Resolution Laterolog service
15	Compact density/porosity/Gamma (PEX) service
16	Downhole Tension survey
17	Cement Bond Evaluation
18	Borehole compensated sonic
19	Cement evaluation and Pipe inspection
20	Triaxial Borehole seismic for VSP
21	Depth Determination by Dummy/GR/CCL/Junk Basket
22	Through Tubing Reservoir Monitoring survey with water flow measurement
23	Free Point Indicator /Backoff
24	Well Head Pressure Control Equipment
25	Through Tubing Bridge Plug
26	Through Tubing cement dump bailer
27	Production Logging services
28	Through Tubing slim cement bond evaluation service
29	Multi Finger Imaging for Pipe inspection - MIT
30	Plug & Packer Setting
31	Flow Scan Imager services

32	Through Tubing Reservoir Monitoring survey- 3 detectors or more
33	Jet Cutter for 2-7/8" / 5-1/2" / 9-5/8" pipe Sizes Colloidal/Severing Service for 2-7/8" / 4-1/2"/5" /6-1/2"/8" drill pipe/drill collar
34	Tubing Puncture for 2-7/8" to 5-1/2" Sizes pipes
35	TTP – zero phase and spiral
36	Tubing Conveyed Perforation services
37	Casing Gun perforation-3-1/2" / 3-3/8" / 4-1/2" /4-5/8"
38	Customer Instrument Service
39	Depth Determination by Dummy/GR/CCL/Junk Basket

### **Log Data Processing Facility**

#### **In-house:**

<b>HARDWARE</b>	<b>QTY</b>	<b>OS</b>	<b>SOFTWARE</b>
PC based HPZ840, FRS for Open Hole Log interpretation	1	Windows	FRS-Insite based: 1. Acoustic Studio 2. Borehole imaging studio 3. FAME 4. FAST-CACE (casing evaluation) 5. FAST-ACE (cement evaluation) 6. SASHA, LARA, CORAL
PC Based IPC4230 for pipe inspection	1	Windows	WIPER AND WIVA (MIT/MTT)
PC Based HP LP2065 for Open Hole Log interpretation	1	Windows	ULTRA, WAVESONIC & Wx FORECAST (Borehole Imaging)
PC Based for production log interpretation	1	Windows	EMERAUDE KAPPA for PLT

ItterralitecolorLog plotter	2		Plotter
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**Contractual: Schlumberger**

service	QTY
Basic Log Interpretation	1
Dipole Shear Sonic Imager (Borehole stability analysis, geo-mechanical modeling, sand ingression analysis)	1

**Contractual: Baker Hughes**

service	QTY
Basic Log Interpretation	1
Dipole Shear Sonic Imager (Borehole stability analysis, geo-mechanical modeling, sand ingression analysis)	1

### Details of Surface facilities

#### JORAJAN OCS:

- Commissioned in the year 28.08.1974. DGMS Permission No: **MII/OIL/63/9317** Dated. 06.06.1974
- Design Capacity: 900 KI ((Wet) & 900 KI (Dry) [Toal capacity = 1800 KI]
- Nos of Crude Transfer Pumps: 02 nos (40 Kls/hr)
- Nos of Formation Water Disposal Pumps : 02 nos
- Nos of Chemical Dosing Pumps: 04 nos
- Nos of Recharging Pumps: 02 nos
- Nos of Drenching Pumps for fire fighting: 02 nos (Diesel Engine driven)
- Nos of Crude Oil Storage Tanks & Capacity: 03 nos (795 Kls = 02 nos & 160 Kls Test Tank = 01 no)
- Nos of Formation Water Tanks & Capacity: 02 nos (160 Kls = 01 no & 40 Kls = 01 no)
- No of Skimming tank & Capacity: 01 no (40 Kls)
- Type & Nos of Heater Treaters: 01 No.(Thermo-Chemical)
- Type & Nos of Bath Heater: 04 nos (Indirect water bath heater)
- Nos& Types of Separators: 15 nos (Vertical = 13 nos & Horizontal = 02 nos)
- Crude Oil Measurement System: By manual dip tape measurement.
- Primary source of Power: GED Generator
- Stand By power : GED Generator

#### JORAJAN GCS:

- Commissioned in the year September 1979.
- DGMS Permission No: S-4/102-O(D)/II-B(78)/2264 of 06/09/1979.
- Gas Handling Capacity: 3,20,000 m<sup>3</sup>/d (HP gas) and 3,50,000 m<sup>3</sup>/d (LP gas).
- Nos of LPB Compressors: 05 Nos (4 nos. in running condition and 1 no. long shut down). (Provided in Annexure IV)
  - 1 x 1,40,000 m<sup>3</sup>/d+ 3 x 70000 m<sup>3</sup>/d
- Nos of GL Compressors: 05 Nos. (4 nos. in running condition and 1 no. long shut down)(Provided in Annexure IV)
- 4 X 80,000 m<sup>3</sup>/d

- Nos of Separators:
  - 30 psi: 1 nos (Vertical, Two phase Separators)
  - 250 psi: 1 no (Vertical, Two phase Separators)
  - 1500 psi: 1 no. (Vertical, Two phase Separators)
  - Mist Extractor: 1 no (Vertical, Two phase Separators)
- Air Compressor: 03 nos
- Portable Air Compressor: 1 no.
- Glycol Dehydration Unit: 1 no
  - Capacity: 10 MMSCFD
  - Make: Hyundai

### Details of Oil Measurement System in Jorajan Area as on 20.11.2018

SI No	Installation	Processing /Non processing	Oil Receipt Meter (Yes/ No)	Oil Despatch Meter (Yes/ No)	Crude Production			Inventory Measurement System		Storage		Tanker Receipt (m <sup>3</sup> /d)	SCAD A-PRA Integration Status
					Liquid (m <sup>3</sup> /d)	W/C (%)	Oil (m <sup>3</sup> /d)	Volume (Dip/ Radar Gauge)	WC (Spot/ TMB)	No of Tanks	Capacity (m <sup>3</sup> ) Total		
01	JORAJAN	Processing	No	No	160	46%	86	Dip	Spot & Chemical Lab	02**	1590	NA	NA

### Details of Water injection and water supply system in Jorajan:

Water Injection details	Water supply details
<ul style="list-style-type: none"> <li>DTW (Deep Tube Well) - 2 Running               <ul style="list-style-type: none"> <li>➤ Capacity of pump: 60KLPH</li> <li>➤ Pump Type: Submersible</li> <li>➤ Boring Size – 8” x 4”</li> <li>➤ Depth: 360’</li> <li>➤ Motor power: 20HP</li> </ul> </li> </ul>	<ol style="list-style-type: none"> <li>5 H/P Submersible pump - 2 NOS               <ul style="list-style-type: none"> <li>➤ Boring Size - 8” x 4”</li> <li>➤ Depth - 72’</li> </ul> </li> <li>Online Filter - 2 NOS               <ul style="list-style-type: none"> <li>➤ Capacity - 50 KLPH each</li> </ul> </li> <li>IR Filter - 1 NO (45KL)</li> <li>RCC Tank - 1 NO (45 KL)</li> <li>Air Compressor - 2 NOS               <ul style="list-style-type: none"> <li>➤ Prime Mover: Induction motor of 5HP</li> <li>➤ Maximum working pressure - 175 kg/cm<sup>2</sup></li> </ul> </li> </ol>

	<p>➤ Capacity - 225 LPH</p> <p>6. Stand by boring size - 4" x 72'</p> <p>7. 1 No 37 KL Tank is used as pre-aeration chamber.</p>
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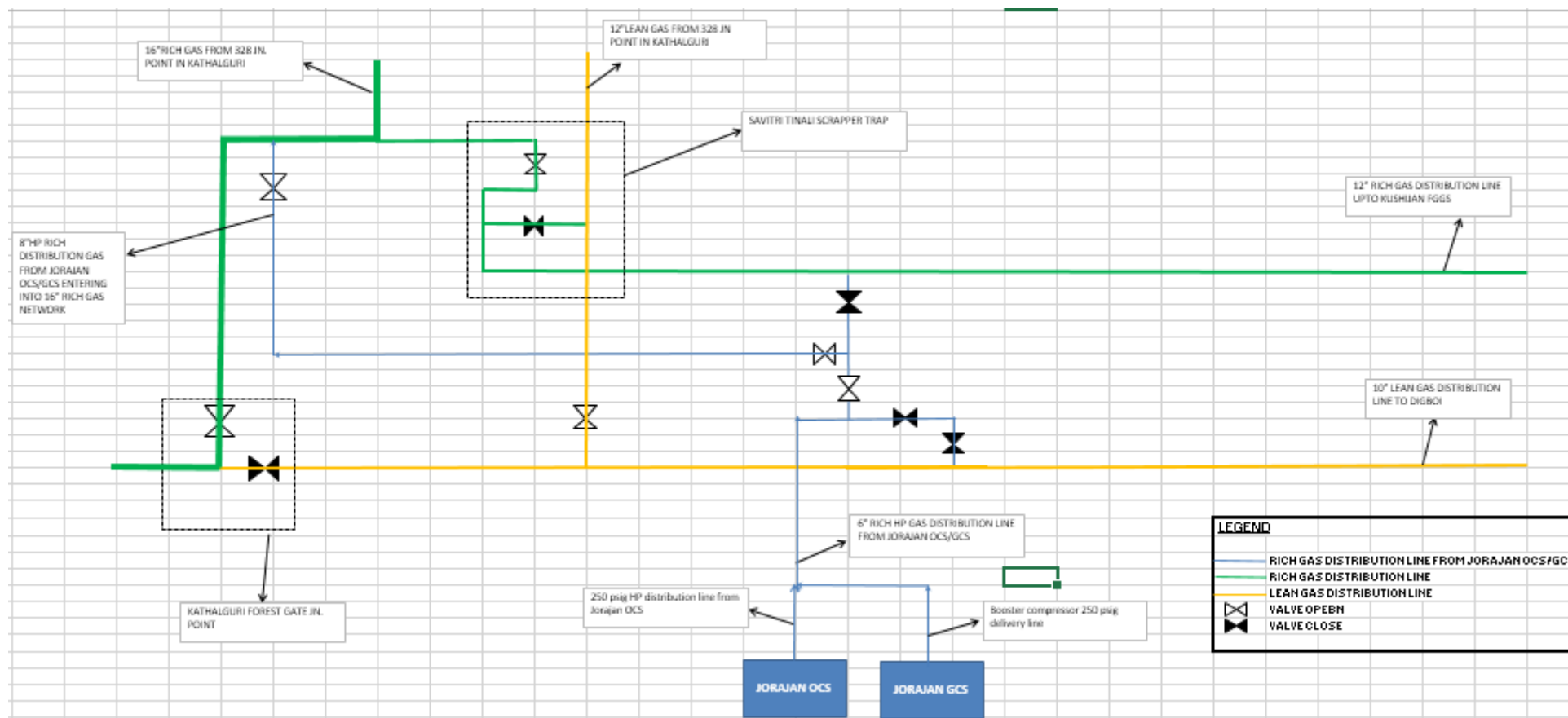
**Details of Gas Measurement in Jorajan Area      As on 20.11.2018**

Sl No	Installation	Sales Gas Meter (Yes/ No)	Flare Meter (Yes/ No)	Internal use Meter (Yes/ No)	Make up Gas Meter (Yes/No)	Internal Use (SCMD)		Make up Gas for Gas Lift (SCMD)	Flare Qty. (SCMD)	Remarks
						Contribution to Grid	Consumption for Installation			
1	Jorajan OCS	No	No	No	No	400000	10000	NA	2000	Contribution to Grid: LP Gas supplied to GCS + HP distribution network.



## Gas Distribution network of Jorajan OCS/GCS

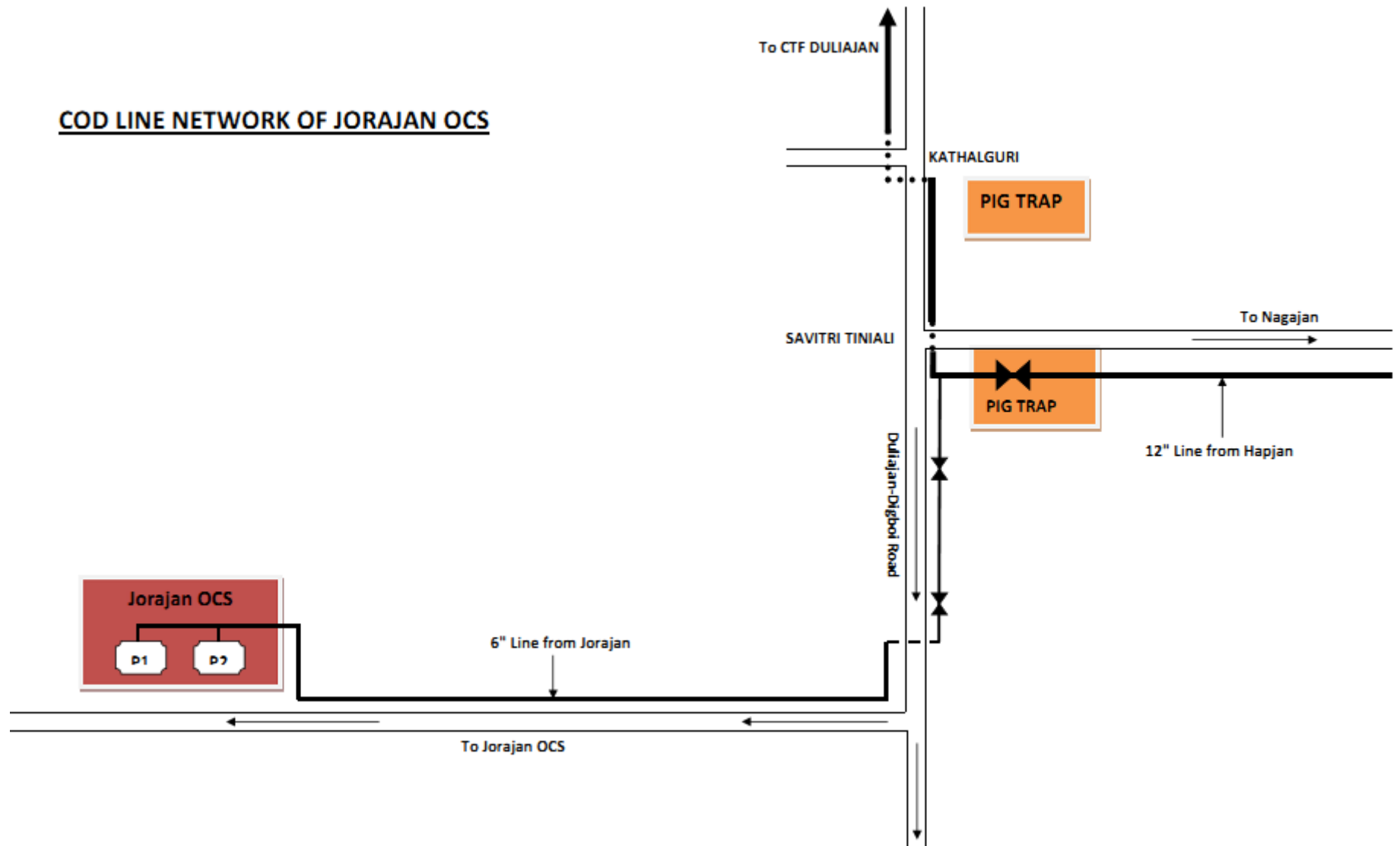
## Annexure-IV



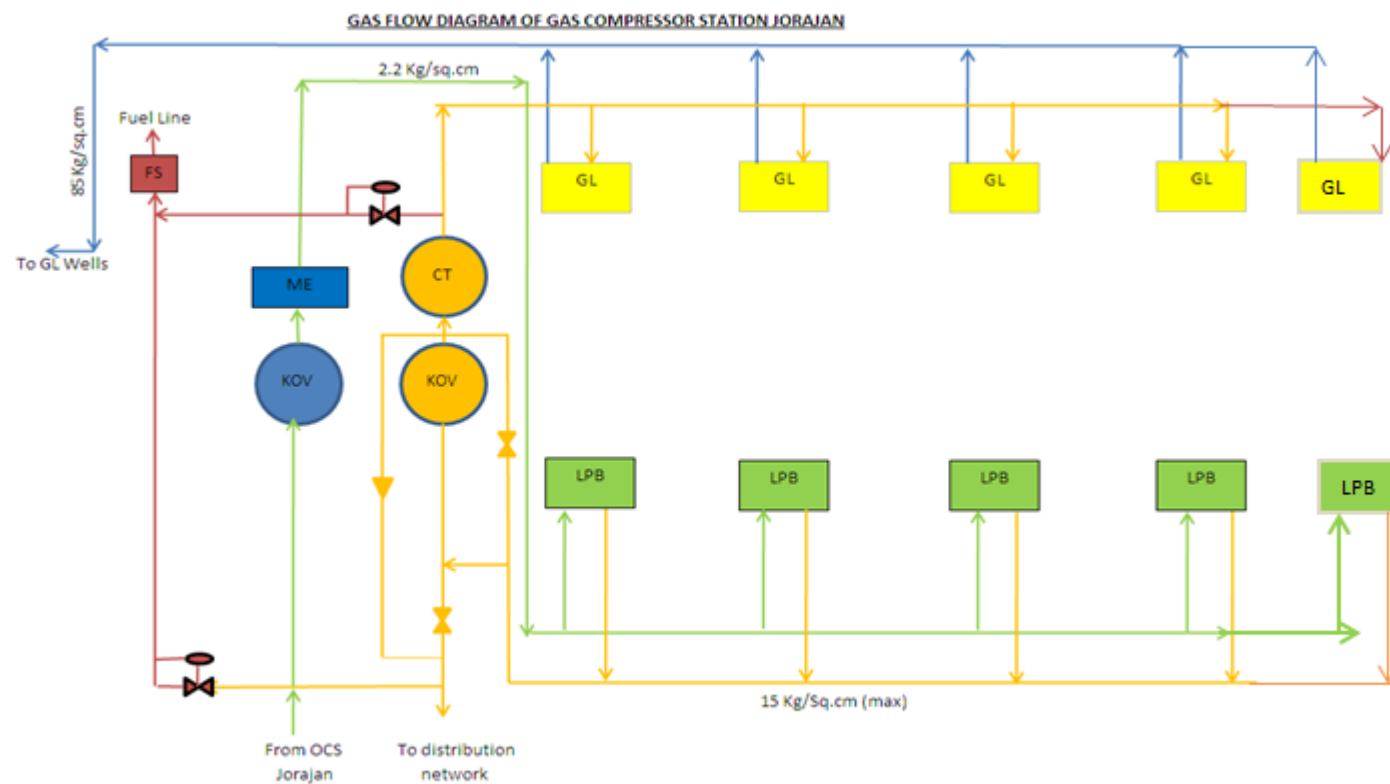
## Oil Distribution network of Jorajan OCS

Annexure-V

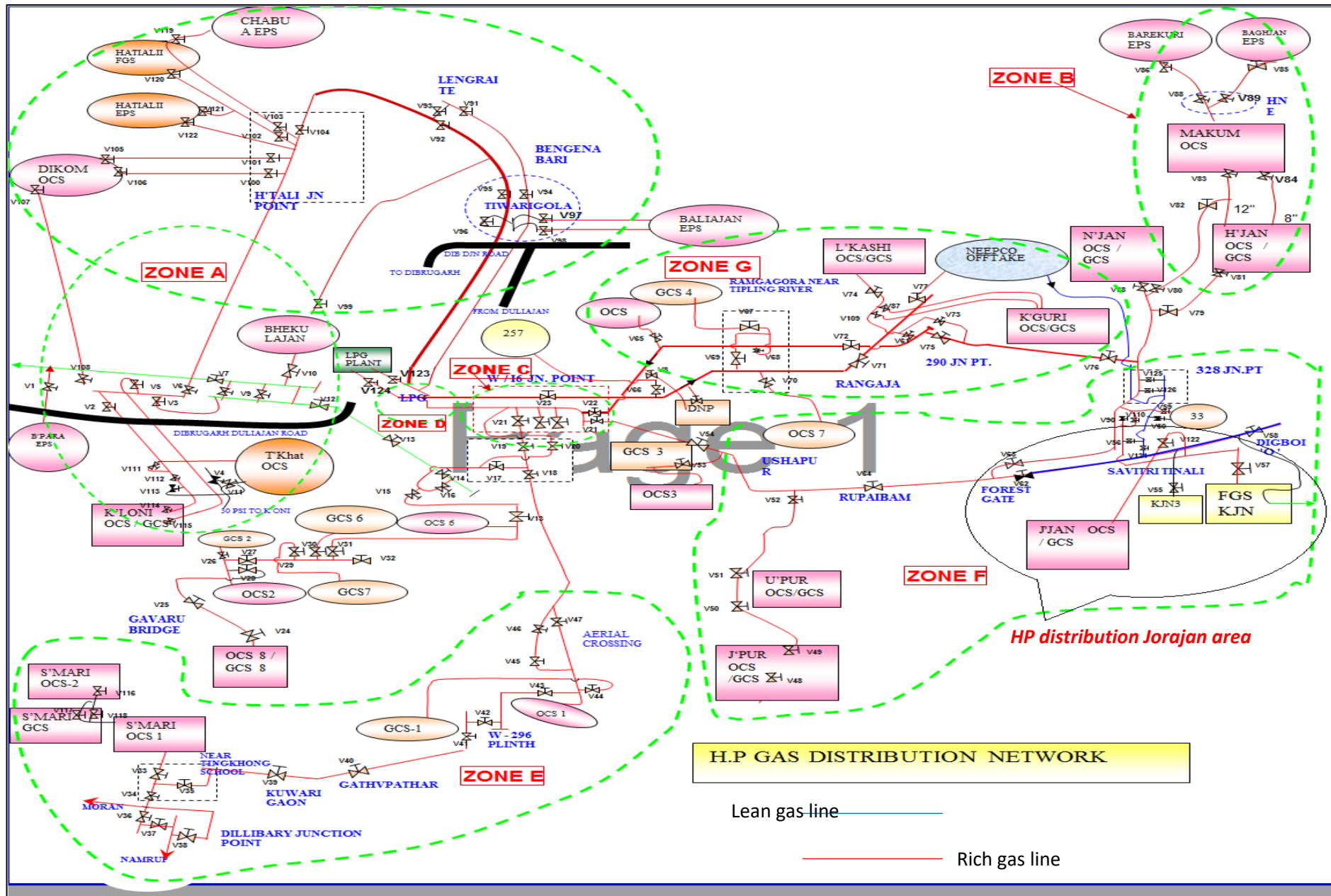
### COD LINE NETWORK OF JORAJAN OCS



## Gas flow diagram of GCS Jorajan

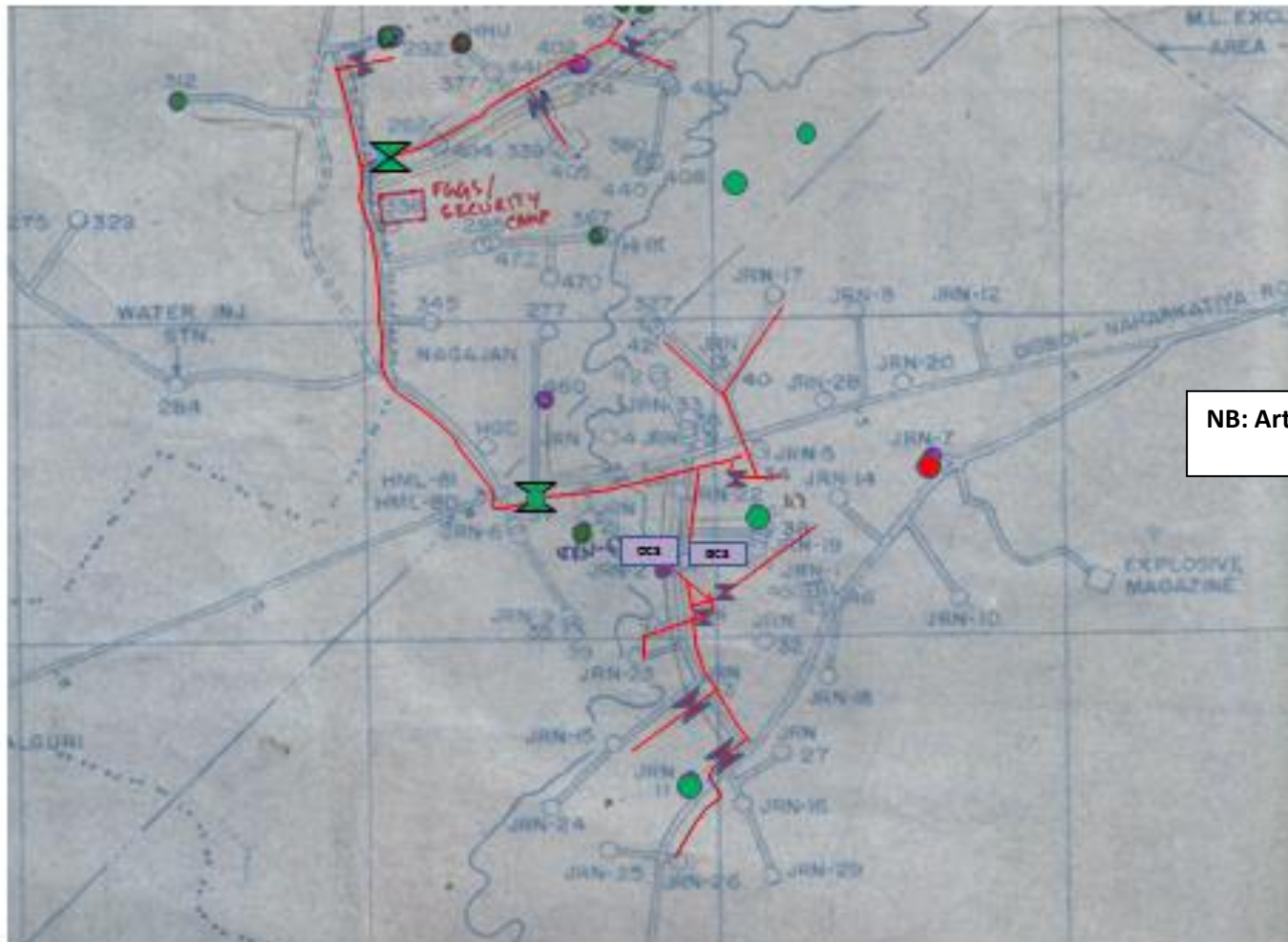


1. ME: MIST EXTRACTOR
2. KOV: KNOCK OUT VESSEL
3. LPB: LOW PRESS BOOSTER COMPRESSOR
4. GL: GAS LIFT COMPR
5. CT: CONTACTOR TOWER OF GDU
6. FS: FUEL SCRUBBER



Artery/Gas lift network:

Annexure-VIII

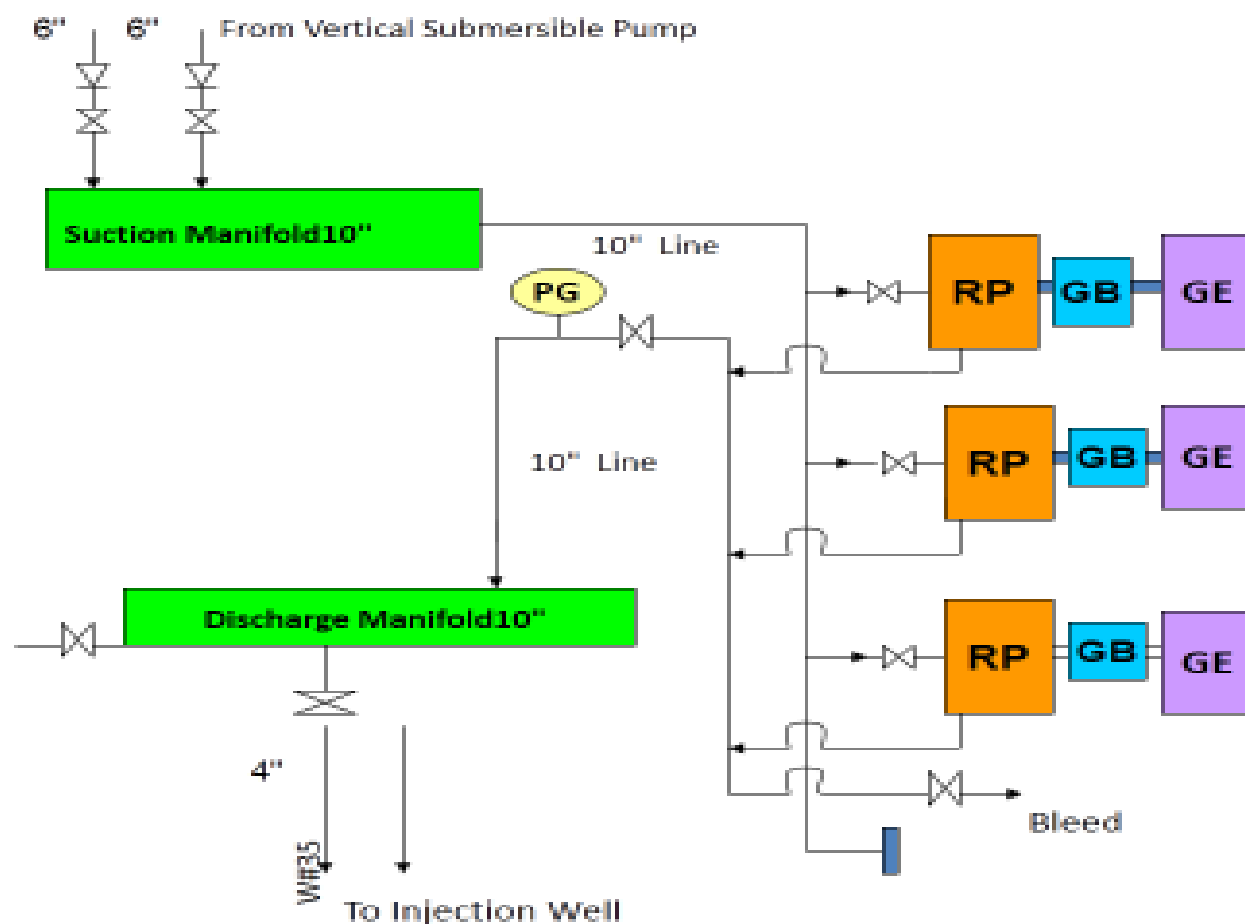


NB: Artery line network for Jorajan and Nagajan is common

**Details of Gas Compressors of GCS Jorajan**

Compressor	Make	Prime Mover	Capacity in m3/d	
LPB 1	Ingersoll Rand (C)	Waukesha L-7042G	1,40,000 m3/d	
LPB 2	Worthington	Caterpillar G399	70,000 m3/d	
LPB 3	Worthington	Caterpillar G399	70,000 m3/d	
LPB 4	Worthington	Caterpillar G399	70,000 m3/d	
<b>LPB 5</b>	<b>Atlas Copco Compressor</b>	<b>Waukesha L7042G</b>	<b>1,40,000 m3/d</b>	<b>Long Shut Down</b>
<b>GL 1</b>	<b>Ingersoll Rand (I)</b>	<b>Waukesha L5108G</b>	<b>80,000 m3/d</b>	<b>Long Shut Down</b>
GL 2	Atlas Copco (I)	Caterpillar G399	80,000 m3/d	
GL 3	Atlas Copco Compressor	Caterpillar G399	80,000 m3/d	
GL 4	Atlas Copco (I)	Caterpillar G399	80,000 m3/d	
GL 5	Dresser Rand	Waukesha L5790	80,000 m3/d	

### Schematic of WIS set up at WIS # JORAJAN



#### PARAMETERS & EQUIPMENTS

Nos. of Pump: 3 Nos.  
 Nos. of DTW: 2 Nos.  
 Nos. of Injection Well: 1 Nos.

##### Reciprocating Pump

Make: BPCL  
 Disc. Press. 147.5 Ksc  
 Input KW: 68

##### Gear Box

Make: Flender Macneil  
 Gear Ltd.

##### DTW

Vertical Submersible Pump  
 (20 HP)

Type	: Submersible
Make	: KSB/Kirloskar /
Capacity	: 45 to 50 M3/Hr.
Head	: 70 to 75 M
Liquid	: Water of
	Sp. Gravity 1.0
Duty	: Continuous

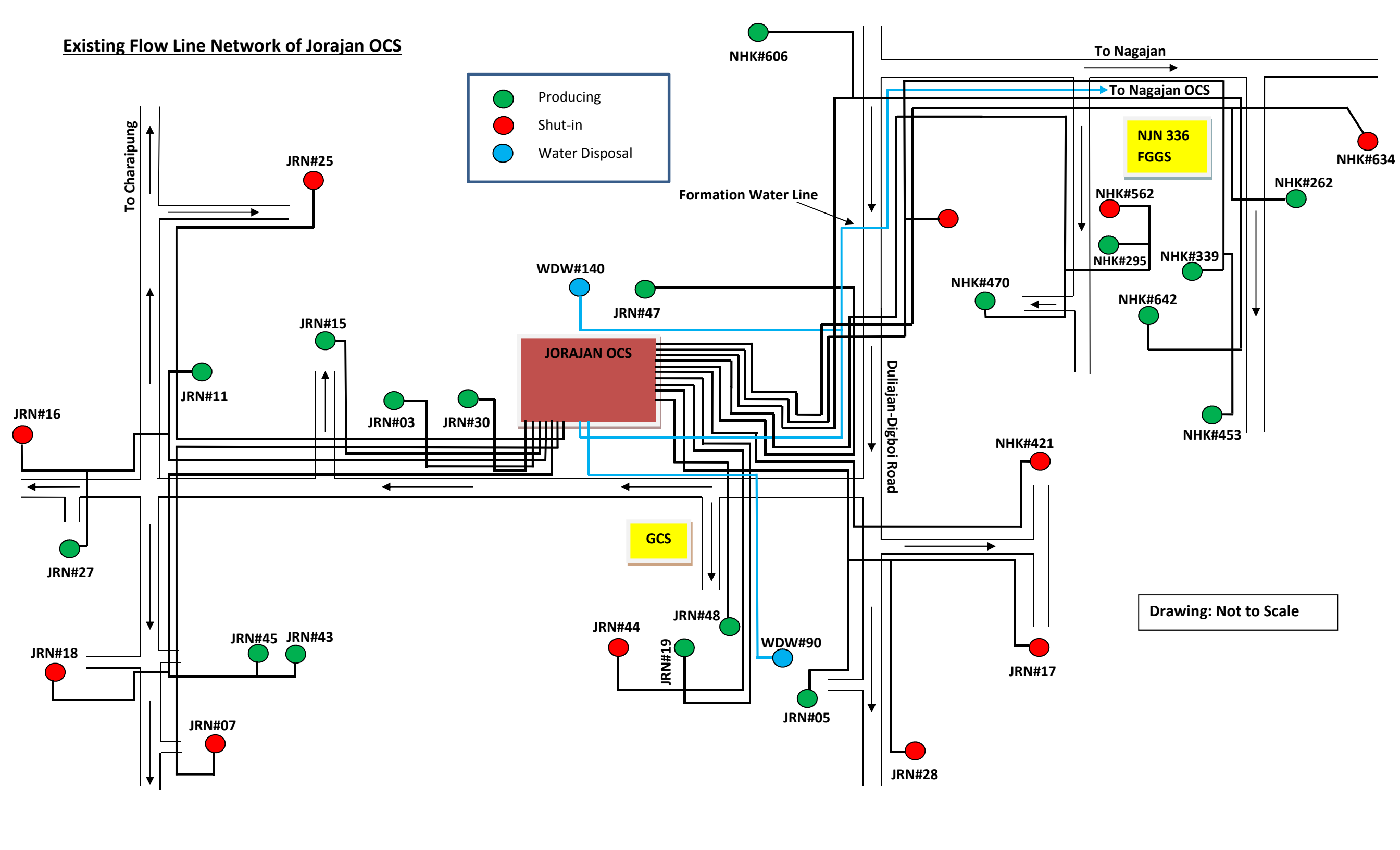
#### LEGEND

RP:	Reciprocating Pump
GB:	Gear Box
GE:	Gas Engine
DTW:	Deep Tube Well
WI:	Water Injection Well
WIS:	Water Injection Station
PG:	Pressure Gauge

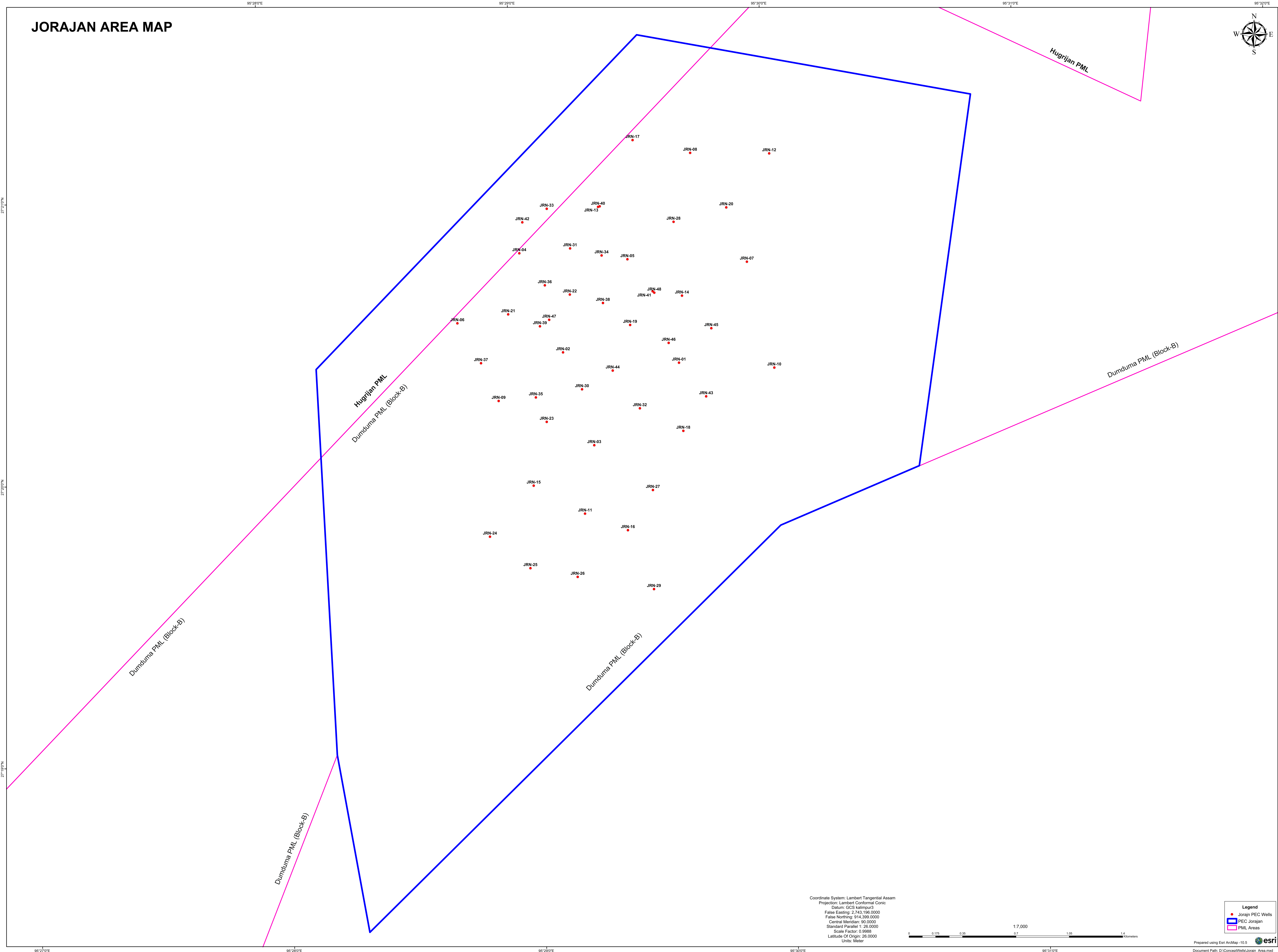
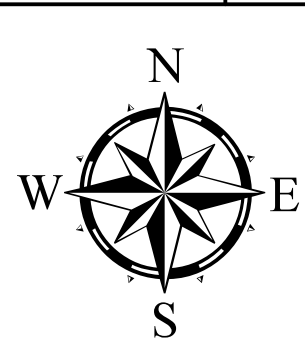
Installation	Unit	Engine/ Motor	Rating	Pump	Max Discharge	Plunger Size	Remarks / Statuse as on 03.12.18	Vintage
WIS JRN	1	Cummins	157 HP @ 1500 rpm	BPCL	22 kl/hr @ 299 rpm	2-3/8"	As on date, out of 3 GED pump-sets, cumulative running hrs/day is 24	10.12.2007
	2					3-1/4"		10.12.2007
	3					2-3/8"		10.12.2007



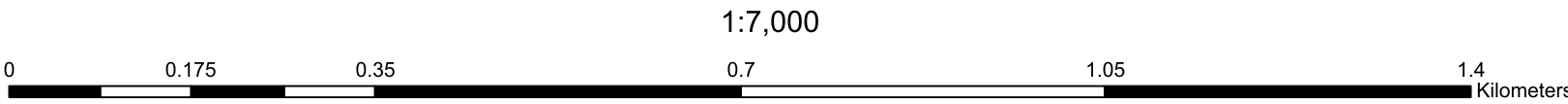
Existing Flow Line Network of Jorajan OCS



JORAJAN AREA MAP



Coordinate System: Lambert Tangential Assam  
Projection: Lambert Conformal Conic  
Datum: GCS kalimpur3  
False Easting: 2,743,196.0000  
False Northing: 914,389.0000  
Central Meridian: 90.0000  
Standard Parallel 1: 26.0000  
Scale Factor: 0.9988  
Latitude Of Origin: 26.0000  
Units: Meter



Legend

Jorajan PEC Wells

PEC Jorajan

PML Areas



<b><u>S/N</u></b>	<b><u>Well Data</u></b>	
<b><u>A</u></b>	<b>Well No:</b>	Jorajan #35 (WIW)
	Location/Direction	Jorajan
	Field Name:	
	Number of wells in the formation:	
	Status of other wells:	
<b><u>B</u></b>	<b>Well construction Details</b>	
	Total Depth:	3249.31m ( 5 ½” float collar) 3272.60m ( 5 ½” casing shoe )
	Casing Size:	5 ½”
	Depth Lowered:	
	Cement Rise:	
	Health:	OK
	X-mas tree Details:	
	Annulus valve - Size:	
	- Rating:	
	Tubing Valve – Size	
	- Rating	5000psi
	Companion Flanges/ Nipple Size etc:	
<b><u>C</u></b>	<b>Perforation Details Active</b>	(3074.0- 3077.0)m (3081.0-3093.0)m
	Pervious:	
	Tubing Size	2.7/8” OD EUE , N-80
	Depth Lowered:	3090m ( Tubing shoe)
	Packer Details:	NIL
<b><u>D</u></b>	<b>Formation Data</b>	
	Lithology:	
	Porosity:	
	Permeability:	
<b><u>E</u></b>	<b>Reservoir Studies</b>	
	Skin:	

<b><u>F</u></b>	<b>Injectivity Test Result:</b>	Present injectivity- 130klpd (approx.)
<b><u>G</u></b>	<b>Short Production History</b>	
	<b>Activation Details:</b>	
<b><u>H</u></b>	<b>History of pervious stimulation job, if any</b>	Last acid job in 2009. Injectivity improved to 150klpd
<b><u>I</u></b>	<b>Availability for acid/fluid flow back facility:</b>	<b>YES</b>
<b><u>J</u></b>	<b>Remarks/Client Special input/requirments:</b>	



**Information Docket  
on  
Tengakhat Field**

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## **Chapter I :Tengakhat Area in brief**

### **1. Introduction**

Tengakhat Oilfield is located in the central part of the basement high area around 20 km West of Duliajan and lies between the Dikom Oil field in the Northwest and Kathaloni Oilfield in the South. Tengakhat Oilfield comprises of Tengakhat structure. The main hydrocarbon bearing horizons are confined to the Paleocene/Lower Eocene sandstone reservoirs. The field was discovered in 1973 after successful drilling and completion of first well NHK263. However, commercial oil production from this field started from the Lakadong+Therria reservoirs from 1993 with the commencement of first phase of development drilling campaign. So far, a total of 59 wells have been drilled in the field. The current production from this field is around 290klpd of oil and 731 klpd of water with average GOR of around 154 SCUM/kls from 19 wells. The cumulative oil production from this field has been 8.8051MMSkls (39.59% of STOIP-2P) as on 30.09.2018. The major drive mechanism in Tengakhat Oilfield is edge water drive.



## 2. Reserves status

a) The oil reserves status of Tengakhat field as on 01.04.2018 is tabulated as below:-

SR. NO.	SAND	BLOCK	STOIIP		EUR		CUM. PRODN. AS ON 31.03.2018	RECOVERY FACTOR %( AS ON 31.03.2018		RESERVES( AS ON 1 APRIL 2018)	
			BE	HE	2P	3P		2P	3P	2P	3P
			MMSKL		MMSKL		MMSKL			MMSKL	
1	LK+TH II+III+IV	NHK263 Block	19.0952	20.8312	10.3114	11.2489	8.1228	42.54	38.99	2.189	3.126
2	LK+TH I	NHK512E Block	3.1429	4.9725	1.6343	2.5857	0.3338	10.62	6.71	1.301	2.252

b) The Associated Gas reserves status of Tengakhat field as per REC (OIL), as on 01.04.2018 is tabulated as below:

SR. NO.	SAND	BLOCK	STOIIP		EUR		CUM. PRODN. AS ON 31.03.2018	RECOVERY FACTOR %( AS ON 31.03.2018		RESERVES( AS ON 1 APRIL 2018)	
			BE	HE	2P	3P		2P	3P	BE	HE
			MMSCM		MMSCM		MMSCM			MMSCM	
1	LK+TH II+III+IV	NHK263 Block	8438.3971	9639.8818	4725.502	5398.334	3876.4784	45.9386	40.21	849.02	1521.9
2	LK+TH I	NHK512E Block	904.9296	1415.313	244.5155	387.2255	49.4405	5.46346	3.493	195.08	337.79

c) The Non Associated Gas reserves status of Tengakhat field as per REC (OIL), as on 01.04.2018 is tabulated as below

SR. NO.	SAND	BLOCK	STOIIP		EUR		CUM. PRODN. AS ON 31.03.2018	RECOVERY FACTOR % AS ON 31.03.2018		RESERVES( AS ON 1 APRIL 2018)	
			BE	HE	2P	3P		2P	3P	BE	HE
			MMSCM		MMSCM		MMSCM			MMSCM	
1	LK+TH	NHK321D SWP	164.9336	164.9336	32.9867	49.4801	0.0376	0.0228	0.023	32.949	49.442

### **3. General Geology**

Tengakhat structure is located in the Central part of the Basement High area. Tengakhat structure is separated from the Dikom-Sealkati structures in the north by a south heading E-W trending normal fault and from the Kathaloni structure in the south by a south to south east heading normal fault. The southern fault swerves to the north at the south-eastern edge of the structure and bounds the structure by an almost N-S trending fault. The Tengakhat field is located approximately 20 kilometres north-west of the Nahorkatiya field and covers an aggregate area of 7 square kilometres, comprising the Tengakhat and Rungoliting areas. The Tengakhat field is located on the fault bounded basement high and represents a prograding sequence of deltaic sands interbedded with shale/coal source beds. Tengakhat field was discovered in 1973 but commercial oil production from Eocene reservoirs began in 1992. A plateau oil production rate of 1650 –1750 m<sup>3</sup>/d was obtained during 2000-04 and afterwards, the oil production rate started declining at around 17% per annum.

### **4. Reservoir Characteristics**

The reservoirs in the Tengakhat Oilfield are confined mainly to the Lakadong+Therria Formation which consist predominantly of a sand-shale sedimentary sequence. The thickness of Lakadong+Therria section varies from 100 to 120 m. Based on the sand development pattern, vertical distribution, wireline log characteristics, pressure-production data and fluid content, the sands have been divided into three Sand Groups, viz. Sand Group-I, II+III+IV & V. Apart from these, some extra sands with limited extent which are not co-relatable have also been encountered in some of the wells.

The top-most Sand Group within the Lakadong+Therria Formation is known as Sand Group I. Sand Group-II+III+IV is developed below the Sand Group-I within Lakadong+Therria Formation. This Sand Group is persistent and comparatively thicker than the other Sand Groups and is the main producing sand in Tengakhat Oilfield. The Group is well developed throughout the area and thins out progressively / becomes more shaly towards the Rungoliting area. The lowermost Sand Group encountered in Tengakhat oilfield of Lakadong+Therria Formation is marked as Sand Group V. This Sand Group is mainly developed in some part of Tengakhat structure

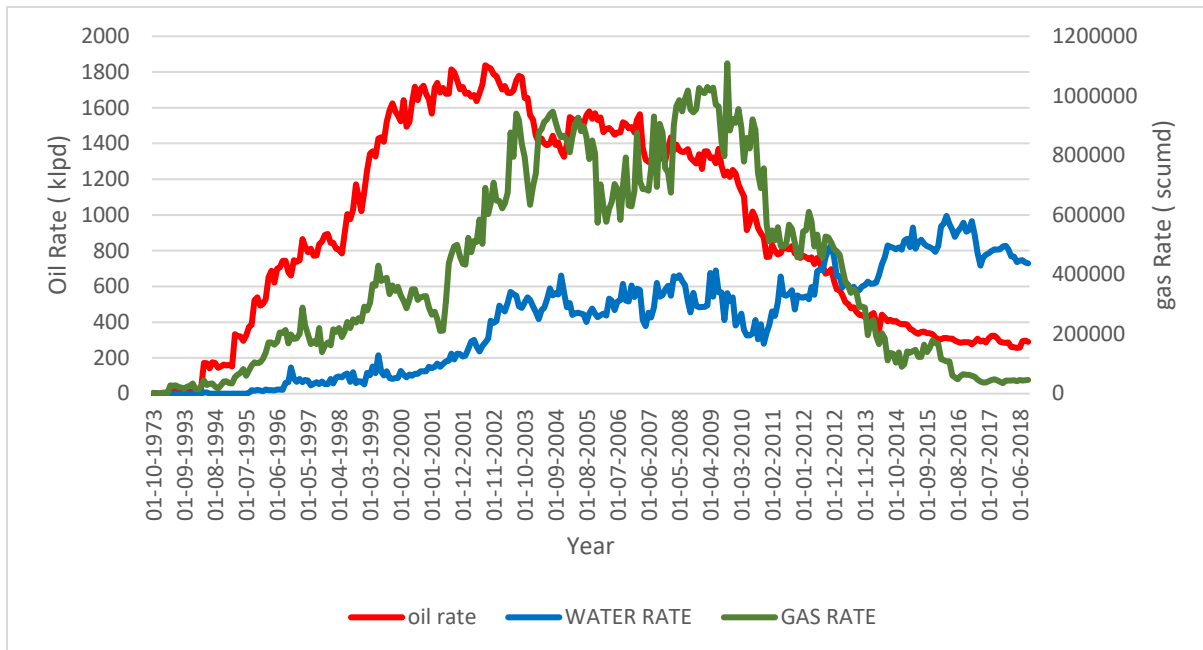
and is absent in Rungoliting area. From overall evidence and correlation with other

SAND	Avg. Thickness (m)	$\phi$ , %	k (md)	$S_o$ , %	$B_o$	$\rho_o$	API Gravity	Temp (deg.)	Initial Res. Pres, ksc	Current Res. Pres, Ksc.
LK+TH(I)	5-7	20	-	65	1.2	0.889	27-29	108-112	335.1	-
LK+TH II+III+IV	15-20	20	80-300	65	1.75	0.88	27-29	112-114	396.4	290-310

wells, the Group is generally high pour point (HPP) / heavy oil bearing. The two major reservoirs of Tengakhat Oilfield (NHK263 and NHK512E Block) are presently contributing 100% of Tengakhat Oilfield's total crude oil production. The Single Well Pools (SWP) in LK+TH Sands (Wells NHK484 and NHK321D) have negligible contributions. Another reservoir of Tengakhat Oilfield (NHK321 block) contains heavy/ high pour point oil, with no commercial oil production as of now. The sand-wise average reservoir properties are tabulated as below:-

## 5. Production Performance of Tengakhat field

The Tengakhat field is on production for more than 25 years. Through several phases of development, the field has reached the peak production of around 1837 klpd in the year 2002. After that, a gradual decline in production has been observed and currently the field is producing around 290 klpd oil and 0.046 MMSCMD gas. Formation water first appeared in the flow stream of NHK492 located to the South-Eastern part of the field, during August 1995 and subsequently the field water production rate increased to a peak level of 832 klpd by November, 2012. Water cut of the field remained more or less at around 10% till 2000. Most of the wells in South-Western side of the structure are contributing water to various extents due to aquifer influx in this direction. The production performance of Tengakhat since inception is depicted in the Text figure 1.



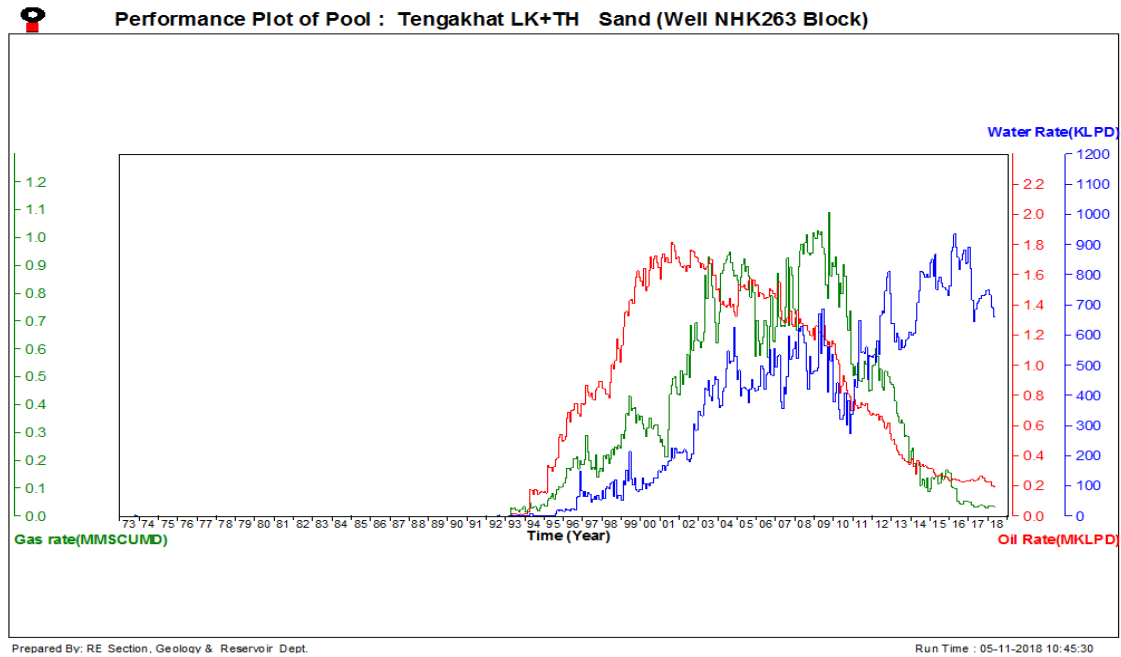
Text Figure1:- Production history of Tengakhat Oilfield

## 6. Pool-wise details and production performance

### a) Tengakhat LK+TH Sand (Well NHK263 Block)

The Pool performance plot of Tengakhat LK+TH Sand (Well NHK263 Block) is shown in Text Figure 2. Commercial oil production started from this reservoir in April, 1993 with the completion of NHK 321E. Oil production rate reached a peak level of around 1800 klpd by the year 2000. A plateau production period of almost 3 years was observed and thereafter oil production started to decline. The current oil production rate from this pool is around 225klpd (Sept.2018).

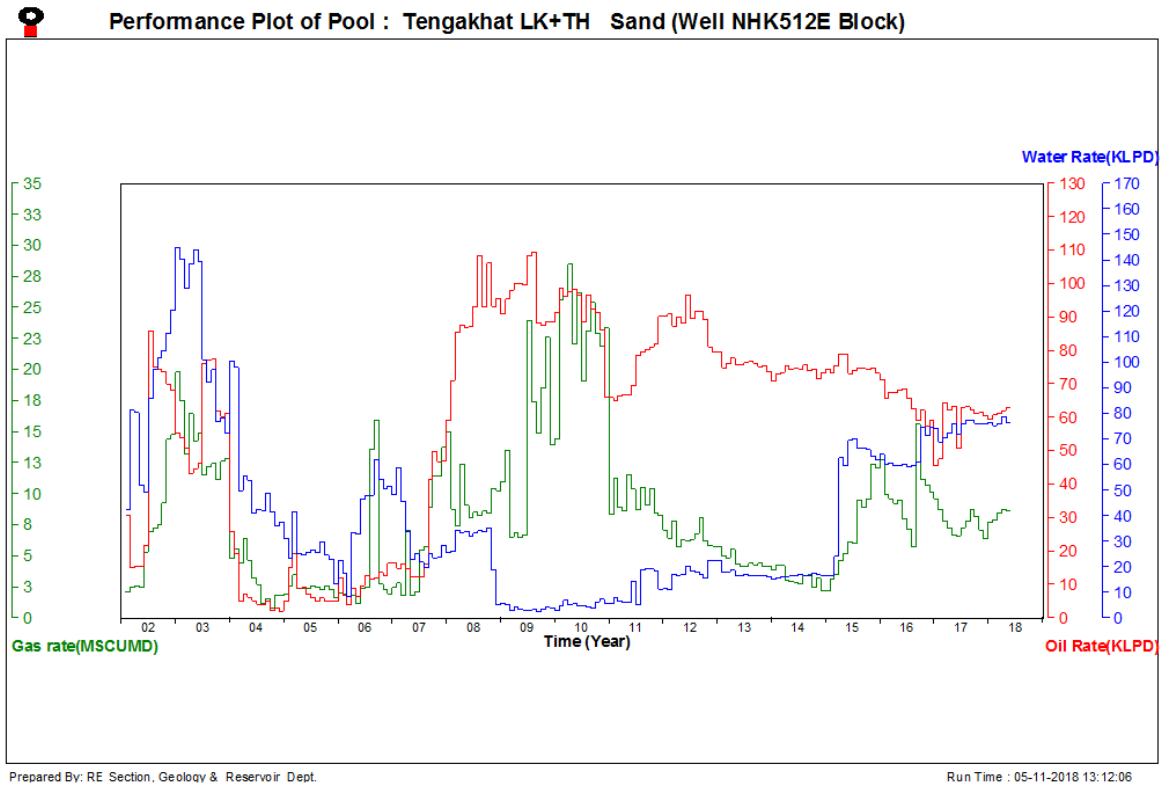
Water first appeared in the flow stream of well NHK492 in the South-Eastern part of the field, in August 1995. The average water cut of the reservoir was steady at around 10% till 2000 and started increasing gradually thereafter. Most of the wells in the South-Western part of the structure are contributing water to various extents due to aquifer influx in this direction. The current water cut of this reservoir is around 74%. Early trend of the GOR of the reservoir was close to solution GOR (200 SCUM/kl) and around steady trend till 2000. GOR has increased from 2001 onwards up to 938 SCUM/kl in January 2013 and started decreasing from February 2013. Present GOR of the reservoir is around 171 SCUM/kl.



Text Figure 2 :- Production history of NHK263 Block

#### b) Tengakhat LK+TH Sand (Well NHK512E Block)

Pressure-production behaviour of Tengakhat LK+TH Sand (NHK512E Block) Reservoir is shown in Text Figure 3 .Oil production from this Pool had commenced from February, 2002 with the completion of NHK 512E with initial oil production rate of 30 klpd. The current oil production rate from this reservoir is around 65 klpd (September, 2018).Water production in the reservoir was observed from beginning of the production history. The current level of water production from this reservoir is around 73 klpd (water cut 55% as on September, 2018). The GOR in the early years 2002-2007 shows a fluctuating trend. From 2011, GOR shows a declining trend and current gas-oil ratio of this reservoir is around 124 SCUM/kl (September, 2018).



Text Figure3 :- Production history of NHK512E Block

## 7. Well Status

The well status of Tengakhat as on 01.11.2018 is tabulated as below:-

Category	Well Number
Oil Producing	19
Sick Well	10
Temporary Abandoned	3
Permanent Abandoned	2
Other Shut in	9
Water Disposal Well	16
Total	59

## Field Area

The Tengakhat area has only one mining Lease i.e. Hugrijan M/L, which has been attached separately under Annexure I. The field map of Tengakhat area showing is attached at Annexure II.

## **Chapter-II : Details of surface facilities**

1. Total 2 installations are there in Tengakhat field.

- a) Tengakhat GCS
- b) Tengakhat OCS

Surface facilities details are placed at Annexure-III.

### **2. Gas Supply system with essential conditions**

- i. The Gas distribution network is shown under Annexure IV.
- ii. The Gas flow diagram is shown under Annexure-VI
- iii. Gas supply schematic is placed under Annexure-VII.
- iv. Gas produced in Tengakhat field is fed to Distribution Network for onward supply by GMS Department to OIL's customers and some part of the HP gas is lifted and used in Artery Network for Artificial Gas Lifting.
- v. Artery / Gas Lift network is shown in Annexure-VIII.
- vi. The Gas compressor details are shown in Annexure IX.
- vii. The existing measurement system for dispatching gas from Tengakhat OCS to the neighbouring Tengakhat GCS and gas distribution network is given below.

Sl. No.	Delivery Point	Measurement	Custody Transfer Point (CTP)/dispatch point)	APM commitment, MMSCMD
	Tengakhat OCS	As per SCADA system	To neighbouring Tengakhat GCS and distribution network	Not applicable

### **3. Oil supply System with essential conditions**

- I. There are 14 nos. of well presently on production under Tengakhat OCS mainly on gas lift valves. There are 2 wells (NHK516 and NHK521) is on production under Kathaloni OCS and 2 wells (NHK567 and NHK603) is on production under Hatiali EPS of tengakhat area.
- II. In case of HP wells, the fluid from High Pressure Self Flow well enters the HP manifold and passes through Indirect Heater (IH) to the GU-I (set pressure: 21 ksc). The wet crude from GU-I enters Three Phase Separator (TPS) (set pressure: 4.5 ksc). In TPS, a chemical called 'Oil Soluble Demulsifier' is



injected continuously. Then the wet crude is taken to the Emulsion Treater (ET) (Set Pressure: 3 KSC). In ET, the wet crude is heated up to around 60°C. In this process oil, gas and water all are separated from each other. Oil from the ET is then taken to the Stabilizer (Set pressure: 0.7 KSC) and from the stabilizer it goes to the crude oil storage tanks. The stored crude oil is dispatched to the nearby OIL's Intermittent Tank Farm (ITF) through a 06 (six) inch crude oil delivery line with the help of 2 nos. of reciprocating pumps. Water separated from the ET is dozed with de-oiler chemical and is collected in formation water storage tanks. Thereafter, it is disposed in the 06 (six) nos. of water disposal wells using centrifugal pumps.

- III. The fluid from Low Pressure Self / Gas Lift wells enters the LP (wet) manifold and passes through IH to the TPS (set pressure: 4.5 ksc). From the TPS it follows the same path as mentioned above.
- IV. Gas separated in GU-I goes to 250 psi High Pressure Master Separator (HPMS) and then it goes to distribution network. The gas liberated from the TPS and ET goes to the 30 psi Low Pressure Master Separator (LPMS) and then to Booster suction at nearby Tengakhat Gas compressor station (GCS). The excess gas, if any, is flared in the flare pit. Gas separated in the Stabilizer goes to the 10 psi LPMS from where it is flared in the flare pit.
- V. The existing measurement system for dispatching crude oil from Tengakhat OCS to the neighbouring ITF is given below.
- VI. The oil distribution network is shown in Annexure V.

Sl. No.	Installation	Purpose	Measurement System Details			Remarks
			Type	No.	Parameter measured with units	
1	Tengakhat OCS	Production measurement in tank	Radar tank gauge	1 in each tank	<ul style="list-style-type: none"> <li>• Tank Level in 'mm'</li> <li>• Volume in M<sup>3</sup>.</li> </ul>	Volume calculated as per radar gauge
2	Tengakhat OCS	Despatch to ITF	Mass flow meter	01	<ul style="list-style-type: none"> <li>• Volume in M<sup>3</sup>.</li> </ul>	Volume calculated as per mass flow meter

- VII. Power at Tengakhat OCS is supplied through 04 nos. of 500 KW gas engine driven Gensets. Operation and maintenance is done by OIL's Field Engineering department. The supplied power from the power house caters the requirement of all installations ( ITF, Tengakhat OCS, Tengakhat GCS and Tengakhat Pump Station)within the premises of Tengakhat Production Complex, Tengakhat

### **Chapter-III: List of In-house / Contractual services**

#### **I. Surface facilities**

##### **a. Production support services:**

Sl	Service Contract Description	Service Provider	Contract No	Mobilization Date	Expiry Date
1	Production Testing Services	M/s Techno Canada Inc	6206332	5/25/2015	5/24/2019
2	Hiring Services of ESP's	M/s Jaybee Energy Pvt Ltd.	6206331	2/19/2016	2/18/2019
3	Well Servicing Service Package - 1no	M/s Weafri	6108758	1/13/2015	1/12/2019
4	Slickline Services	M/s Techno Canada Inc	6206848	7/30/2015	7/29/2019
5	Matrix Acidization	M/s Assam Petroleum Limited.	6206430	2/23/2016	2/22/2020
6	Well Servicing Service Package - 1 no (NEW)	M/s Bvishal Oil & Energy Ltd	6207722	12/21/2016	12/20/2020
7	Well Servicing Service Package - 2 nos (NEW)	SCHLUMBER ASIA SERVICES LTD	6207756	13/12/2016 30/12/2016	12/12/2020 29/12/2020
8	Radial Drilling	M/s Radial Drilling Inc.	6208417. Expired.	12/8/2017	9/18/2018
9	Surface production Facility (On Nomination)	M/s Techno Canada Inc	6208574	2/6/2018	10/3/2018
10	4 nos of Surface production Facility	M/s Bvishal Oil & Energy Ltd	6111280	U#1 - 26/07/2018 U#2 - 10/08/2018 U#3 - 05/09/2018 U#4 - 01/09/2018	4 years from Mobilization
11	LFI dosing/pumping services	M/s Brahmaputra Commerce and Trade	6111242	3/6/2018	3/5/2021
12	Surface Production Testing Service (1 nos) - Framework	M/s Assam Petroleum Limited.	6112080		
13	Gravel pack in 7inch casing: 5 wells- Framework	M/s Jaybee Energy Pvt Ltd.	6112084		

14	Hiring the services of additional 2 nos of well servicing Service packages	M/s Jaybee Energy Pvt Limited and M/s National Oilwell Maintenance company	6112040 & 6112046		
15	Crude Oil Transportation Using 12 KL and 20 KL bowsers	Various Contractors			
16	Crude Oil Tank Construction ( Capacity Augmentation)	M/s Deepak Construction			

b. Equipment Details:

LOCATION	EQUIPMENT	UNIT NO.	Main Sub - equipment	MAKE	RATING/ CAPACITY
Tengakhat OCS	CODP	1	ENGINE	Cummins	157 BHP at 1500 RPM
			PUMP	BPCL	60 KL/HR at 70 Kg/cm2
		2	ENGINE	Caterpillar	145 BHP at 1500 RPM
			PUMP	BPCL	25 KL/HR at 75 Kg/cm2

## II. Cementing units

Sl No	Registration	Make/Description	Year Of Commissioning
	<b>CEMENTING UNIT</b>		
1	AS 06 3146 (OIL 3502)	M/s BJ HUGHES	22-3-1990
2	AS 06 7780(OIL 3505)	M/s NOWSCO	2-12-1992
	<b>MOBILE SILO (OIL)</b>		
1	AS 06 E 5123 (OIL 3510)		17-05-2005
2	AS 06 3148 OIL 3503)		
3	AS 06 3147 (OIL 3147)		
	<b>BATCH MIXTURE</b>		
1	KERUI, 100 bbl	M/S KERUI	2018
	<b>PRE MIX SYSTEM</b>		
1	MECHEM, 100 bbl	M/s MECHEM	2018

MOBILE TRANSPORT SILO (CONTRACT)			
1	AS 23CC 3211	M/s Purbanchal	2017
2	AS 23CC 3212	M/s Purbanchal	2017
3	AS 23CC 3321	M/s Purbanchal	2017

### III. Workover Rigs

SINo	Name of Rigs	Hired/Own Present capacity	Date of commissioning or Hiring	Present capacity	Remarks
1	RG-600, RG-A	Own	10..09.2008.	600HP, 150TON	NDT completion date-01.12.2017
2	RG-600, RG-B	Own	10.09.2008	600HP, 150TON	NDT completion date-08.02.2018
3	RG-600, RG-C	Own	10.09.2008	600HP, 150TON	NDT completion date-26.11.2017
4	RG-600, RG-D	Own	10..09..2008	600HP, 150TON	NDT completion date-10.12.2017
5	RG-600, RG-E	Own	19.12..2008.	600HP, 150TON	NDT completion date-23.09.2015
6	MR-6000, DM1	Own	19-1.2017	600HP, 125 TON	Under operation
7	MR-6000, DM2	Own	28..11.2016	600HP, 125 TON	Under operation

8	MR-6000,DM3	Own	10.2..2017.	600HP,125 TON	Under operation
9	MR-5000,DM4	Own	16.06.2017	500HP,100 TON	Under operation
10	M1-750HP	Own	08.04.2015	750HP 180 TON	NDT completion date-06.05.2018
11	BHEL-A	Own	16.05.1987	450HP 110TON	NDT completion date-14.12.2017
12	BHEL-C	Own	31.03.1989	450HP 110 TON	NDT completion date-20.12.2017 operation
13	CH1, M/s Kakoti Engineering	C/H	16.09.2015	650HP,160TON	Running under operation
14	CH2, M/s Kakoti Engineering	C/H	22.01.2016	650HP,160TON	Running under operation
15	CH3, M/S DEEP INDUSTRIES LIMITED	C/H	01.04.2015	550HP,135 TON	Running under operation
16	CH4, M/S DEEP INDUSTRIES LIMITED	C/H	16.04.2015	550HP135 TON	Running under operation
17	CH5, M/s Udipta Energy	C/H	12.08.201	550HP, 135 TON	Running under operation
18	CH6, M/s Udipta Energy	C/H	27.08.2016	550HP, 135 TON	Running under operation
19	CH7,M/s GTC Oil Field	C/H	27.10.2015	550HP, 135 TON	Running under operation
20	CH8,M/s GTC Oil Field	C/H	28.10.2015	550HP, 135 TON	Running under operation

21	CH9,M/s John Energy	C/H	03.12.2016	550HP, 135 TON	Running under operation
22	CH10,M/s John Energy	C/H	10.01.2017	550HP, 135 TON	Running under operation
23	CH11,M/s Jaybee Energy	C/H	05.12.2016	550HP, 135 TON	Running under operation
24	CH12,M/s Jaybee Energy	C/H	22.12.201	750HP,180TON	Running under operation

#### IV. Drilling Services

SINo	Rig	Capacity of Rig	Status of Rig
1	E-1400 HP-S1	1400 HP RIG, 1000 KPS	Refurbished on-13.07.2008
2	E-1400-S2	1400 HP RIG,1000kps	Refurbished on-25.02.2011
3	E-1400-S3	1400 HP RIG,770kps	Refurbished on-25.08.2009
4	E-1400-S4	1400 HP RIG,770	Commissioned on 15.05.1986 Refurbished D/wks on 24.01.2009(M& SS yet to be refurbished)
5	E-1400-S5	1400 HP RIG,1000kps	Refurbished on-08.07.2018
6	E-1400-S6	1400 HP RIG,1000kps	Refurbished on-00000.2018



7	E-2000-S7	2000 HP,1000 KPS	Refurbished on -28.11.2014
8	E-3000-S8	3000HP,1500 KPS	Refurbished on 07.11.2013
9	E-2000VFD-1	2000HP,1000KPS	Commissioned on-28.08.2016
10	E-2000 VFD-2	2000HP,1000KPS	Commissioned on-23.08.2016
11	DRILLMEC-5	MR-6000,DM5	Commissioned on-22.05.2017
12	CH2, M/S SIMPLEX INFRASTRUCTURES LIMITED	1400 HP	Hiring from- 26.05.2015
13	CH3,M/S JAYBEE ENERGY PVT. LTD.	1400 HP	Hiring from-14.06.2017
14	CH4, M/S SIMPLEX INFRASTRUCTURES LIMITED	1400 HP	Hiring from-04.12.2015
15	CH5,M/S QUIPPO OIL AND GAS INFRASTRUCTURE LTD.	1400 HP	Hiring from- 08.02.2016
16	CH6, M/S QUIPPO OIL AND GAS INFRASTRUCTURE LTD.	2000 HP	Hiring from- 28.04.2016
17	HIRING SERVICES FOR SDMM & RSS,M/S HALLIBURTON OFFSHORE SERVICES INC	3 SETS	Hiring from- 27.01.2018
18	Cementing services,SCHLUMBERGER ASIA SERVICES	Short term service	Hiring from-10.12.2018
19	HIRING SERVICES FOR SDMM+RSS+JAR, JINDAL DRILLING & INDUSTRIES LTD.	4 SETS	Hiring from- 06.07.2018

**V. Logging Services available at FHQ**

**Departmental Units:**

<b>S.NO</b>	<b>Departmental Open Hole Services</b>
1	Logging Unit- Onshore, make <b>LOGIQ – HALLIBURTON, OIL5513</b>
2	Gamma Ray Spectrometry - CSNG
3	Natural Gamma Ray
4	Deep And Medium Focused Resistivity Laterolog with Micro Resistivity (DLL-MSFL)
5	Dipole Shear Wave Sonic Logging - WSTT
6	NEUTRON/DENSITY LOGGING, DSNT-I/SDLT-I
7	Extended Range Micro Resistivity IMAGING - XRMI
8	Side Wall Core
9	Downhole Tension
11	Borehole Deviation Survey
12	Cable Guided Fishing to Catch Logging Tools
13	Cement Bond Evaluation- 3' & 5'

<b>S.NO</b>	<b>Departmental Open Hole Services</b>
1	Logging Unit- Onshore, make <b>LOGIQ – HALLIBURTON, OIL5517</b>
2	Gamma Ray Spectrometry - CSNG

3	Natural Gamma Ray
4	High Resolution Array Induction Imager - ACRT
5	Deep And Medium Focused Resistivity Laterolog with Micro Resistivity (DLL-MSFL)
6	Borehole Compensated Acoustic Logging - BSAT
7	Dipole Shear Wave Sonic Logging - WSTT
8	NEUTRON/DENSITY LOGGING, DSNT-I/SDLT-I
9	Extended Range Micro Resistivity IMAGING - XRMI
10	Side Wall Core
11	Downhole Tension
12	Cement Bond Evaluation- 3' & 5'
13	Borehole Deviation Survey
14	Cable Guided Fishing to Catch Logging Tools
15	Circumferential Acoustic Scanning Imager – CAST logging(cement evaluation/pipe inspection)

S.NO	Departmental Cased Hole Unit Services
1	Logging Unit- Onshore, make <b>Warrior-Artex, OIL5515</b>

2	1 11/16" Gamma Ray-CCL, Cased Hole Neutron
3	CBL-VDL-GR-CCL
4	Production Logging Services
5	Bridge Plug setting
6	<u>Explosives Cutters for pipe recovery:</u> Tubing Cutter for 2-7/8" Sizes Casing/ Drill Pipe Cutter for 5" / 5-1/2" / 7" / 9-5/8" Sizes Split Shot Cutter for 2" to 9" Sizes Drill Collar Severing Service for 3-1/2" to 11" drill pipe/drill collar
7	Tubing Puncture for 2-7/8" Sizes
8	4" Big Hole Perforation for Cement Squeeze Service
9	Free Point/String Shot/backoff
10	TTP – 1-11/16" & 2-1/8"
11	5K psi Wellhead Pressure Control system
12	4" HSC Perforation-Conventional
13	Multi Finger Imaging for Pipe inspection - MIT
14	Magnetic Thickness Tool for Pipe Inspection - MTT
15	SHOOTING GAMMA RAY services – 1-11/16" & 3-3/8"
16	Depth Determination by Dummy/GR/CCL/Junk Basket
17	Through Casing cement dump bailer
18	Cased Hole Fishing Gears

19	Retainer Packer setting
----	-------------------------

S.NO	Departmental Cased Hole Unit Services
1	Logging Unit- Onshore, make <b>Warrior-Artex, OIL5516</b>
2	1 11/16"Gamma Ray-CCL, Cased Hole Neutron
3	CBL-VDL-GR-CCL
4	Production Logging Services
5	Bridge Plug setting
6	<u>Explosives Cutters for pipe recovery:</u> Tubing Cutter for 2-7/8" Sizes Casing/ Drill Pipe Cutter for 5" / 5-1/2" / 7" / 9-5/8" Sizes Split Shot Cutter for 2" to 9" Sizes Drill Collar Severing Service for 3-1/2" to 11" drill pipe/drill collar
7	Tubing Puncture for 2-7/8" Sizes
8	Big Hole Perforation for Cement Squeeze Service
9	Free Point/String Shot/backoff
10	TTP – 1-11/16" & 2-1/8"
11	5K psi Wellhead Pressure Control system
12	4" HSC Perforation-Conventional
13	Multi Finger Imaging for Pipe inspection - MIT
14	Magnetic Thickness Tool for Pipe Inspection - MTT

15	SHOOTING GAMMA RAY services – 1-11/16" & 3-3/8"
16	Depth Determination by Dummy/GR/CCL/Junk Basket
17	Through Casing cement dump bailer
18	Cased Hole Fishing Gears
19	Retainer Packer setting

S.NO	Departmental Cased Hole Unit Services
1	Logging Unit- Onshore, make <b>Warrior-Halliburton, OIL5518</b>
2	1 11/16"Gamma Ray-CCL, Cased Hole Neutron
3	CBL-VDL-GR-CCL
4	Production Logging Services
5	Bridge Plug setting
6	<u>Explosives Cutters for pipe recovery:</u> Tubing Cutter for 2-7/8" Sizes Casing/ Drill Pipe Cutter for 5" / 5-1/2" / 7" / 9-5/8" Sizes Split Shot Cutter for 2" to 9" Sizes Drill Collar Severing Service for 3-1/2" to 11" drill pipe/drill collar
7	Tubing Puncture for 2-7/8" Sizes
8	Big Hole Perforation for Cement Squeeze Service
9	Free Point/String Shot/backoff
10	TTP – 1-11/16" & 2-1/8"

11	10K psi Wellhead Pressure Control system
12	4" HSC Perforation-Conventional
13	Multi Finger Imaging for Pipe inspection - MIT
14	Magnetic Thickness Tool for Pipe Inspection - MTT
15	SHOOTING GAMMA RAY services – 1-11/16" & 3-3/8"
16	Depth Determination by Dummy/GR/CCL/Junk Basket
17	Through Casing cement dump bailer
18	Cased Hole Fishing Gears
19	Retainer Packer setting

<b>S.NO</b>	<b>Departmental Mast Unit Services</b>
1	Mast Unit- Onshore, make <b>Peterbuilt PB335, OIL3701</b> for rig-less wireline operation

### **Contractual Services**

#### **i) Schlumberger Asia Services Limited:**

<b>S.No</b>	<b>SASL WireLine Services (Contract Validity 12.06.2018-11.06.2022)</b>
1	Logging Unit- Onshore – 01 no.
2	Natural Gamma/Gamma Ray Spectrometry
3	Deep And Medium Focused Resistivity-Micro Resistivity

4	Dipole Shear Sonic Imager
5	Dual Spaced Neutron-Formation Density -Porosity
6	Full Bore Resistivity Imager
7	Elemental Concentration Log
8	Nuclear Magnetic Resonance Log
9	Dynamic Formation Tester(Modular)
10	Borehole Deviation Survey
11	Quick Formation Pressure Tester
12	Side Wall Core
13	Pipe Conveyed Logging services
14	High Resolution Laterolog service
15	Compact density/porosity/Gamma (PEX) service
16	Downhole Tension survey
17	Cement Bond Evaluation
18	Borehole compensated sonic
19	Cement evaluation and Pipe inspection
20	Triaxial Borehole seismic for VSP
21	Depth Determination by Dummy/GR/CCL/Junk Basket
22	Through Tubing Reservoir Monitoring survey with water flow measurement
23	Free Point Indicator /Backoff
24	Well Head Pressure Control Equipment



25	Through Tubing Bridge Plug
26	Through Tubing cement dump bailer
27	Production Logging services
28	Through Tubing slim cement bond evaluation service
29	Multi Finger Imaging for Pipe inspection - MIT
30	Plug & Packer Setting
31	Flow Scan Imager services
32	Through Tubing Reservoir Monitoring survey- 3 detectors or more
33	Jet Cutter for 2-7/8" / 5-1/2" / 9-5/8" pipe Sizes Colloidal/Severing Service for 2-7/8" / 4-1/2"/5" /6-1/2"/8" drill pipe/drill collar
34	Tubing Puncture for 2-7/8" to 5-1/2" Sizes pipes
35	TTP – zero phase and spiral
36	Tubing Conveyed Perforation services
37	Casing Gun perforation-3-1/2" / 3-3/8" / 4-1/2" /4-5/8"
38	Customer Instrument Service
39	Depth Determination by Dummy/GR/CCL/Junk Basket

**ii) Baker Hughes Singapore PTE:**

<b>S.NO</b>	<b>Baker Hughes Services (Contract Validity 16.06.2018-15.06.2022)</b>
1	Logging Unit- Onshore – 02 nos.
2	Natural Gamma/Gamma Ray Spectrometry
3	Deep And Medium Focused Resistivity-Micro Resistivity
4	Dipole Shear Sonic Imager
5	Dual Spaced Neutron-Formation Density -Porosity
6	Full Bore Resistivity Imager
7	Elemental Concentration Log
8	Nuclear Magnetic Resonance Log
9	Dynamic Formation Tester(Modular)
10	Borehole Deviation Survey
11	Quick Formation Pressure Tester
12	Side Wall Core
13	Pipe Conveyed Logging services
14	High Resolution Laterolog service
15	Compact density/porosity/Gamma (PEX) service
16	Downhole Tension survey
17	Cement Bond Evaluation
18	Borehole compensated sonic
19	Cement evaluation and Pipe inspection

20	Triaxial Borehole seismic for VSP
21	Depth Determination by Dummy/GR/CCL/Junk Basket
22	Through Tubing Reservoir Monitoring survey with water flow measurement
23	Free Point Indicator /Backoff
24	Well Head Pressure Control Equipment
25	Through Tubing Bridge Plug
26	Through Tubing cement dump bailer
27	Production Logging services
28	Through Tubing slim cement bond evaluation service
29	Multi Finger Imaging for Pipe inspection - MIT
30	Plug & Packer Setting
31	Flow Scan Imager services
32	Through Tubing Reservoir Monitoring survey- 3 detectors or more
33	Jet Cutter for 2-7/8" / 5-1/2" / 9-5/8" pipe Sizes Colloidal/Severing Service for 2-7/8" / 4-1/2"/5" /6-1/2"/8" drill pipe/drill collar
34	Tubing Puncture for 2-7/8" to 5-1/2" Sizes pipes
35	TTP – zero phase and spiral
36	Tubing Conveyed Perforation services
37	Casing Gun perforation-3-1/2" / 3-3/8" / 4-1/2" /4-5/8"
38	Customer Instrument Service
39	Depth Determination by Dummy/GR/CCL/Junk Basket

### Log Data Processing Facility

#### In-house:

HARDWARE	QTY	OS	SOFTWARE
PC based HPZ840, FRS for Open Hole Log interpretation	1	Windows	FRS-Insite based: 1. Acoustic Studio 2. Borehole imaging studio 3. FAME 4. FAST-CACE (casing evaluation) 5. FAST-ACE (cement evaluation) 6. SASHA, LARA, CORAL
PC Based IPC4230 for pipe inspection	1	Windows	WIPER AND WIVA (MIT/MTT)
PC Based HP LP2065 for Open Hole Log interpretation	1	Windows	ULTRA, WAVESONIC & Wx FORECAST

			(Borehole Imaging)
PC Based for production log interpretation	1	Windows	EMERAUDE KAPPA for PLT
IterralitecolorLog plotter	2		Plotter

**Contractual: Schlumberger**

service	QTY
Basic Log Interpretation	1
Dipole Shear Sonic Imager (Borehole stability analysis, geo-mechanical modeling, sand ingression analysis)	1

**Contractual: Baker Hughes**

service	QTY
Basic Log Interpretation	1
Dipole Shear Sonic Imager (Borehole stability analysis, geo-mechanical modeling, sand ingression analysis)	1

**Details of surface facilities****GCS Tengakhat:**

- Commissioned in the year April, 2014.
- DGMS Permission No: GHY.R/OGM/P-03(2013)/GUWAHATI dated 24<sup>th</sup> April 2014
- Gas Handling Capacity: 80,000 m<sup>3</sup>/d (HP/ Distribution gas), 1,40,000 m<sup>3</sup>/d (LP gas)
- No of LPB Compressors: 02 Nos. (Provided in Annexure V)
  - 2 x 70000 m<sup>3</sup>/d
- No of GL Compressors: 01 Nos. (Provided in Annexure V)
  - 1 X 80,000 m<sup>3</sup>/d
- No of Separators:
  - 30 psi: 1no (Vertical, Two phase Separators)
  - 250 psi: 1 no (Vertical, Two phase Separators)
- Instrument Air Compressor: 02 nos

**TENGA KHAT OCS**

Tengakhat OCS is a vital installation under Central Asset, Oil India limited, Duliajan. The installation is located at a distance of 27 km from Duliajan. Tengakhat OCS was commissioned on 25.03.2003 against DGMS Approval No: S2/AS/OIL/Perm-5(04)/1268 dated 01.07.2004.

- Commissioned on 25.03.2003. DGMS Permission No: S2/AS/OIL/Perm-5(04)/1268 dated. 01.07.2004
- CRUDE OIL HANDLING CAPACITY: 1800 KLS / DAY
- GAS HANDLING CAPACITY: 1.2 MSCUM / DAY
- FORMATION WATER HANDLING CAPACITY: 600 KLPD
- FORMATION WATER DISPOSAL WELLS: 06 NOS.
- CRUDE OIL STORAGE TANKS: 04 NOS (3 nos. of 795 KL Capacity, 01 no. of 160 kl capacity. Out of this, 02 nos. of 795 Kls tank are in operation while 01 no. of 795 kl tank and 01 no. of 160 KL tank are out of operation due to leakage).
- FORMATION WATER STORAGE TANKS: 04 NOS. (Capacity: 160 KL each)
- Skimming oil tank: 01 of 40 kls capacity (out of operation)
- Skimming oil tank: 01 of 16 kls capacity (in operation)
- FIRE FIGHTING SYSTEM: HYDRANT SOURCE AND FIRE PUMPS CONNECTED TO ITF (RUNS ON AUTO MODE)
- OFFICE OF INSTALLATION MANAGER / STAFF: 01 NO (consists of 05 nos. of room, 02 toilets, 01 kitchen and 01 dining hall).
- RTU BUILDING: 02 Rooms with attached toilet
- POL godown: 01 no.
- Shift crew rest room: 01 no.
- GODOWN: TWO (02) ROOMS WITH TOILET
- GENERAL SHIFT CREW ROOM WITH ATTACHED GODOWN: 01 NO.
- Water pump shed (under Field Engineering department): 01 no.
- Civil godown: 01 no. (under Civil engineering department)
- Security Check Post: 01 no.

**Fired Vessels:**

- EMULSION TREATER (ET) : 2 NOS. (both in operation)
- INDIRECT BATH HEATERS : 7 NOS. (6 + 1 i.e. test well), 03 no. in operation; 04 nos. not in operation)

**Unfired vessels:**

- GU-I : 3 NOS. (01 no in operation; 02 no as Stand-by)
- GU-II : 2 NOS. (both are kept stand-by and not in operation)
- GU-III : 1 NO. (Stand By, not in operation)
- HPMS : 3 NOS. (all in operation)
- LPMS : 2 NOS. (both in operation)
- STABILIZER : 2 NOS. (both in operation)
- TEST UNIT : 2 NOS. (both in operation)
- THREE PHASE SEPARATORS(TPS) : 3 NOS (02 nos. in operation, 01 no. not in operation)
- LPMS (STABILIZER) : 1 NO. (in operation)
- SERVO SCRUBBER : 1 NO. (in operation)

**Equipment:**

- Crude oil dispatch pumps : 02 nos. (60 m<sup>3</sup> /hr& 25m<sup>3</sup> / hr)
- Sump Pump / Circulating Pump : 03 nos. (23 m<sup>3</sup>/hr) (02 nos in operation & 01 no out of operation)
- OSD Dosing Pump (pneumatic type) : 03 nos. (1 no. out of Operation, 02 nos in operation)
- Deoiler Dosing Pump : 02 nos. (01 no. out of Operation, 01 no in operation)



- Formation Water Disposal Pump (FWDP): 05 nos. (04 in operation & 01 no. in the process of commissioning); 25 m3/hr
- Booster Pump : 02 nos (out of operation); 150 m3 / hr& 45 m3 / hr
- Crude Oil Measurement System: Radar gauge system for tank dip measurement & mass flow meter for dispatch to ITF.
- Primary source of Power : 04 nos. of 500 KW each GED Gensets
- Water Lifting Pumps : 02 nos (in operation); submersible type

#### Details of Oil measurement inTengakhat Area

As on 21.11.2018

Sl. N o.	Installation	Processing/ Non Processing	Oil Receipt Meter (Yes/ No)	Oil Despatch Meter (Yes/ No)	Crude Production			Inventory Measurement System		Storage		Tanker Receipt (M3/Day)	SCADA-PRA Integration Status
					Liquid (m3/d)	W/C (%)	Oil (m3/d)	Volume (Dip/ radar gauge)	WC (Spot / TMB)	No of Tanks	Capacity (m3) Total		

1	Tengakhat OCS	Processing	No	No	688	79%	144	Radar gauge	Spot & Chemical lab	2	1590	NA	NA
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#### Details of Gas Measurement inTengakhat Area

As on 21.11.2018

SI No	Installation	Sales Gas Meter (Yes/ No)	Flare Meter (Yes/ No)	Internal use Meter (Yes/ No)	Make up Gas Meter (Yes/No)	Internal Use (SCMD)		Make up Gas for Gas Lift (SCMD)	Flare Qty. (SCMD)	Remarks
						Contribution to Grid	Consumption for Installation			
1	Tengakhat OCS	No	No	No	No	60,000	10,000	NA	2000	Consumption to Grid: LP Gas supplied to GCS + HP distribution network.

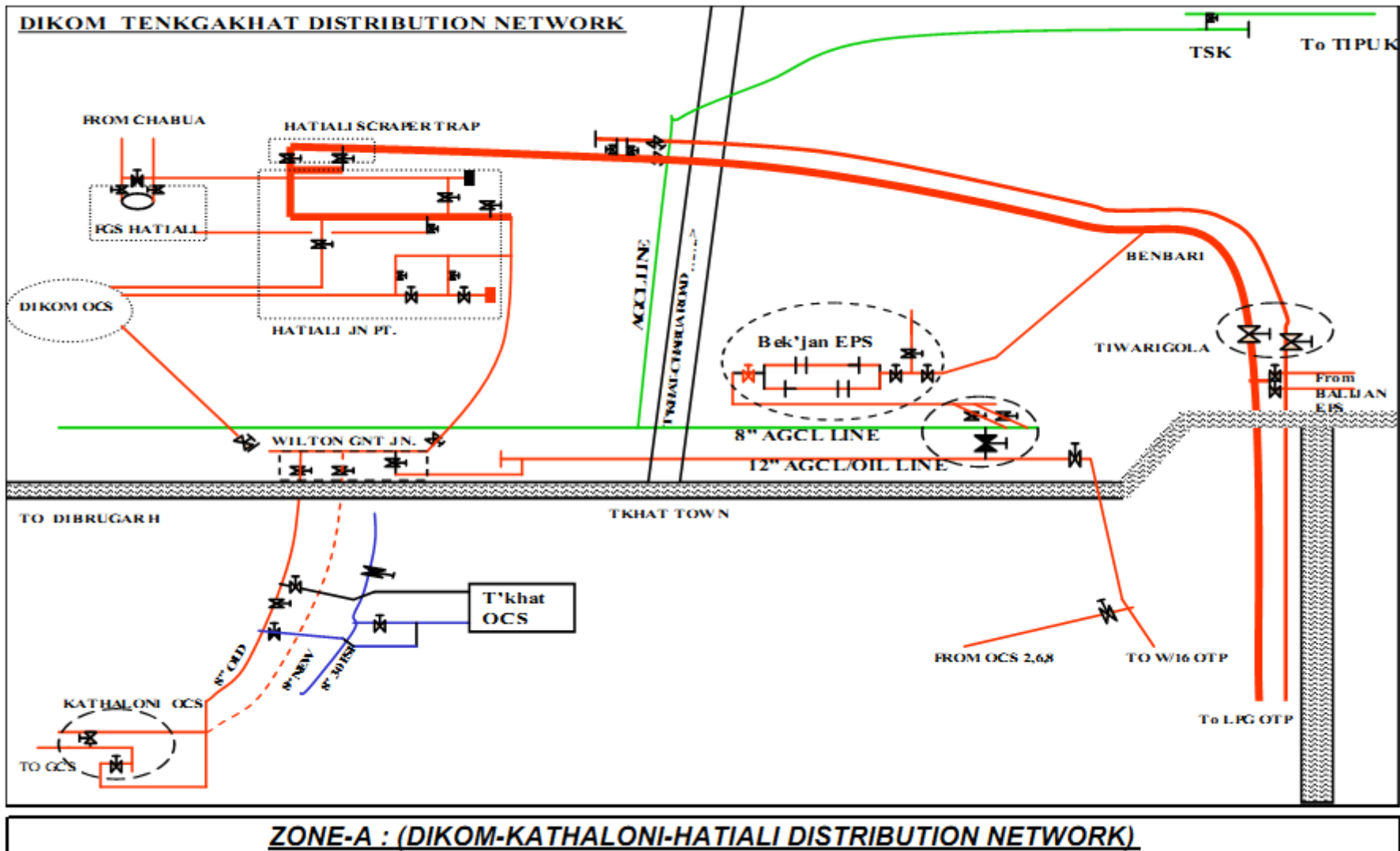
#### Details of water supply system in Tengakhat Area

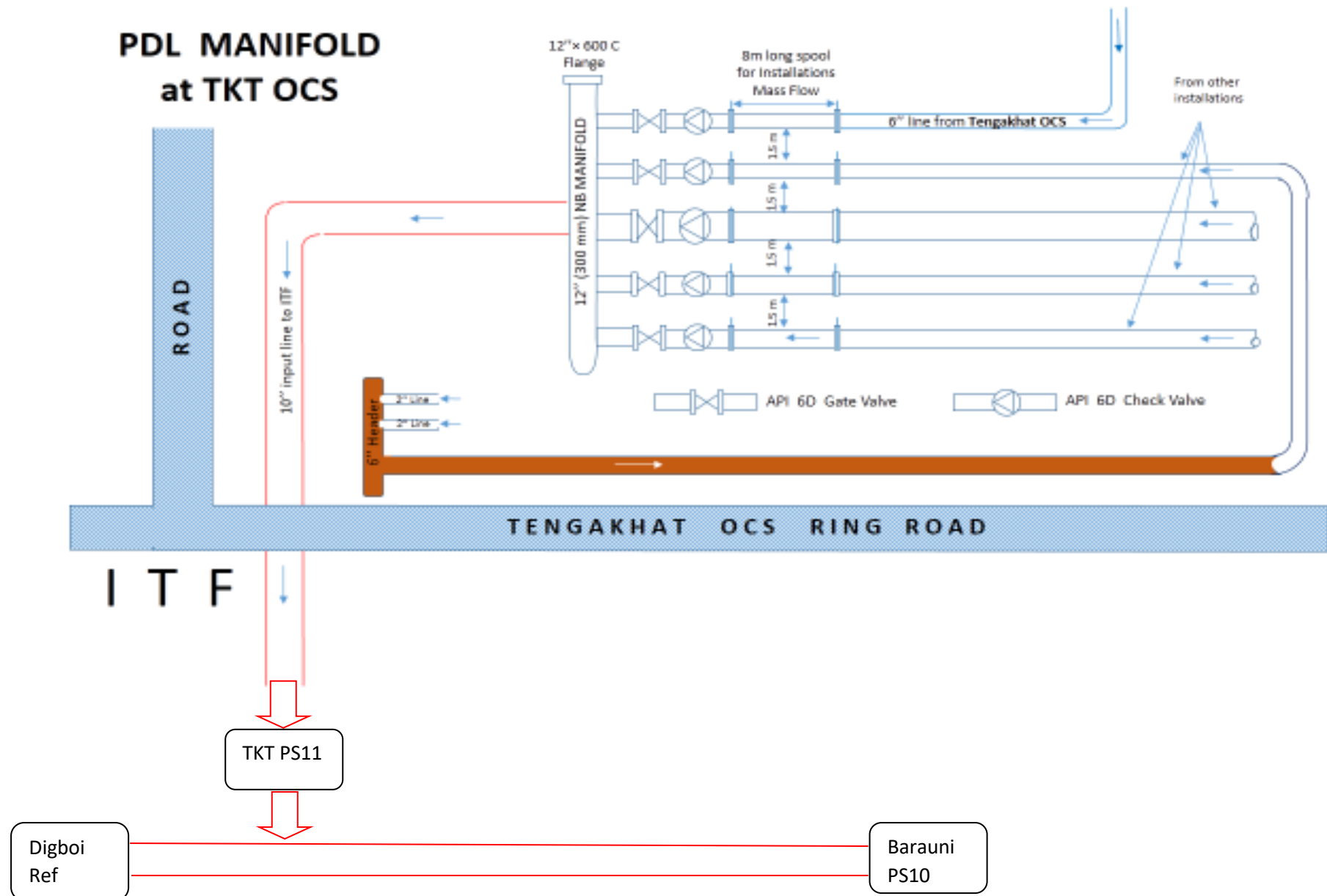
1. Steel Over Head Tank - 1 NO (45KL)
2. 5 HP STW - 3 NOS Boring
  - Boring Size - 8" x 4"
  - Depth - 72'
  - Capacity - 20 KLPH
  - 1 No Standby Boring having the same specifications.
3. Air Compressor - 2 NOS
  - Prime Mover: Induction motor of 5HP

- Maximum working pressure - 175 kg/cm<sup>2</sup>
  - Capacity - 225 LPH
4. IR Filter - 2 NOS (45KL)

# Gas Distribution network of Tengakhat area

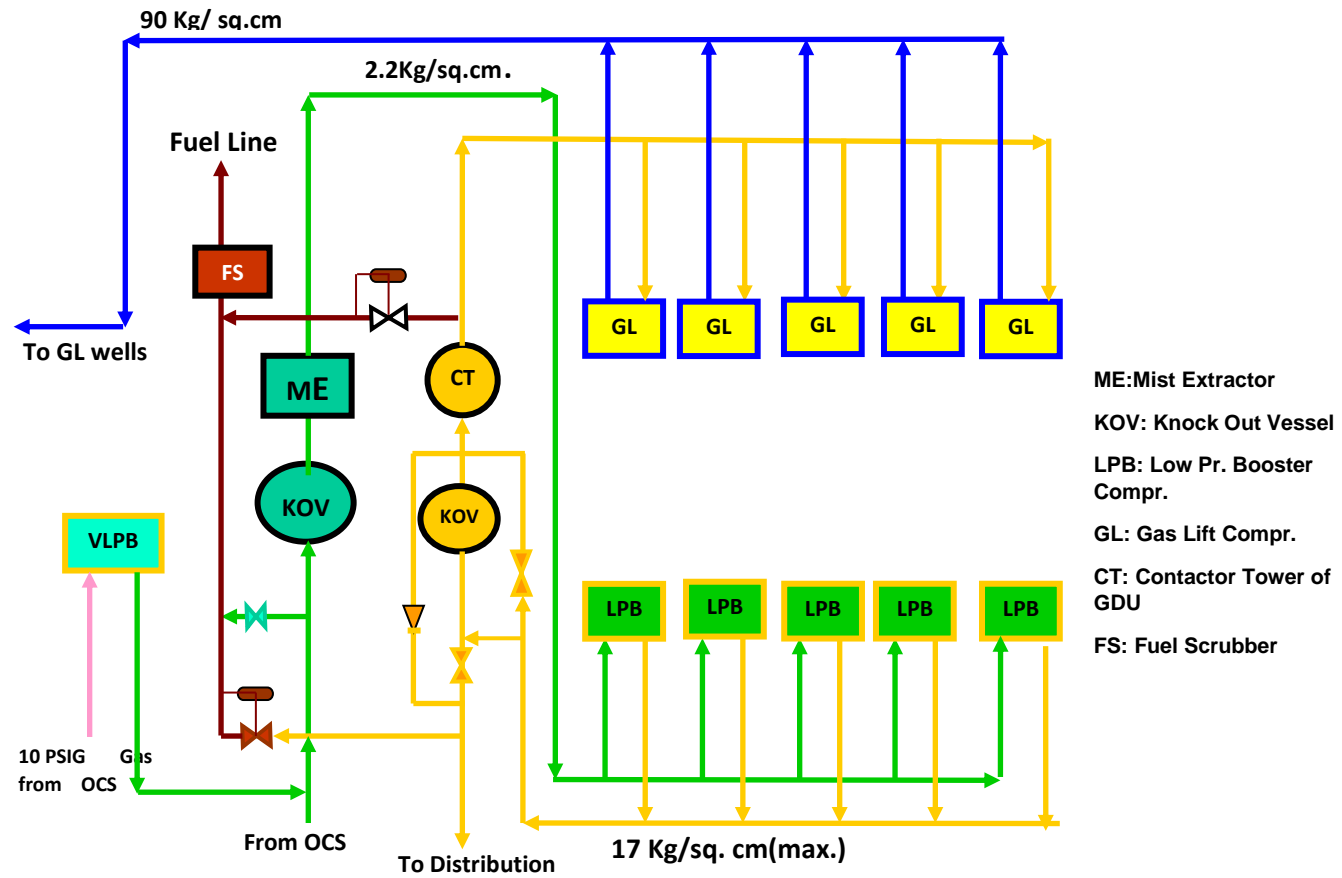
Annexure-IV





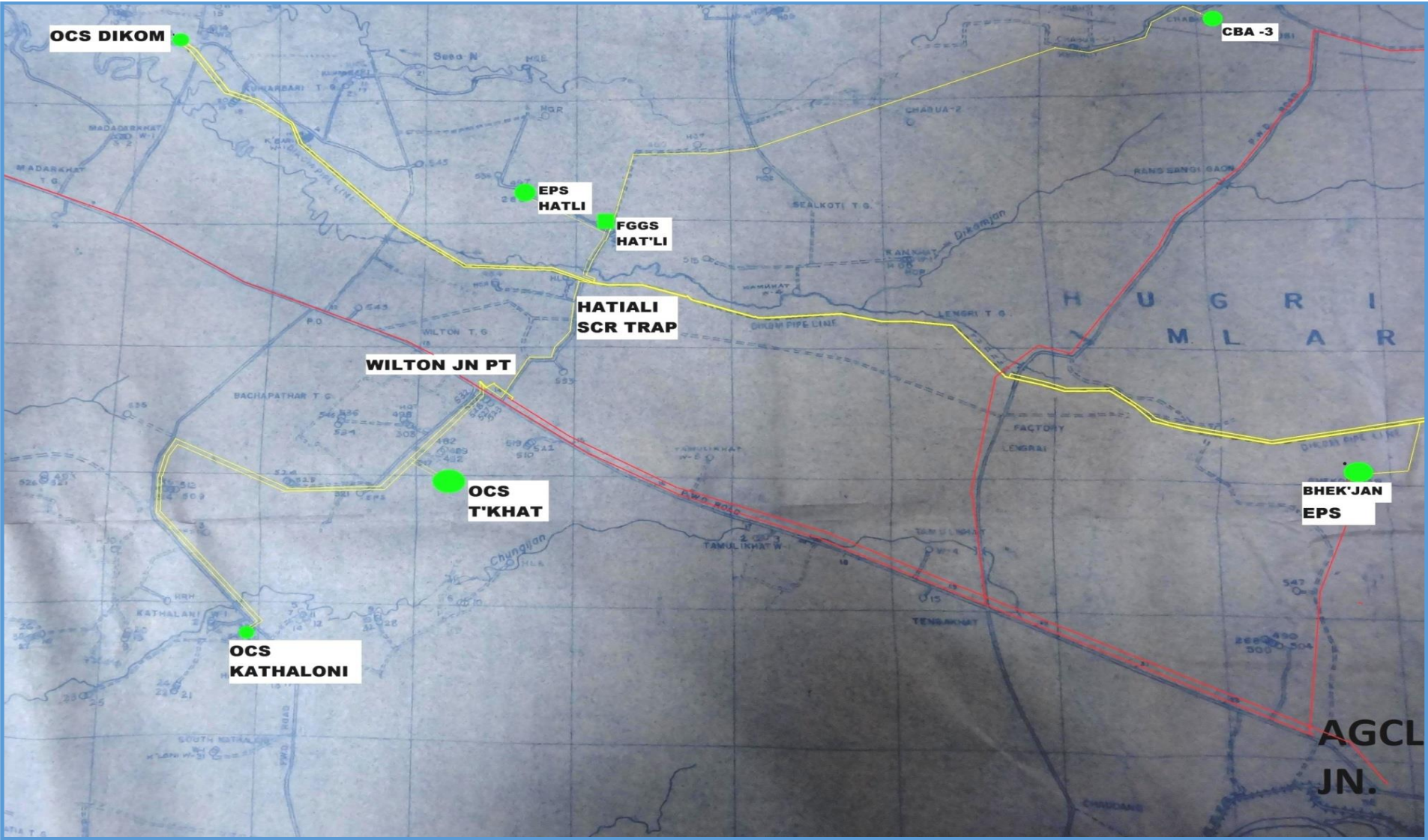
## GAS FLOW DIAGRAM

Annexure VI

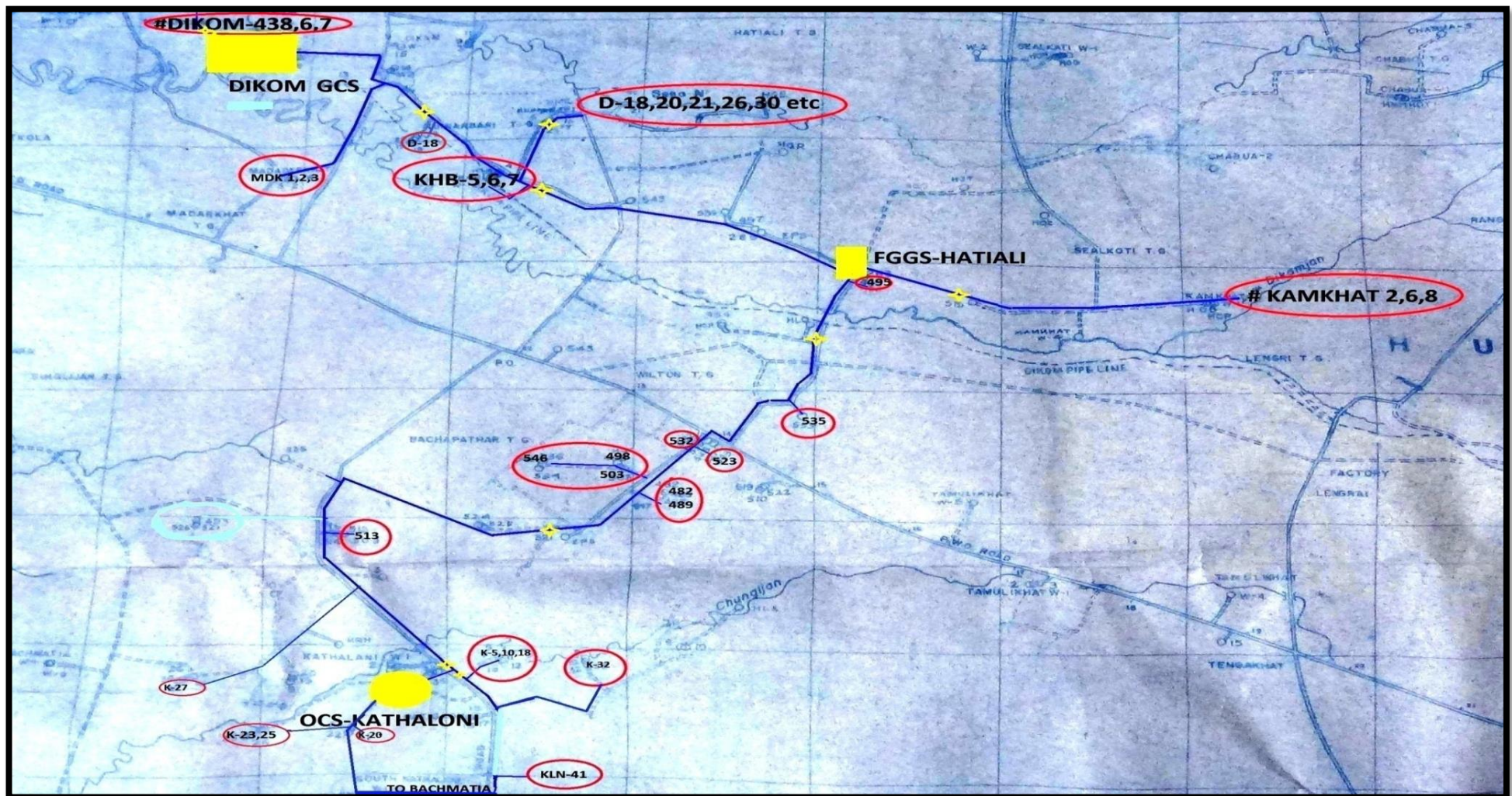


Gas Supply Schematic

Annexure VII









## Annexure IX

### **Details of Gas Compressors of GCS Tengakhat**

Compressor	Make	Prime Mover	Capacity in m3/d
<b>LPB 1</b>	Worthington	CAT G399	70,000 m3/d
<b>LPB 2</b>	Dresser Rand	Waukesha L-5790G	70,000 m3/d
<b>GL 1</b>	Atlas Copco Compressor	Waukesha L-5108G	80,000 m3/d

# Location Map of Tengakhat OCS

Towards Dibrugarh

To Kathoni OCS

To Hatail EPS

● Producing wells

NHK#321,489,498,503, 507, NHK#510, 522, 523, 524, 525, 532, 555, 598, 628, TMK#1

● Shut-in wells

TMK#02,03,05,482,517,527,530, 534,536, 543, 546, 553, 599, 574, 601

■ Water Disposal wells

WDW#47, 59, 65, 68, 94, 492

Wilton

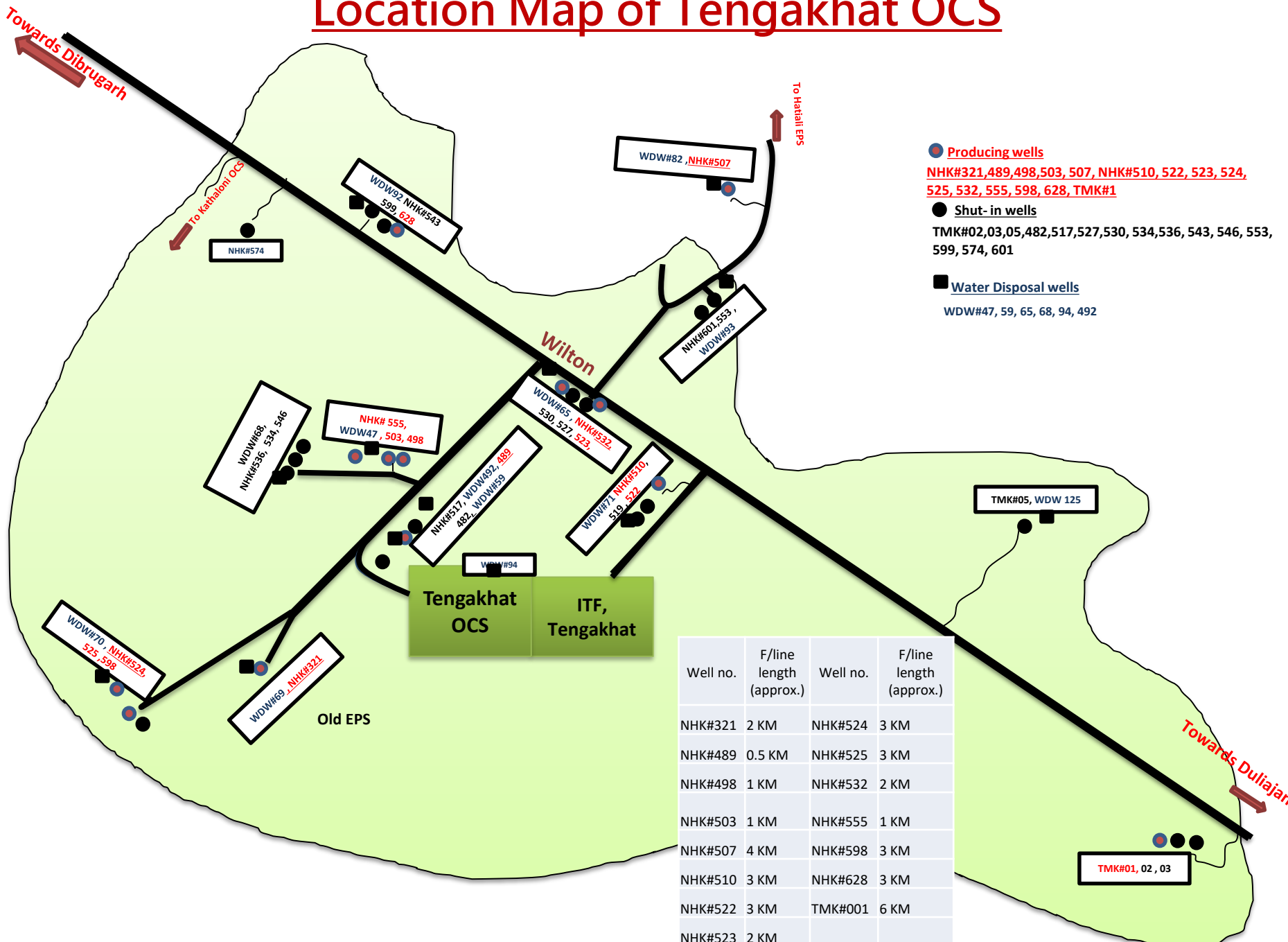
Tengakhat  
OCS

ITF,  
Tengakhat

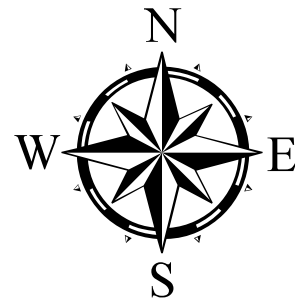
Old EPS

Towards Dulaijan

Well no.	F/line length (approx.)	Well no.	F/line length (approx.)
NHK#321	2 KM	NHK#524	3 KM
NHK#489	0.5 KM	NHK#525	3 KM
NHK#498	1 KM	NHK#532	2 KM
NHK#503	1 KM	NHK#555	1 KM
NHK#507	4 KM	NHK#598	3 KM
NHK#510	3 KM	NHK#628	3 KM
NHK#522	3 KM	TMK#001	6 KM
NHK#523	2 KM		



TENGAKHAT AREA MAP



Dibrugarh PML  
Hugrijan PML

**Format for Field Development Plan (FDP)**

1. Executive Summary
2. Introduction
  - 2.1. Field Location and Service Contract Area
  - 2.2. Considerations for Service Operations
3. Geology and Geophysics
4. Petrophysics
5. Reservoir Engineering
6. Field review – Bidder's view
7. Field Development Strategy
  - 6.1. Business as Usual Production Profiles
  - 6.2. Methodology, assumptions, inputs and Execution Methodology for maintaining the baseline production including Team organization and staff/personnel deployment plan
  - 6.3. Incremental Development Case Production Profiles
  - 6.4. Methodology, assumptions, inputs and operating conditions considered in generating the Incremental Development Case Production Profiles
  - 6.5. Executing Methodology for achieving the incremental profile for the field on annualised basis, with detailed information on their technical approach for production enhancement with work programs, charts/diagrams, action plan & other details
  - 6.6. Rational of the inputs considered for generating the Production Profiles under Incremental Development Case
  - 6.7. New Technology Induction for improving oil production and recovery
8. Reservoir monitoring and Management plan
9. Water injection plan and Execution plan
10. Drilling and well completions
  - 9.1. Plan for development drilling
  - 9.2. Well trajectory and design
  - 9.3. Casing and tubing program
  - 9.4. Well completion design
11. Work over and Stimulation

12. Artificial lift optimization
13. Development concept and production facilities operations
14. Facilities Management
15. De-bottlenecking of surface facilities
16. Risk analysis for surface and sub-surface issues
17. GIPIP practices
18. Health Safety and Environment
19. Regulatory Compliance
20. Team organization and Staff/personnel deployment plan
21. FDP implementation schedule defining key events and decision dates along with expected outcomes to be provided by the Service Provider.

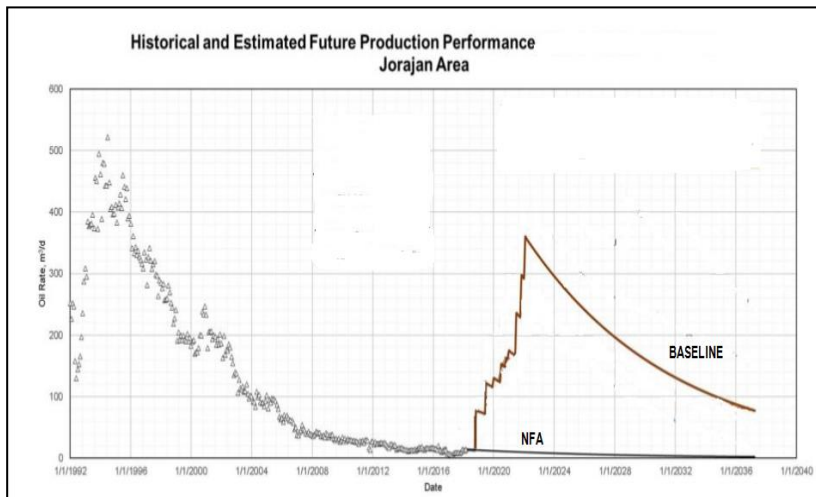
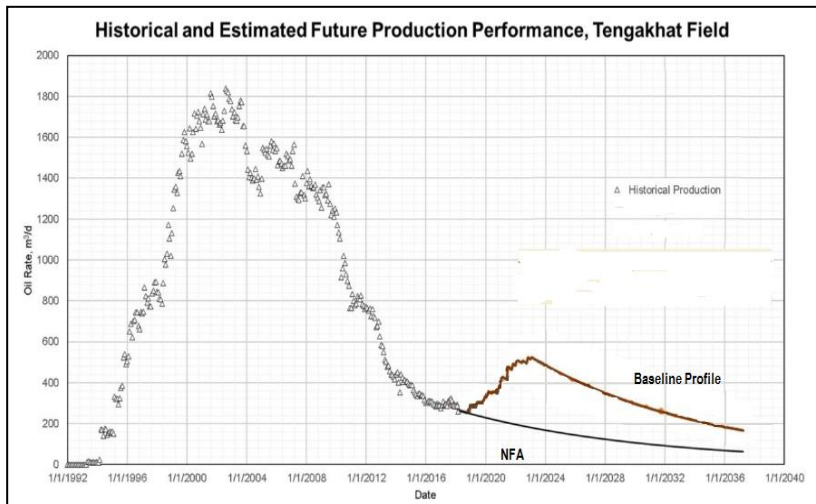
FDP implementation schedule				
Major activities planned				
Development Wells				
Side-track Wells				
.....				
.....				

22. Decommissioning and Site Restoration plan (if any) - A brief description of the proposed methods of decommissioning should be included.

23. Any other relevant issues

- i. List of Figures
- ii. List of Tables
- iii. List of Annexure
- iv. Units and conversion factors
- v. Glossary

**Baseline Profiles for Tengakhat and Jorajan Area**



**Part-3, Section-III**

**SPECIAL CONDITIONS OF CONTRACT**

**FOR**

**PRODUCTION ENHANCEMENT CONTRACT**

## Index

<b>Article No.</b>	<b>Contents</b>
Article 1	Definitions
Article 2	Duration of Contract
Article 3	Work Program
Article 4	Operating Methodology and Governance Structure
Article 5	General Rights & Obligations of Parties
Article 6	OIL Assistance
Article 7	Discovery, Development and Production
Article 8	Petroleum Exploration License & Petroleum Mining Lease
Article 9	Measurement of Petroleum
Article 10	Protection of the Environment
Article 11	Taxes, Royalties, Rentals, Duties, statutory levies, SRF etc.
Article 12	Records, Reports
Article 13	Information, Data, Confidentiality, Inspection & Security
Article 14	Assignment
Article 15	Termination of the Contract
Article 16	Change of Status of Service Provider
Article 17	Indemnity
Article 18	Use of Fixed Assets, Services, stores & spares
Article 19	Abandonment of wells
Article 20	Service Fees and Payment Terms
Article 21	Deduction due to non-performance
Article 22	Boarding, Lodging, Logistics & Warehousing
Article 23	Handing over of fixed Assets created during contract
Article 24	Payment related to existing sites/ new sites acquired
Article 25	Mobilization of Services
Article 26	Exit Clause
Article 27	USE & HANDLING OF RADIOACTIVE MATERIAL
Article 27	Responsibility Matrix



## **ARTICLE-1**

### **Definitions**

In this tender, unless the context requires otherwise, the following terms shall have the meaning ascribed to them hereunder:

- 1.1 **“Accounting Procedure”** means the principles & procedures of accounting.
- 1.2 **“Act”** means Oilfields (Regulation and Development) Act, 1948 as amended from time to time
- 1.3 **“Appendix”** means an appendix attached to this Service contract and made a part thereof
- 1.4 **“Asset Manager”** means the Asset Manager of a particular Asset of OIL.
- 1.5 **“Associated Natural Gas”** or **“ANG”** means natural gas occurring in association with Crude Oil,
- 1.6 **“Barrel”** means a quantity or unit equal to 158.9074 ltrs liquid measure, at a temp of 60 Degree Celsius and under One atmospheric pressure (14.70 Psi)
- 1.7 **“Baseline”** means oil & gas production profile in BAU case, with production of Nov-17 considered as start rate, and a field-specific decline rate.
- 1.8 **“Cess”** means cess levied pursuant to section 15 of the Oil Industry (Development) Act 1974, as amended from time to time.
- 1.9 **“Commercial discovery”** means a discovery of petroleum reserves, which has been declared as Commercial discovery in accordance with relevant rules
- 1.10 **“Commercial Production”** means Production of crude oil or Condensate or Natural Gas or any combination of these from the contract area and delivery of the same at the relevant delivery point under a program of regular production
- 1.11 **“Crude oil or Oil or Crude”** means all kinds of hydrocarbons and bitumen, both in solid and in liquid form, in their natural state or obtained from Natural Gas by condensation or extraction, including distillate and Condensate when commingled with the heavier hydrocarbons and delivered as a blend at the Delivery Point but excluding verified Natural Gas.
- 1.12 **“Custody Transfer Point”** means the point at which OIL receives Oil / Gas
- 1.13 **“Effective Date”** for contract means the date of LOA.

- 1.14 **“Environmental damage”** means soil erosion, removal of vegetation, destruction of wildlife, pollution of groundwater or surface water, land contamination, air pollution, noise pollution, bush fire, disruption to water supplies, to natural drainage or natural flow of rivers or streams, damage to archaeological, palaeontological and cultural sites and shall include any damage or injury to, or destruction of, soil or water in their physical aspects together with vegetation associated therewith, aquatic or terrestrial mammals, fish, avian-fauna or any plant or animal life whether in the sea or in any other water or on, in or under land.
- 1.15 **“Existing Discovery”** means a discovery made by OIL prior to the date of the execution of the CONTRACT.
- 1.16 **“Exploration Operations”** means operations conducted in the Contract Area pursuant to this CONTRACT in searching for Petroleum and in the course of an Appraisal Program and shall include but not be limited to aerial, geological, geophysical, geochemical, palaeontological, palynological, topographical and seismic surveys, analysis, studies and their interpretation, investigations relating to the subsurface geology including structural test drilling, stratigraphic test drilling. Drilling of Exploration Wells and Appraisal Wells and other related activities such as surveying, drill site preparation and all work necessarily connected therewith that is conducted in connection with Petroleum exploration.
- 1.17 **“Exploration Well”** means a Well drilled for the purpose of searching for undiscovered Petroleum accumulations on any geological entity (be it of structural, stratigraphic, facies or pressure nature) to at least a depth or stratigraphic level specified in the Work Program. The well will be proposed by the SP and released by OIL on the basis of data supplied by the SP.
- 1.18 **“Field/ Cluster”** means an Oil Field(s) or a Gas Field(s) or combination of both as the case may be.
- 1.19 **“Financial Year”** means the period from the first day of April to the thirty-first day of March of the following Calendar Year.
- 1.20 **“Good International Petroleum Industry Practices or GIPIP”** means those practices, methods, standards, and procedures generally accepted and followed internationally by prudent, diligent, skilled, and experienced operators in Petroleum exploration, development and production operations and which, at a particular time in question, in the exercise of reasonable judgment and in light of facts then known at the time a

decision was made, would be expected to accomplish the desired results and goals established in respect of which the practices, methods, standards, procedures and safety regulations, as the case may be, were followed; provided, however, that “Good International Petroleum Industry Practices” is not intended to be limited to the optimum practices or method to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices, methods, standards, procedures and safety regulations.

- 1.21 **“Government or Central Government”** means Government of India (GOI) unless otherwise stated.
- 1.22 **“Incremental profile”** means any amount of oil & gas production above the baseline profile.
- 1.23 **“JPMT” or “Joint Project Management Team”** means body constituted as per Article 4.
- 1.24 **“Lease”** means a petroleum-mining lease referred to in the Rules and shall, unless otherwise stated therein exclude right for exploration and exploitation of coal/lignite bed methane (CBM).
- 1.25 **“Lessee”** means OIL to whom a Lease is issued under the Rules for the purpose of carrying out Petroleum Operations in a Field. The lease for mining of petroleum will be with the name of OIL and not transferable to SP.
- 1.26 **“Management Committee” or “MC”** means body constituted as per article 4.
- 1.27 **“OIL”** means Oil India Limited, a body corporate incorporated under the Companies Act 1956 including its successors.
- 1.28 **“Parties”** means, the parties signatory to this CONTRACT including their successors and permitted assignees under this CONTRACT and the term “Party” means any of the Parties.
- 1.29 **“Production Costs”** means, those costs and expenditure incurred in carrying out Production Operations.
- 1.30 **“Production Operations”** means, all operations conducted for the purpose of producing Petroleum from a Field after the commencement of production from the Field including the operation and maintenance of all necessary facilities.
- 1.31 **“Reservoir”** means a naturally occurring discrete accumulation of Petroleum.

- 1.32 **“Royalty”** means the royalty payable pursuant to section 6A(2) of the Oilfield (Regulation and Development) Act, 1948 and Rule 14 of the Petroleum & Natural Gas Rules, 1959, as amended from time to time.
- 1.33 **“Rules”** means the Petroleum and Natural Gas Rules, 1959 and any amendments made thereto from time to time.
- 1.34 **“Service Provider or SP”** means a company other than OIL, which is a party to this service contract.
- 1.35 **“Service Contract Area”** means on the effective date, the area described in field document
- 1.36 **“Site Restoration”** shall mean all activities required to return a site to its state as of the Effective Date pursuant to the SP’s environmental impact study and approved by the Government or to render a site compatible with its intended after-use (to the extent reasonable) after cessation of Petroleum Operations in relation thereto and shall include, where appropriate, proper abandonment of Wells or other facilities, removal of equipment, structures and debris, establishment of compatible contours and drainage, replacement of top soil, re-vegetation, slope stabilization, infilling of excavations or any other appropriate actions in the circumstances.
- 1.37 **“State Government”** means any Government of a state of the Union of India, which has control over the Contract Area for the purpose of grant of Licenses/ Leases. In case the Contract Area covers more than one state, the State Government shall include all such governments of those states.
- 1.38 **“Sub-contractor”** means any company or person contracted by the SP to provide goods or services with respect to Petroleum Operations.
- 1.39 **“US\$” or “USD” or “US Dollar” or “Dollar”** means the - currency of the United States of America.
- 1.40 **“Well”** means a borehole, made by drilling in the course of Petroleum Operations, but does not include a seismic shot hole.
- 1.41 **“Zero Date”** is the date from which Remuneration and deductions shall become applicable as per contract. This date shall be counted as 180 days (Mobilization Period) from the Effective date or a date mutually agreed on which service provider has commenced the operation of the contract to meet the objective whichever is early.
- 1.42 **“Zone Transfer”** means an operation whereby a completion in one zone to other zone in order to attempt a completion in a different zone within an, existing Well bore.

- 1.43 **“MMBTU”** or Million Metric British Thermal Unit to measure calorific value of gas.
- 1.44 **“Technical Advisory Committee (TAC)”** means body constituted as per Article-4.
- 1.45 **“Committee of Directors (CoD)”** means body constituted as per Article-4.
- 1.46 **“Annualized Contract Value”** is in USD unless revised in writing by the parties otherwise, Annualized value will be sum of service fee for incremental production and maintenance fee for base production for each year.
- 1.47 **“Maintenance Fee”** means remuneration payable to Service Provider in the form of a tariff against Baseline Production from the contract area.
- 1.48 **“Service Fee”** means remuneration payable to Service Provider in the form of a tariff against Incremental Production from the contract area.
- 1.49 **“Operator”** means Oil & Natural Gas Corporation Ltd. (OIL), mines owner of the contract area
- 1.50 **“Agreement”** means Contract entered between two parties, in this case OIL & SP

## **ARTICLE-2**

### **Duration of Contract**

- 2.1 This CONTRACT, subject to terms hereof and the applicable laws, shall be for a period of 15 years from the date of mobilization of service operations unless the contract is terminated earlier in accordance with its terms.

**ARTICLE-3**  
**Work Program**

- 3.1 The Service Provider (SP) shall commence its services in the field not later than six (06) months from the effective date, based on work program submitted as mutually agreed in JPMT and apprised to MC in line with FDP submitted by SP.
- 3.2 As soon as possible after the effective date, in respect of the period ending with the last day of year in which effective date falls and thereafter 90 (ninety) days before commencement of each following year, the SP shall submit to OIL the Work Program relating to Petroleum Operations to be carried out during the relevant year.
- 3.3 All the Work Programs will have to be mutually agreed before commencement and records for the same to be kept. Deviation, if any during the year, due to any exigency, is to be deliberated & recommended and decided by JPMT. Same shall be subject to approval/ ratification by MC.
- 3.4 The scope of work includes production from existing wells, development and creation of facilities, production and supply of oil & gas as well as development of the identified field area through drilling of wells and other identified actions.
- 3.5 OIL do not intend to define & specify each and every component, parameter, activity, rights & obligations of the SP, which may be necessary for fulfillment of scope of work of SP under this contract. SP has to include all such activities, inputs & costs as may be necessary for complete and successful completion of scope of contract.
- 3.6 The broad scope of contract is to increase production from the Baseline production and incremental production through development. Detail scope is elaborated elsewhere in tender document.

## **ARTICLE-4**

### **Operating Methodology & Governance Structure**

#### **4.1 Methodology for Contract Implementation:**

- a. Service Provider to setup Project Office at a location near to OIL office.
- b. Kick-off meeting is to be conducted within one month of LOA and Project Manager has to be appointed by SP within 15 days of LOA. Project Manager should have minimum experience of 10 years in oil industry in the area of production management/ reservoir management/ PEC Contract management. CV of Project Manager should be submitted to OIL.
- c. OIL will appoint Project Co-ordinator, who will also be a part of JPMT. He shall be the Nodal Officer for all correspondences / co-ordination from OIL side.
- d. Project office of SP will be headed by Service Provider's Project Manager and to be manned on round the clock basis for monitoring the field operations.
- e. Office to be equipped with software and hardware for production monitoring, reservoir simulation, data analysis and related reports pertaining to this contract.
- f. The office will be manned 24X7 which will act as a support center for the PEC and field operations.
- g. Service Provider and OIL will jointly occupy the office and use resources provided in PEC office.
- h. All costs towards the operation and maintenance of the office will be borne by Service Provider.
- i. All products and services inducted into the PEC will be recorded on a daily basis and DPR (Daily Progress Report) will be generated by SP, as per agreed format.
- j. Project Manager of SP will prepare a monthly report on the project as per the format agreed, by 5<sup>th</sup> day of month for the preceding month.
- k. Project Manager shall also submit annual report on the project as per format agreed by 10<sup>th</sup> day of next financial year.
- l. Daily review with the Service Provider (SP) will be held between OIL nominee/ Project Coordinator and Project Manager of SP. All issues related to PEC progress and work will be discussed in the meeting.
- m. Any new product or services that need to be inducted shall be deliberated in JPMT.



- n. JPMT will maintain details of services provided to SP and amount receivable by OIL. In this regard, suitable modalities will be developed during Kick-off meeting.

#### 4.1.1 PEC Program:

- a. The base profile to be maintained by the SP is given in the document, However, due to ongoing development activities and field dynamics, if the starting point of base profile is different on “Zero Date”, the same shall be considered as an average of last three consecutive calendar months before zero date, and a modified baseline profile shall be prepared, considering the same decline rate in the baseline profile provided in Tender Document. The incremental profile quoted by the bidder shall remain unchanged.
- b. Service Provider will prepare an annual work program to achieve base & incremental production profile in line with FDP/ Profile submitted with the bid.
- c. JPMT to prepare and submit to MC the incremental/ base profile on an annual basis and prepare the well intervention and drilling program (Short term, medium term and long term plan)
- d. JPMT will supervise and monitor all the activities, operations and work program as per PEC.
- e. The wells will be monitored for baseline and incremental production gains subsequent to start of PEC by SP.

4.2: Following governance structure is envisaged for execution of contract:

<b>S. N</b>	<b>Committee</b>	<b>Constitution of committee</b>	<b>Roles/ responsibility</b>	<b>Frequency</b>
1.	Management Committee	4 members from OIL and 4 equivalent members from SP.	<ul style="list-style-type: none"> <li>• Discussion &amp; Review of AWP (Annual Work Program) &amp; the Production Targets.</li> <li>• To review project progress, resolve any major issue,</li> <li>• Approve FDP &amp; revision thereof, if not agreed by JPMT</li> <li>• Approval of new Development locations</li> <li>• Attempt to resolve any matter referred by JPMT.</li> <li>• Decisions will be by majority, however unanimity will be preferred.</li> <li>• All members shall require to attend in person or by proxy.</li> </ul>	Once every three months or more if required, to be attended by person holding office

2.	JPMT (Joint Project Management Team)	4 members from OIL, 4 equivalent from SP	<ul style="list-style-type: none"> <li>To discuss &amp; firm-up FDP as proposed by SP and monitor all annual Work Programs as well as reviewing the actual performance</li> <li>Reporting and monitoring as per formats developed.</li> <li>Review and follow up on the SP's sub-contracting program.</li> <li>To decide on technical issues and resource usage</li> <li>Review between JPMT members, on need basis.</li> <li>Discussion/decision on issues of shutdown for hook up/cleaning including ongoing projects of OIL and its implication, if any</li> <li>Such other powers as parties may agree in writing</li> <li>Decisions shall be unanimous. Wherever JPMT is unable to take decision, matter to be referred to Managing committee</li> <li>All members shall require to attend in person or by proxy</li> </ul>	<ul style="list-style-type: none"> <li>Structured meeting once every month or more if required, to be attended by persons holding office</li> <li>- Project Coordinator of OIL &amp; Project Manager of SP to meet daily.</li> </ul>
3.	Technical Advisory Committee	As per requirement, to be constituted by SP	<ul style="list-style-type: none"> <li>Any critical issue referred by JPMT, requiring subject expertise</li> </ul>	Recommendation will be advisory in nature.
4.	Committee of Directors (CoD)	Director (Operations) & Director (Exploration & Development) and Equivalent member from SP	<ul style="list-style-type: none"> <li>Disputes referred by any party &amp; not resolved in MC</li> </ul>	to be settled in 45 days

- 4.3 Convener of the meeting will be decided by Chairman/ Senior most Officer of the committee. Committee proceedings will be minuted.
- 4.4 Issues not resolved at MC level can be referred to Committee of Directors. Committee of Directors (CoD) will consist of Director (Operations) & Director (Exploration & Development from OIL & Equivalent member from SP. Disputes need to be settled within 45 days. If any party is still unsatisfied, they can take recourse to Contract provision of arbitration.
- 4.5 Project co-ordinator from OIL will be appointed by Asset Manager within 15 days of LOA.

- 4.6 Management Committee and JPMT will be constituted within 30 days of LOA, by issuance of an office order by Asset Manager.
- 4.7 In case of any change in the position of JPMT/ MC through transfer, retirement or any other reason, then other person taking over the position will become the member of JPMT/ MC. A record of the same will be maintained in JPMT/MC minutes.
- 4.8 Decisions of the Governance Forums shall be recorded in minutes at the conclusion of each meeting, circulated to the Parties and signed by their respective representatives to indicate their approval as soon as practicable following the meeting. These minutes shall be considered a formal record of decisions made within the Governance Forums.

4.9 **Meeting procedures**

4.9.1 Notice of Meeting

(a) Either Party may call a meeting of the Management Committee by giving notice to the other Party at least fifteen (15) Working Days in advance of such meeting.

(b) The notice periods above may be waived with the mutual consent of the Parties.

(c) On the request of a member of the Management Committee, and with the unanimous consent of all members of the Management Committee, the Management Committee may consider at a meeting a proposal not contained in such meeting agenda.

4.9.2 **Advisers and Observers**

In addition to the representative, each member of the Management Committee may also bring to any Management Committee meetings such technical and other advisors including any members of the JPMT, as it may deem appropriate. Any such advisors will not form part of the quorum or be entitled to vote on any matter to be decided at the Management Committee meeting.

4.9.3 If the Management Committee is unable to reach a unanimous decision on any matter brought before it by the JPMT, then:

4.9.3.1 The Parties shall attempt to reach a unanimous decision over a further period of twenty (20) Working Days;

4.9.3.2 If a unanimous decision is not reached by the end of the period in Clause 4.9.3.1 above, the Parties shall refer the matter to the Committee of Directors) to attempt to resolve the matter within a further period of forty five (45) Working Days; and

4.9.3.3 If the Committee of Directors (CoD) is unable to reach unanimity within a period of forty five (45) Working Days, then:

4.9.3.3.1 Parties may agree to resolve the differences or disagreement through dispute resolution procedure described in the Contract

#### **4.10 Working Standards and Procedures**

4.10.1 The JPMT shall prepare a draft of the Working Standards and Procedures for consideration and approval by the Management Committee. The Working Standard and Procedures shall cover, amongst others, matters relating to the project management, SP performance indicators, change management, HSE, operational integrity, well construction, Facility operations and maintenance.

4.10.2 If

(a) the Management Committee approves the draft prepared pursuant to Clause 4.10.1, then such draft shall become the Working Standards and Procedures; or

(b) the Management Committee does not approve the draft prepared pursuant to Clause 4.10.1 on its initial consideration, the JPMT shall take account of any comments provided by the Management Committee and resubmit a revised draft of the Working Standards and Procedures. This process shall continue until the Management Committee provides its approval to a draft provided by the JPMT and such draft shall become the Working Standards and Procedures. However, until the Management Committee approves the Working Standard and Procedures, the Contractor shall conduct the Operations in accordance with GIPIP.

## **ARTICLE-5**

### **General Rights & Obligations of Parties**

- 5.1 Subject to the provisions of this Service Contract, SP shall have following rights:
- a. The right to use all available technical data, seismic and well information, maps, samples & study reports etc. of the Contract Areas available for the field, free of charge for further petroleum operations. The SP shall submit the list of data required by them to OIL and the same, if available and reproducible, shall be made available to SP within 30 days of the request date to OIL. Same will also be discussed during Kick-off meeting.
  - b. Service Provider will have access to all available data at different work centers of OIL with respect to G&G data and Reservoir Models related to field, during currency of the contract and same will be provided to the service provider on request.
  - c. Such other rights as are specified in this Service Contract.
- 5.2 The SP shall having due regard to GIPIP:
- a. Except as otherwise expressly provided in this CONTRACT, conduct all Petroleum Operations at its sole risk, cost and expenses, other than cost of services/ contracts as specified elsewhere and provide all funds necessary for the conduct of Petroleum Operations including funds for the purchase or lease of equipment, materials or supplies required for Petroleum Operations as well as for making payments to employees, SP's and Sub-contractors;
  - b. Conduct all Petroleum Operations within the Contract Area diligently, expeditiously, efficiently and in a safe and workmanlike manner, pursuant to the Work Program formulated in accordance with CONTRACT;
  - c. Ensure provision of all information, data, samples etc. which may be required to furnish under the applicable laws or under this CONTRACT;
  - d. Ensure that all equipment, materials, supplies, plant and installations, used by the SPs and Sub-contractors comply with generally accepted standards and are of proper construction and kept in good working order;
  - e. In the preparation and implementation of Work Program and in the conduct of Petroleum Operations, follow Good International Petroleum Industry Practices (GIPIP) with such degree of diligence and prudence reasonably and ordinarily exercised by experienced parties engaged in a similar activity under similar circumstances and conditions;

- f. Pursuant to this CONTRACT, forthwith proceed to take all necessary action for prompt and orderly development of the Field and for the production of Petroleum in accordance with the terms of this CONTRACT;
  - g. Carryout such other obligations as are specified in this CONTRACT, in particular those specified in Article 3 & 10; and be always mindful of the rights and interests of India in the conduct of Petroleum Operations.
- 5.3 OIL will receive crude at its delivery point (presently CTF/GGS as identified in the bid) for processing, treatment, sampling & effluent disposal up to the present handling capacity of existing installations. The issue in detail will be discussed in kick-off meeting.
- 5.4 If any capacity increase/ process handling equipment & services is required, same shall be created by SP at its cost, as per relevant standards in vogue.
- 5.5 All audit/observations raised by regulators like DGMS, OISD etc. from “Zero Date” of PEC shall be handled/complied by SP. OIL will continue to handle the observations prior to zero date.
- 5.6 List of pending ROU related issues in the contract area to be provided to SP during kick-off meeting and will be finalized before the Zero date.
- 5.7 OIL will continue to carry out CSR activities in the region as and when required as per OIL Policy. However, local environment management shall be the responsibility of SP. In case SP wants to spend towards CSR in the contract area, it may do so at its discretion. OIL may lend necessary administrative support in this regard, if required.

**ARTICLE-6**  
**OIL Assistance**

- 6.1 Upon application in the prescribed manner, and subject to compliance with applicable laws and relevant procedures, OIL will provide assistance on the following as far as possible:
- a. Use their good offices to provide the right of ingress and egress from the Contract Area and any facilities used in Petroleum Operations, wherever located and which may be within their control;
  - b. Use their good offices, when necessary to assist SP for necessary approvals, permits, consents, authorizations, visas, work permits, licenses, rights of way, easement, surface rights and security protection at SP's cost, required pursuant to this Service Contract and which may be available from resources within control.
  - c. Assistance in obtaining statutory compliances like EC (Essentiality Certificate) etc. against equipment/ material to be used in contract. However required liaisoning for such requirements will be in scope of SP.
- 6.2 Service Provider will utilize existing OIL Surface facilities on "as is where is basis".
- 6.3 OIL shall continue to file and pursue MOEF / Environmental Clearances (EC) from the statutory authorities, as per existing practices. SP has to provide required assistance in this regard.
- 6.4 In case of delay in getting statutory clearances, even after putting sincere efforts by SP/OIL, SP's corresponding production responsibilities will be absolved/adjusted as per decision of JPMT/MC.
- 6.5 OIL shall actively support the LAQ process for initial 2 years from zero date as a hand holding mechanism. After 2 years, SP shall be solely responsible for the LAQ process and OIL shall provide all necessary assistance as a Mines Owner.

In case any LAQ/ROU issue is not resolved within 6 months, even after putting sincere efforts including alternate plan by SP/OIL, SP's corresponding production responsibilities will be absolved/adjusted as per decision of JPMT/MC

## **ARTICLE-7**

### **Discovery, Development and Production**

- 7.1 Discovery, if any, occurs, during currency of contract in the contract area, then ownership of the reserves accreted would be with OIL. However incremental production will be to account of SP, which will be part of agreed profile submitted in FDP or any revisions thereof.
- 7.1.1 After declaration of Commercial Discovery by the SP, within two hundred (200) days of the declaration of the Discovery as a Commercial Discovery, the SP shall submit to the Asset Manager a comprehensive development plan of the Commercial Discovery, which shall:
- (a) Relate to the Discovery Area and contain a Reservoir or part thereof and the boundaries of the proposed Field;
  - (b) Be designed to ensure the most efficient, beneficial and timely use of the Petroleum resources discovered;
  - (c) Be compiled in accordance with sound engineering, economic, safety and environmental principles recognized in the generally accepted GIPIP.
- 7.1.2 Such plan shall contain detailed proposals by the SP for the construction, establishment and operation of all facilities and services for and incidental to the recovery, storage and transportation of the Petroleum from the proposed Field to the Delivery Point together with all data and supporting information including but not limited to:
- (a) Description of the nature and characteristic of the Reservoir statistics, interpretations and conclusions on all aspects of the geology, Reservoir evaluation, petroleum engineering factors, Reservoir models, estimates of reserve in place, possible production magnitude, nature and ratio of Petroleum fluids and analysis of producible Petroleum;
  - (b) Outlines of the development project and/or alternative development projects, if any, describing the production facilities to be installed and the number of Wells to be drilled under such development project and/or alternative development projects, if any;
  - (c) Estimate of the rate of production to be established and project: on the possible sustained rate of production in accordance with Good International Petroleum Industry Practices (GIPIP) under such development project and/or alternative development projects, if any,



which will ensure that the **area does not suffer an excessive rate of decline of production or an excessive loss of Reservoir pressure;**

- (d) Work Program for development proposals relating to the proposed Field;
- (e) Anticipated adverse impact on the environment and measures to be taken for prevention or minimization thereof and for general protection of the environment in conduct of Petroleum Operations;
- (f) Measures to be taken for the health and safety of persons employed in Petroleum Operations.
- (g) Monetization and marketing of additional gas production to be discussed by JPMT/MC and based on same necessary actions for marketing of the gas shall be taken by OIL.

## **ARTICLE-8**

### **Petroleum Exploration License & Petroleum Mining Lease**

- 8.1 OIL will continue to handle the PE/ML of the service contract area
- 8.2 The ownership and marketing rights of products from this contract will be with OIL. The SP will not have any equity participation in the property of OIL.

**ARTICLE-9**  
**Measurement of Petroleum**

- 9.1 Petroleum used for internal consumption for Petroleum operations, flared, saved and delivered from the Contract Area shall be measured by methods and appliances generally accepted and customarily used in GIPIP and being followed by OIL.
- 9.2 OIL may at all reasonable times, inspect and test the appliances used for measuring the volume and determining the quality of Petroleum, provided that any such inspection or testing shall be carried out in such a manner so as not to unduly interfere with Petroleum Operations.
- 9.3 The SP shall jointly with OIL undertake to measure the volume, characteristics and quality of the petroleum produced and delivered from the Contract Area at the agreed measurement point consistent with GIPIP. SP shall not make any alteration in the agreed method or procedures for measurement or to any of the approved appliances used for that purpose without the written consent of OIL/ Operating Committee.
- 9.4 Hydrocarbon Delivery Points shall be in accordance with the information docket of respective fields Essential conditions to be adhered to by service providers related to measurement/operations/commitments **are mentioned in the information docket of respective fields.**
- 9.5 Methodology for Oil sampling, testing and measurements practices  
Measurement of Volume SCADA/Dip Tape/Dip Stick Method, API Standard 2545
- 9.6 Measurement procedure has to confirm to para 6.6 of GIPIP as issued by DGH. Quality measurements generally include
- Oil: API gravity, water content, salt content, sulfur content, vapor pressure, pour point etc.
  - Water: Hydrocarbon content, salinity, sulfur content, radioactivity etc.
  - Gas: Water Content, composition etc.
- 9.7 Meters should meet the appropriate accuracy and specified performance criteria for custody transfer or field operations management.
- 9.8 Records of metered volumes should be maintained, as per agreed practice.
- 9.9 Measurements will be carried out on volume basis i.e. in barrels/ m<sup>3</sup>.

**ARTICLE-10**  
**Protection of the Environment**

- 10.1 OIL and the Service Provider (SP) recognize that Petroleum Operations will cause some impact on the environment in the Contract Area. Accordingly, in performance of the CONTRACT, the SP shall conduct its Petroleum Operations with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular;
- a) Employ GIPIP and standards including advanced techniques, practices and methods of operation for the prevention of Environmental Damage in conducting its Petroleum Operations;
  - b) Take necessary and adequate steps to:
    - i. Prevent Environmental Damage and, where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effect thereof on property and people;
    - ii. Ensure adequate compensation for injury to persons or damage to property caused by the effect of Petroleum Operations.
  - c) Comply with the requirements of applicable laws and the reasonable requirements of OIL from time to time.
- 10.2 If the SP fails to comply with the provisions of paragraph (b) (i) of Article 10.1 or contravenes any relevant law, and such failure or contravention results in any Environmental Damage, the SP shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.
- 10.3 If OIL has good reason to believe that any works or installations erected by the SP or any operations conducted by the SP are endangering or may endanger persons or any property of any person, or are causing or may Cause pollution, or are harming or may harm fauna or flora or the environment to a degree which OIL deems unacceptable, OIL may require the SP to take remedial measures within such reasonable period as may be determined by OIL and to repair any damage to the environment. If OIL deems it necessary, it may also require the SP to discontinue Petroleum Operations in whole or in part until the SP has taken such remedial measures or has repaired any damage caused.
- 10.4 The measures and methods to be used by the SP for the purpose of complying with the terms of paragraph (b)(i) of Article 10.1 shall be

discharged in timely consultation with OIL upon the commencement of Petroleum Operations or whenever there is a significant change in the scope or method of conducting Petroleum Operations and shall take into account the international standards applicable in similar circumstances and the relevant environmental impact study carried out in accordance with Article 10.5 below. The SP shall notify OIL, in writing of the measures and methods finally decided by the SP and shall cause such measures and methods to be reviewed from time to time in the light of prevailing circumstances.

10.5 The SP shall cause a person or persons with special knowledge on environmental matters to carry out environmental impact studies in order:

- a) To determine at the time of the studies the prevailing situation relating to the environment, human beings and local communities, the flora and fauna in the Contract Area and in the adjoining or neighbouring areas; and
- b) To establish the likely effect on the environment, human beings and local communities, the flora and fauna in the Contract Area and in the adjoining or neighbouring areas in consequence of the relevant phase of Petroleum Operations to be conducted under this CONTRACT, and to submit, for consideration by the Parties, methods and measures contemplated in Article 10.4 for minimizing Environmental Damage and carrying out Site
- c) Restoration activities.

10.5.1 The first of the aforementioned studies shall be carried out in two parts, namely, a preliminary part, which must be concluded before commencement of any fieldwork relating to a seismographic or other survey, and a final part relating to drilling during the Contract period OIL shall approve the part of the study relating to drilling operations in the Contract Period before the commencement of slick drilling operations, it being understood that such approval shall not be unreasonably withheld.

10.5.2 The second of the aforementioned studies shall be completed before commencement of Development Operations and shall be submitted by the SP as part of the Development Plan, before commencement of Development Operations.

10.5.3 The studies mentioned in Article 10.5 above shall contain proposed environmental guidelines to be followed in order to minimize Environmental Damage and shall include, but not be limited to, the

following, to the extent appropriate to the respective study taking into account the phase of operations to which the study relates,

- (a) Proposed access cutting;
  - (b) Clearing and timber salvage;
  - (c) Wildlife, Marine life and habitat protection;
  - (d) Fuel storage and handling;
  - (e) Use of explosives;
  - (f) Camps and staging;
  - (g) Liquid and solid waste disposal;
  - (h) Cultural and archaeological sites;
  - (i) Selection of drilling sites;
  - (j) Terrain stabilization;
  - (k) Protection of freshwater horizons;
  - (l) Blow out prevention plan;
  - (m) Oaring during completion and testing of Gas and Oil Wells;
  - (n) Abandonment of Wells;
  - (o) Rig dismantling and site completion;
  - (p) Reclamation for abandonment;
  - (q) Noise control;
  - (r) Debris disposal; and
  - (s) Protection of natural drainage and water flow.
- 10.5.4 All environmental clearances are to be obtained by the SP pursuant to the provisions of this Article or CONTRACT or required under any laws of India. Wherever possible, OIL may provide help in getting clearances on environment.

10.6 The SP shall ensure that:

- a) Petroleum Operations are conducted in an environmentally acceptable and safe manner consistent with Good International Petroleum Industry Practices and that such Petroleum Operations are properly monitored;
- b) The pertinent completed environmental impact studies are made available to its employees and to its SPS and Sub-contractors to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the Petroleum Operations; and
- c) The contracts entered into between the SP and its Sub-contractors relating to its Petroleum Operations shall include the provisions stipulated herein

and any established measures and methods for the implementation of the SP's obligations in relation to the environment under this CONTRACT.

10.7

- a) The SP shall, prior to conducting any drilling activities, prepare and inform OIL about contingency plans for dealing with oil spills, fires, accidents and emergencies, designed to achieve rapid and collective emergency response. In the event of an emergency, accident, oil spill or fire arising from Petroleum Operations affecting the environment, the SP shall forthwith notify OIL and shall promptly implement the relevant contingency plan and perform such Site Restoration as may be necessary in accordance with Good International Petroleum Industry Practices.
- b) In the event of any other emergency or accident arising from the Petroleum Operations affecting the environment, the SP shall take such action as may be prudent and necessary in accordance with Good International Petroleum Industry Practice in such circumstances.

10.8 In the event that the SP fails to comply with any of the terms contained in Article 10.7, OIL, after giving the SP reasonable notice in the circumstances, may take any action, which may be necessary to ensure compliance with such terms and shall recover from the SP, immediately after having taken such action, all costs and expenditure incurred in connection with such action.

10.9 Notwithstanding other provisions in the CONTRACT, on expiry or termination of this CONTRACT or relinquishment of part of the Contract Area, the SP shall Perform all necessary Site Restoration in accordance with Good International Petroleum Industry Practice and take all other action necessary to prevent hazards to human life or to the property of others or the environment.

10.10 All the cost incurred at Site during exploration, development, operation and its Restoration will be met by SP.

10.11 Where the Contract Area is partly located on areas forming part of certain national parks, sanctuaries, mangroves, wetlands of national importance, biosphere reserves and other biologically sensitive areas, passage through these areas; shall generally not be permitted. However, if there is no passage, other than through these areas to reach a particular point beyond these areas, permission of the appropriate authorities shall be obtained by SP.

- 10.12 The obligations and liability of the SP for the environment hereunder shall be limited to damage to the environment which:
- a) Occurs after the Effective Date of the contract till contract termination date; and
  - b) Results from an act or omission of the SP and or its sub-contractor.
- 10.13 Adopting and application of all necessary and desirable measures, practices, equipments and systems to ensure and prevent environmental damage (sub surface, land and air) and adopting all other suitable means to maintain industrial and social harmony in the contract area including making payments on such activities.
- 10.14 Obtain and maintain insurance coverage for all Asset/Basins including OIL Asset/Basins for entire CONTRACT period for and in relation to petroleum operation for such an amount and against all such risk that are customarily and prudently insured in international petroleum industry in accordance with GIPIP.
- 10.15 Provide all necessary information and access to information and facilities during all necessary inspection, safety and security assessment as required in the CONTRACT or by statutory agencies / OIL free of cost.
- 10.16 Develop and adopt appropriate quality assurance (QA), quality control (QC), Safety policy and Safety Management System (SMS), Disaster Management Plan (DMP) and Emergency Response Procedure (ERP) and program for work-man health protection and integrate the same with existing plans of OIL. The SP may also take necessary accreditation/certification of fitness of Asset/Basins from third party to demonstrate its commitments to safety and fitness of equipment & systems.
- 10.17 The SP shall follow and strictly adhere to safety and environmental norms as laid down in different statutory bodies of state/central Government (OISD / DGMS, Pollution control boards etc.) for mining lease area.
- 10.18 OIL may terminate the CONTRACT in case there is serious threat / danger to the safety of facility, environment, surrounding areas, underground Reservoir (s) or SP Field activities do not confirm to CONTRACT or continuation of CONTRACT is no longer viable.
- 10.19 SP shall be absolved of any environmental compliance liability arising out of external pipelines / utilities/ infrastructure belonging to other areas and not covered under this contract.



## **ARTICLE-11**

### **Taxes, Royalties, Rentals, Duties, statutory levies & SRF etc.**

Taxes, Duties and Levies shall be borne as under:

- 11.1 All taxes, duties and levies (present and future) applicable on costs, material, services procured by SP for performance of this contract shall be incurred and borne by SP.
- 11.2 All taxes, duties and levies applicable on “Maintenance Fee” and/or “Service Fees” payable by OIL to SP under this Contract and the same shall be reimbursed by OIL to SP.
- 11.3 Royalty, OID cess, NCCD, Education Cess, VAT / Sales Tax / GST & other statutory levies as applicable on production and sale of Crude Oil/ Condensate and Natural Gas produced and use of PEL/ML under this contract to be borne by OIL.

#### **11.4 Site Restoration Fund**

The Owner will provide/deposit the funds for Site Restoration/ Abandonment/ Decommissioning for the existing wells & facilities existing at the time of start of operations by Service Provider.

For the Wells drilled and Facilities created by the Service Provider, during the currency of the contract period, the funds for the Site Restoration/ Abandonment/ Decommissioning, has to be provided by the Service Provider. The Owner will intimate the Service Provider the funds to be provided by the Service Provider, which is to be deposited in the Site Restoration Fund in accordance with the SRF Scheme 1999 and the Guidelines issued by DGH in this regard in 2017 and any other subsequent enactment by GOI or Guidelines issued by DGH.

**ARTICLE-12**

**Records & Reports**

- 12.1 The SP shall prepare and maintain an office in India with accurate records & reports of its activities for and in connection with Petroleum Operations so as to present a fair, clear and accurate record of all its activities.
- 12.2 The SP shall submit to OIL regular Reports relating to Petroleum Operations as provided in Agreed Format.

### **ARTICLE-13**

#### **Information, Data, Confidentiality, Inspection & Security**

- 13.1 The SP shall, promptly provide OIL, free of cost with all data (both in hard copy & digital form) obtained as a result of Petroleum Operations under the CONTRACT including, but not limited to, Geological. Geophysical, Petrophysical, Engineering, Well logs, Maps, Magnetic tapes, Cores, Cuttings and Production data as well as all interpretative and derivative data including reports, analysis, interpretations and evaluation prepared in respect of Petroleum Operations (Hereinafter referred to as "Data"). Data shall be the property of OIL, provided, however, that the SP shall have the right to make use of such Data, free of cost, for the purpose of Petroleum Operations under this CONTRACT as provided herein.
- 13.2 SP may, for use in Petroleum Operations, retain copies or samples of material or information constituting the Data and, with the approval of the OIL, original material, except that where such material is capable of reproduction and copies have been supplied to OIL, SP may, subject to the right of inspection by OIL, subject to any applicable regulations, samples or other original data for processing or laboratory examination or analysis, provided that Representative samples equivalent in quality, size and quantity, or, where such material is capable of reproduction, copies of equivalent quality, have First been delivered to OIL. However no paper/booklet/information based on the data generated in contract, is to be published/ shared with third party conferences/ symposiums etc, without consent of OIL.
- 13.3 SP shall keep OIL currently advised of all developments taking place during the course of Petroleum Operations and shall furnish OIL with full and accurate information and progress reports relating to Petroleum Operations (on a daily, monthly, yearly or other periodic Basis) as OIL may reasonably require, provided that this obligation shall not extend to proprietary technology.
- 13.4 All Data, information and reports given by OIL to the SP in terms of this contract as well as data obtained or prepared by for or on behalf of, the SP pursuant to this CONTRACT shall be treated as confidential and, subject to

the provisions herein below, the SP shall not disclose the Contents thereof to any third party without the consent in writing by OIL.

13.5 The obligation specified in Article 13.4 shall not be restrictive to the extent required so as to prevent Disclosure:

- a) To Affiliates, SPs or Sub-contractors for the purpose of Petroleum Operations;
- b) To employees, professional consultants, advisers, data processing Centres and laboratories, where required, for the performance of Functions in connection with Petroleum Operations for any Party Comprising the SP;
- c) To banks or other financial institutions, in connection with Petroleum Operations.
- d) To the extent required by any applicable law or in connection with any legal proceedings or by the regulations of any stock exchange upon which the shares of a Party comprising SP are quoted;
- e) To OIL departments for, or in connection with, the Preparation by or on behalf of Government of statistical reports with respect to Petroleum Operations or in connection with the Administration of this CONTRACT or any relevant law or for any Purpose connected with Petroleum Operations;
- f) By a Party with respect to any Data or information which, without disclosure by such a party, is generally known to the public.

**Note:** Provided that the data shall be shared under Article 13.5 (a) to (d), limited to the need to know basis.

13.6 Any Data, information or reports disclosed by the SP to any other person pursuant to Article 13.5 (a) to (d) shall be disclosed on the terms that such Data, information or reports shall be treated as confidential by the recipient. Prompt notice of disclosures made by SP pursuant to Article 13.5 shall be given to OIL.

13.7 Any Data, information and reports relating to the Contract Area which, in the opinion of OIL, might have significance in connection with offers by OIL of open acreage or an exploration or exploitation Program be conducted by a third party in another area, may be disclosed by OIL for such purposes.

13.8 Where an area ceases to be part of the Contract Area or in case of termination of the Contract, the SP shall continue to treat Data and information with respect to the said area as Confidential and shall forthwith deliver to OIL Copies or originals of all Data and information in its

possession with respect to the said area. OIL shall, have the right to freely use the said Data and information thereafter.

13.9 OIL shall, at all reasonable times, through duly authorized Representatives, be entitled to observe Petroleum Operations and to inspect all assets, Books, records, reports, accounts, contracts, samples and Data kept by the SP or the executing SP in respect of Petroleum Operations in the Contract Area, provided, however, that the SP shall not be required to disclose any proprietary technology

13.10 **Breach of Confidentiality:** SP agrees that the Data disclosed or originating out of this contract is confidential in nature. The SP shall indemnify and hold harmless OIL and its representatives, affiliates against all claims, loss, damages, expenses and liabilities arising out of or in relation to the SP's and its representatives, Sub-Contractor's breach of its obligation under Article 13.

13.11 **Intellectual Property Rights:**

During the term of this Contract, in an effort to address and provide solutions for problems that are specifically related to the performance of this Contract, SP may conceive or make new inventions, idea, or discoveries that may be protected by patent or copyright or maintained as a trade secret (hereinafter " Intellectual Property"), OIL agrees that the right, title and interest in and to any such Intellectual Property shall be always be with SP and SP is free to use its Intellectual Property, nothing in this Article shall mean to stop SP to use its Intellectual Property.

**ARTICLE-14**

**Assignment**

- 14.1 The SP shall not, save with the previous consent in writing of the OIL, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the SP from any obligation, duty or responsibility under the CONTRACT and SP shall be fully responsible for the job hereunder and for the execution and performance of the CONTRACT.

## **ARTICLE-15**

### **Termination of the Contract**

#### **15.1 Termination on expiry of the CONTRACT**

This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

#### **15.2 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 clause 11 of General Conditions of Contract.

#### **15.3 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.

#### **15.4 Termination for unsatisfactory performance**

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 30 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.

15.5 If the Service Provider fails to mobilize/deploy minimum 1 Work Over Rig in each contract area within 210 days from the date of LOA as indicated at Article 25.2 of SCC.

**15.6** OIL may terminate the CONTRACT in case there is danger to the safety of environment, surrounding areas, underground reservoir (s) or continuation of CONTRACT is no longer viable. Further, Performance Bank Guarantee shall also be forfeited in case, reasons for such termination are attributable to the SP.

**15.7** The CONTRACT may, subject to the provisions herein below, be terminated by OIL, upon giving **ninety (90) days** written notice to the SP of its intention to do so in any of the following circumstances:-

- a) In case the SP fails to maintain minimum 90% of base line production on Annualized Basis for 2 consecutive financial years during contract duration.

Calculation of financial years: Applicable for both (a) and (b) above:

If the contract starts with less than six months remaining in the financial year then the next financial year onwards shall be considered for calculation of financial year for applicability of termination clause. However, if the contract starts with more than six months remaining in the financial year then the remaining part of the financial year shall be considered for calculation of financial year with annualized production for the year on pro-rata basis for applicability of termination clause.

- b) SP has knowingly submitted any false statement to OIL in any manner, which was a material consideration in the execution of this CONTRACT;
- c) SP has intentionally and knowingly extracted or authorized the extraction of hydrocarbon not authorized to be extracted by the SP without the authority of OIL except such, extractible as may be unavoidable as a result of operations Conducted hereunder in accordance with generally accepted Good International Petroleum Industry Practices which, when so extracted, were immediately notified to OIL;
- d) SP is adjudged bankrupt by a competent court or enters into scheme of composition with its creditors or takes advantage of any law for the benefit of debtors;
- e) SP has passed a resolution to apply to a competent court for liquidation of the SP unless the liquidation is for the purpose of amalgamation or reconstruction of which OIL has been given notice and OIL is satisfied that the SPs Performance under this CONTRACT would not be adversely affected thereby and has given its approval thereto;
- f) SP has assigned any interest in the CONTRACT without the prior consent of OIL as provided in Article 14;



g) SP has failed to make any monetary payment required by law or under this CONTRACT by the due date or within such further period after the due date as may thereafter be specified by concerned authority.

**15.7A** The contract, may be terminated by OIL or by the SP, upon giving 90 days written notice to the other party of its intention to do so in case Net Realized Value is lower than the applicable tariff for a continuous period of 6 months during the currency of the contract.

**15.7B** In case net realized value (i.e. actual revenue after payment of statutory levies) of crude/gas is lower than the applicable tariff payable to SP for a given financial year as a whole, then on a forward basis the shortfall in payment made to the Service Provider (sum total of maintenance fees for base oil and gas production and service fees for incremental oil and gas production) with respect to that financial year shall be adjusted in the next financial year to the extent of 50% of net profit earned by OIL in that year with respect to the field for which the PEC pertains. This shall be determined based on field level annual accounts prepared for this purpose by OIL and audited by OIL's Statutory Auditors. Such carry forward shall not go beyond the contract period. There shall be no interest payable on any amount carried forward. Detailed methodology shall be worked out by JPMT.

**15.8 Consequences of termination:**

In case of termination of CONTRACT as above (except for Article 15.1 & 15.2), OIL shall have unconditional option to invoke the PBG & claim the amount from the bank. 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.

(a) On termination of CONTRACT, the SP will transfer all fixed Asset/Basins within the Contract Area to OIL at no cost.

(b) Within ninety (90) days after the termination of this CONTRACT or such longer period as OIL may agree, the SP shall comply with Article 10.9 and any reasonably necessary action as directed by OIL to avoid environmental damage or hazards to human life or to the property of others.

(c) In case of termination of Contract herein set forth, except under Articles 15.1 & 15.2 (in case termination under this Article is not attributable to

the SP), and / or annulment of the contract due to non-submission of Performance Security, following actions shall be taken against the SP:

- i. OIL shall conduct an inquiry against the SP and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the SP, then they shall be put on holiday [i.e. neither any tender enquiry will be issued to such a SP by OIL against any type of tender nor their offer will be considered by OIL against any on-going tender(s) where contract between OIL and that particular SP (as a bidder) has not been concluded] for a period of two years from the date the order for putting the SP on holiday is issued. However, the action taken by OIL for putting that SP on holiday shall not have any effect on other on-going contract(s), if any with that SP which shall continue till expiry of their term(s).

**ARTICLE-16**

**Change of Status of Service Provider**

16.1 The SP shall obtain prior approval of OIL of any Material change in their status, shareholding or relationship or that of any Guarantor of the SP, in particular, where such change would impact on performance of obligations under this CONTRACT.

**ARTICLE-17**  
**INDEMNITY**

- 17.1 The SP shall indemnify, defend and hold OIL harmless against all claims, losses and damages of any nature whatsoever, including, without limitation, claims for loss or damage to property or injury or death to persons caused by or resulting from any Petroleum Operations conducted by or on behalf of the SP.
- 17.2 SP shall indemnify and hold harmless OIL and its representatives, affiliates against all claims, loss, damages, expenses and liabilities arising out of or in relation to the SP's and its representatives, Sub-Contractor's negligence, criminal act, willful misconduct and/or statutory violation/non-compliance.
- 17.3 Environment Damage and Pollution Indemnity:  
The SP shall defend and indemnify OIL against all claims for loss, damage or expense (including Third party Claim, cost of control and/or clean-up of the pollutant etc.), arising from or relating to environmental damage or contamination or pollution, which results in whole or in part from:
- a) The activities undertaken by the SP and/or its representatives/ Sub-Contractor in the Field/Cluster after the effective date,
  - b) Any escape (other than an Uncontrolled Flow) of Reservoir Fluids from SP Items at any point downstream of the primary surface shut-off valve of the well in question,
  - c) Any escape from SP Items or from SP's or any SUBCONTRACTOR's possession or control of any Petroleum Product, pipe dope, garbage, sewage, debris or other substance (excluding Reservoir Fluids) whether or not caused or contributed to by the negligence or breach of duty of SP; and
  - d) Any escape attributable to the Negligence or breach of duty of SP or any SUBCONTRACTOR of any oil emulsion, oil base or chemically treated drilling fluids or of lost circulation and fish recovery equipment when such items are in the possession and control of SP or of any SUBCONTRACTOR.
- 17.4 It is agreed between the Parties that in addition to the aforesaid remedies, OIL shall have right to take any other action under the Contract and/or law as it may deem fit.

**ARTICLE-18**  
**Use of Fixed Assets, Services, stores & spares**

- 18.1 The SP shall have right to use facilities, properties, equipment and other assets of OIL to perform Services in the service contract area as per Scope of Work.
- 18.2 The SP shall have the right, but not the obligation, to use, in connection with Services, all existing wells in the field, the flow lines, feeder lines, gas injection lines between such wells and gathering stations and all electricity lines, gas lines and water lines between the appropriate measurement point and such wells, in addition to certain other fixed assets in the Field or outside the Field that are appropriate for providing services, that are owned/ available to OIL. In addition as part of work program, the Project Manager of SP will work with OIL to create a list of such assets that the SP can use. During the currency of contract, if there is any leakage, damage etc, the SP shall repair or replace any of such assets regardless of the cause of such damage, loss or destruction. The SP shall have no right to use assets identified and list of Assets prepared with OIL at start of services for any purpose other than in connection with Operating Services.
- 18.3 The SP shall safeguard and maintain in good condition, subject to normal wear and tear, all assets of OIL that the SP uses in accordance with GIPIP/ standard industry practices.
- 18.4 The SP may use OIL's in-house services, wherever available, during contract on chargeable basis. Also SP may utilize OIL's outsourced services till their validity on chargeable basis. Any other service which is not listed in the list may also be used on the same principles.
- 18.5 SCADA System
- Any existing or upcoming SCADA system components i.e. RTUs, SCADA operator workstation / PCs shall be maintained by OIL. However, installation & maintenance of any new process control & instrumentation systems or any of its system components, if required by the SP, shall be in the scope of the SP. Process control & instrumentation system shall include field instruments/ meters, associated wiring, controllers/ DCS etc. If any new controller /DCS is required to be installed by the SP, appropriate OPC servers for sharing all acquired process parameters, historic data, alarms &

events, to the existing SCADA system of OIL, shall be implemented by the SP.

- 18.6 Stores & spares available/under order with OIL in contract area shall be handed over to service provider on chargeable basis.
- 18.7 Fire & security services shall be provided by OIL in the installations and by service provider in other field areas. New or additional fire services/security for field operational/installations shall be in the scope of service provider.
- 18.8 Service Provider, at his cost, shall honor all ongoing contracts including O&M contracts by OIL in the contract area till their validity.

## **ARTICLE-19**

### **Abandonment of wells**

- 19.1 No. of wells already identified by OIL for abandonment (if any) is given in information docket. OIL will carry out survey of these sites and will be responsible for the abandonment of these wells.
- 19.2 During currency of contract, if any wells are identified for abandonment, plan will be developed by SP which will be agreed by Management Committee, after examination of same by JPMT and obtaining requisite approvals as per OIL practices. Abandonment job will be executed by SP, accordingly as per plan.
- 19.3 Proper records & documentation will be maintained by JPMT/ OIL for the wells abandoned.
- 19.4 For wells already identified for abandonment by OIL, if the Service Provider wants to take up some job for revival, then same can be taken up by SP after deliberation in JPMT/MC.

## **ARTICLE-20**

### **Service Fees and Payment Terms**

**20.1** Service Fee & Maintenance Fee as US Dollar/bbl for oil & US Dollar/MMBTU for gas will be paid on monthly basis. In case the services start in middle of a month, payment for balance period in that month will be settled.

- a. Payments shall be made to SP on monthly basis on the actual base & incremental profile, which will be settled on annual basis with reference to committed production profile for Base & Incremental Profile.
- b. Payment of Service fees and Maintenance fees will be paid from 'zero date' as defined in the Contract.
- c. No payment shall be made from the date of LOA to 'Zero Date'.
- d. The maintenance fee and the Service Fees for incremental production shall be indexed to the crude oil price / gas price for variation in the price beyond  $\pm 10\%$  of the Brent Crude Oil price and Imported LNG landed price as per Platts 'LNG Daily' for West India DES price respectively on the date of Techno-commercial bid opening (TBO). The variation in maintenance fee and the Service Fees for Incremental Production will be  $\pm 20\%$  of the percentage variation in the crude oil / gas price beyond  $\pm 10\%$  of the price on the date of TBO. However, this indexation shall be subject to Ceiling and Floor price of US \$100/Bbl and \$40/Bbl respectively.
- e. Payment of Service fees and Maintenance fees will be indexed to the crude oil price variation and will be assessed quarterly on the basis of average Brent crude oil price for that particular quarter.
- f. Payment for Oil and Gas production shall be made as follows:  
Oil: Quantity of dispatched crude oil shall be certified by Installation Manager-CTF-TENGAKHAT/JORAJAN on daily basis based on weighted average data.  
Gas: Payment for gas shall be made on the basis of net of internal consumption and flaring and shall be certified by concerned Area Manager.

**20.2** In case the actual revenue after payment of statutory levies is less than the sum total of Service Fees being paid on Incremental Oil & Gas Production and Maintenance Fees for Base Oil & Gas production, then the payment will be restricted to the net actual revenue. OIL as well as the Service Provider



shall have the option to terminate the contract if Net Realized Value to SP is lower than the applicable tariff for a continuous period of 6 months during the currency of the contract.

Above clause should be read in conjunction with Article 15.7B of SCC.

**Payment of invoices/bills:**

**20.3** All Bills along with relevant supporting documents shall be submitted in triplicate addressed to the Surface Manager.

**20.4** Invoices with original supporting documents duly countersigned by the CORPORATION's representative/ engineer wherever applicable will be submitted monthly by the CONTRACTOR to CORPORATION and payment shall be made within 21 (twenty one) calendar days from the date of receipt of invoice at the above office.

The original invoice should also accompany the following documents/details:

***(An indicative list of documents is given below)***

- 1) Along with first invoice issued under GST Law:  
Following documents / details should be invariably furnished along with the first invoice issued under GST law indicating the GST Registration of service provider:
  - a) Copy of valid GST registration certificate
  - b) Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
  - c) Mobile No. (Optional).
  - d) e-mail ID.
- 2) Periodical / Monthly payment:
  - a) Invoice (i.e. Tax invoice as per relevant GST rules, in original and duplicate, clearly indicating GST Registration Number, Service Classification, GST Rate and amount of GST shown separately).
  - b) Insurance policies and proof of payment of premium (As applicable).
  - c) Details of statutory payments like EPF and ESI (as per clause 20.8.1 below), etc., (As applicable).

- d) Undertaking by the contractor regarding compliance of all statutes.
- e) Certificate by the contractor stating that labour have been paid not less than minimum wages (as applicable).

**20.5 Particulars required before releasing payments to foreign CONTRACTOR** (non-resident as per Income Tax Act, 1961):

The particulars as per clause 12.1 of Annexure-I of the Tender Document are invariably required before releasing payments to foreign CONTRACTOR, in accordance with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time).

In addition to the said particulars submitted along with the bid, the CONTRACTOR should also provide any other information as may be required for determining the taxability of the amount to be remitted to the non-resident. Further, the CONTRACTOR shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the said particulars, along with full details.

Bidders should note that any delay in submission of information/documents as per clause 12.1 of Annexure-I within the specified time may lead to the Income Tax Department directing OIL to deduct tax at a higher rate than at which it may otherwise have directed. Such increased tax liability shall be recovered from contractor.

**20.6** In the event of any dispute in a portion or whole of any invoice, the CORPORATION shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

**20.7 OIL's right to question the amounts claimed**

Payment of any invoice shall not prejudice the right of the OIL to question the allowability under this Agreement of any amounts claimed therein, provided OIL, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions

and specifying the reasons thereof. Should OIL so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR.

The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from OIL and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

**20.7.1** Details of statutory payments like EPF and ESI etc.

Wherever applicable, the Contractor (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers. The contractor shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the Corporation from the official website of EPFO (<http://www.epfindia.gov.in>).

(ii) (A) Copy of the online challan endorsed / stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(B) Copy of Return of contribution in respect of ESI for each contribution period of the six months ie. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), contractor shall also furnish the following Certificates:

a. The furnished information is correct to the best of his knowledge.

- b. In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
- c. Before the completion of contract, contractor shall serve one month notice to all his contractual workers, informing that their services will be terminated.
- d. Within one month on completion/expiry of the contract, contractor shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which contractor's Bank Guarantee/ Security Deposit may be withheld by OIL.

Corporation shall maintain these records and verify the deposit of statutory contribution made by the contractors with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the Contractor, the appropriate authority (i.e. Payment Making Authority) in the Corporation, shall verify the details/status of the payment towards EPF/ESI made by the Contractor from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the Contractor is found to be incorrect the Corporation shall take appropriate action against the Contractor.

**Note: Conditions for applicability of above provisions**

Above clause w.r.t. submission of details on EPF and ESI payments shall not be applicable in following types of contracts:

- (a) In those Contracts wherein the services/jobs has been performed exclusively in the premises of the contractor, certificate to the effect is to be submitted by the Contractor that services/jobs to be executed under the contract have been performed exclusively in his premises.

**OR**

- (b) In those contracts also wherein contractor has employed only their full time regular employees for execution of the contract, certificate to the effect is to be submitted by the contractor that for execution of the contract, no contractual

labour has been employed and only full time regular employees of the contractor have been employed.

**OR**

**(c) Fulfillment of conditions at (i) on EPF and (ii) on ESI mentioned below:**

(i) Information sought in above clause pertaining to only EPF shall not be required to be submitted in those contracts wherein the contractor has employed only those of his employees whose pay exceeds Rs. 6500/- per month thereby they are covered under the definition of “Excluded Employee”. Certificate to the effect is to be submitted by the contractor that for execution of the contract, the monthly wages of all employees who have been employed, exceeds to Rs. 6500/- per month or they have been treated as “Excluded Employee”.

(ii) Information sought in above clause pertaining to only ESI shall not be required to be submitted in those contracts wherein the contractor has employed only those of his employees whose pay exceeds Rs. 15000/- per month as in terms of the current provisions of the ESI Act, 1948 an employee whose monthly pay exceeds Rs. 15000/- is outside the purview of the ESI Act. Certificate to the effect is to be submitted by the contractor that for execution of the contract, the monthly wages of all employees who have been employed, exceeds Rs. 15000/- per month. Further, ESI Act, 1948 is applicable only in areas where it has been made applicable by Gazette Notification in this regard. (In the areas of OIL operation, the ESI Act is currently applicable in all areas except the NE States. However, the Act is applicable in Guwahati. Applicability in new areas of operation is to be verified from the office of the ESI Corporation concerned.)

In case a contractor falling under the provisions of the Note mentioned above does not submit the required details on EPF and ESI payments, then in that case, the Contractor shall be required to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

## **ARTICLE-21**

### **Deduction on non-performance**

**21.1** In case the actual production is below base production on Annualized Basis, following deduction(s) shall be applicable from the maintenance fees: -

05% deduction for first financial year after zero date for the shortfall

15% deduction for second financial year after zero date for the shortfall

25% deduction for third financial year after zero date for the shortfall

50% deduction after 3 financial years for the shortfall

**21.2** In case the actual incremental production is below committed incremental production on Annualized Basis, following deduction(s) shall be applicable from the service fees : -

10% deduction on annualized basis after 3 financial years for the shortfall. No deduction for initial 3 financial years from zero date.

Further, in no case total deduction will be more than applicable payout to SP.

**21.3** In case actual incremental production is beyond the committed incremental production on Annualized Basis, a reward of additional 10% on annualized basis over applicable service fees for additional production beyond the committed incremental production shall be given. However, this shall not have any bearing on calculation of maintenance fees.

For example, if 100 Bbl is committed incremental production, and SP produces 120 Bbl, then SP will be entitled for 10% additional service fee on applicable service fee for 20 Bbl.

**21.4** Quality parameters and applicable deduction for the areas

Service provider has to maintain the quality of crude (max BS&W at 0.2%) at custody transfer point/delivery point to OIL as mentioned in the information document. Further following deductions in quoted remuneration fee will be done in case BS&W goes above threshold (adjusted monthly on the basis of weighted average of daily average data):

<b>S.N.</b>	<b>Water Cut level</b>	<b>Deduction \$/Bbl</b>
1	$0.2 < \text{BS\&W} \leq 0.5$	0.10
2	$0.5 < \text{BS\&W} \leq 1.0$	0.15
3	$1.0 < \text{BS\&W} \leq 1.5$	0.20
4	$1.5 < \text{BS\&W} \leq 2.0$	0.25

Quantity of dispatched crude oil will be certified by Installation Manger, on DAILY basis based on weighted BS&W data. There should not be wide variations in daily BS&W % in dispatched crude. OIL may refuse acceptance of crude oil if such variations hamper downstream operations. Current practices of allocation on well/ installation-wise will continue

## **ARTICLE-22**

### **Boarding, Lodging, Logistics & Warehousing**

- 22.1 All boarding, lodging & logistics for SP's personal will be in scope of SP.
- 22.2 Safety & security of SP's personnel & material will be responsibility of SP.
- 22.3 Warehousing for SP's material will be in scope of SP.



## **ARTICLE-23**

### **Handing over of Infrastructure/ Assets created during contract**

- 23.1 SP will maintain detail list of infrastructure/ assets created during contract period.
- 23.2 SP will handover the facilities/ infrastructure/ assets created during contract duration to OIL without any financial implication.
- 23.3 Process of handing over of new infrastructure/ assets created during contract will be decided in JPMT/ MC.

## **ARTICLE-24**

### **Payment related to existing sites/ new sites acquired**

- 24.1 OIL will continue to pay rent for existing installations/ well site, as per prevailing rates.
- 24.2 For new site/ land required for additional facilities, acquisition and related infrastructural work will be done by SP. However rent for such sites will be paid by SP to concerned stakeholders.
- 24.3 All documents related to payment will be maintained by SP and provided to OIL for information and records.
- 24.4 OIL will be owner of the land acquired by SP and all documents as per statutory requirements will be signed by OIL authorized representative.
- 24.5 If drilling is carried out from site available with OIL then OIL will continue to pay the rent for that site.

## **ARTICLE-25**

### **Mobilization of Services**

**25.1** Service Provider shall mobilize all the services/resources within 180 days from the date of LOA.

1. Project Manager & HSE Manager shall be appointed by SP within 15 days of LOA.
2. Safety Officer for each installation shall be appointed by SP within mobilization period of 180 days who shall report to Installation Manager of the respective Installations.
3. Minimum 1 Work Over Rig shall be deployed in each contract area within the mobilization period of 210 days. Rig deployment schedule is to be provided by SP in kick-off meeting.
4. SP shall ensure deployment of manpower and resources for Operation & Maintenance of Installations, Equipment Maintenance, Well Maintenance, Pipeline Maintenance, Well Stimulation, Wire Line, Logging, Artificial Lift, Sub-surface, Chemistry and any other services required for PEC in the contract area during mobilization and currency of the contract.
5. For installations, SP has to deploy Installation co-ordinator, Process Incharge, Safety Officer, Shift operators, Mechanical, Electrical & Instrumentation personnel, helpers and chemistry persons in Chemistry Labs.
6. SP to ensure proper handholding with OIL and should start deploying their manpower at least one month before zero date.
7. Bridging Document to be prepared and finalized by JPMT within 150 days from the formation of JPMT.
8. Mobilization shall be certified by JPMT.

### **25.2**

- (a) Service Provider shall mobilize/deploy minimum 1 Work Over Rig in each contract area within 210 days from the date of LOA. The completion of mobilization would be certified by the JPMT.
- (b) If the CONTRACTOR fails to mobilize and deploy the required resources and / or fails to commence the services within the period specified in sub clause (a) above, OIL shall have, without prejudice to any other right or remedy in

law or contract including sub clause (c) below, the right to terminate the contract.

- (c) If the contractor is unable to mobilize / deploy and commence the services within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the contractor, as an pre-ascertained and agreed Liquidated Damages, a sum equivalent to ½% per week of average annualized Contract value for each week of delay or part thereof, subject to a maximum of 10% of average annualized Contract value, where the contract value is defined as Service fee of committed incremental profile plus Maintenance fee for Base production of 20 years.
- (d) 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 on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- (e) LD will be calculated excluding duties and taxes, where such duties/taxes have been shown separately in the contract.
- (f) The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.
- (g) Mobilization progress will be reviewed on monthly/need basis by JPMT and bimonthly/need basis by MC.

**25.3** Demobilization of services after termination/ exit/ expiry of contract, will be certified by Project Coordinator of OIL.

**25.4** SP may conduct the baseline survey at its own cost within 3 months from LOA during mobilization period w.r.t health, safety and environment implications. The findings of the survey shall be conveyed to JPMT within 15 days of completion of baseline survey. In case both the parties i.e. OIL and SP are not in agreement with respect to rectification of materially adverse

findings within the stipulated mobilization period, SP will have option of exiting the contract without PBG/ Bid bond getting invoked, within 45 days after OIL's communication of disagreement on the rectifications.

## **ARTICLE-26**

### **EXIT CLAUSE**

#### **26.1 Exit clause:**

After completion of 03 years from the zero date, the SP will have an option for exiting the contract by giving valid reasons impacting continuation of contract, with a notice period of 210 days. In case of such exit, applicable deductions on shortfall, if any, in baseline and incremental production for the notice period shall be imposed on SP. A penalty of 10% of applicable maintenance fee plus service fee for the notice period (over and above applicable deductions on shortfall in baseline and incremental production) shall be imposed in case of such exit by SP. However there would be no invocation of PBG on account of such exit.

## **ARTICLE-27**

### **USE & HANDLING OF RADIOACTIVE MATERIAL**

The corporation acknowledges, that it is aware that the radioactive sources used in operations by the contractor are potentially dangerous both to humans and to animals and should any such source be lost in the well, special precautions must be taken in fishing operations in order that the container of the source is not broken or damaged, and that such source if not recovered must be isolated by cementing it in place or by some other appropriate means; and Service Provider by performing any service involving the use of radioactive material accepts the possibility of such risks and agrees to take responsibility for any injury to or death or persons or damage to property or any other loss or damage whatsoever, direct or consequential, irrespective of the cause, whether caused by the Sub-contractors personnel or Equipment or otherwise, arising from or in any way connected with the use or placing by the contractor of radioactive material in a bore hole. The Service Provider shall provide the corporation complete information on the construction of radioactive sources, pressure vessels and shields and certificates on usability and safety. The Service Provider shall not use any material, which is not certified by the international Atomic Energy Agency (I.A.E.A) for use under the conditions prevailing in the well.

## **Article-28**

### **Responsibility Matrix**

S.N.		OIL	Service Provider	Remark
1	Mobilisation of Resources/ services within 06 months of LOA		✓	
2	Submission of profile in line with FDP		✓	
3	Responsibility for base and incremental production.		✓	
4	Conceptualization and implementation of Reservoir maintenance, redevelopment, IOR/EOR schemes.		✓	Agreement by JPMT/MC
5	Resolution of pending issues related to environment, land acquisition, ROU/ROW prior to start of PEC.	✓		
6	Resolution of issues w.r.t environment, land acquisition, ROU/ROW and others emerged after start PEC.		✓	Necessary assistance will be provided by OIL
7	Creation of new facilities and maintain/upkeep of these.		✓	
8	Management / maintenance of existing infrastructure like surface facilities, installations/pipelines and well sites.		✓	
9	Planning and arranging supply of power to new well sites and facilities created at new sites, including all associated Elect & Civil works ( this also includes approach to new sites)		✓	
10	Environmental/ Cleanup liability after start of PEC		✓	
11	Security & other Defence clearances from Ministry of Home & Defence and other statutory clearances (only assistance will be provided by OIL)		✓	
12	Port & Custom Clearances		✓	



	for SP's material & Equipment			
13	Boarding & Lodging for SP personnel		✓	
14	Logistics & warehousing for SP's material & equipment		✓	
15	Environmental clearance for new activity like survey & drilling etc		✓	
16	License & Permit to access location	✓		
17	Satisfactory permissions like DGMS, PESO, & others ( SP to give information on new facilities created)	✓		Article 29
18	Mining Lease (ML) renewal	✓		Article 29
19	SCADA system	✓		
20	Fire Services in Field Area	✓	✓	Article 20
21	Security Services in Field Area	✓	✓	Article 20
22	Acquisition of land for new drill sites/surface facilities and payment of rents		✓	
23	Abandonment of well sites identified prior to start of PEC	✓		
24	Abandonment of well sites identified after start of PEC		✓	
25	All other action necessary for successful execution of PEC		✓	

BEC-Compliance matrix			Proforma-BEC
To Tender no. CDG9977L19			
	Name of the Bidder		
BEC/BRC clause	BEC/BRC Requirement	Indicate Confirmed/Not confirmed/Not applicable	Corresponding File/Page no. in the Technail Bid
<b>A.</b>	<b>TECHNICAL EVALUATION CRITERIA:</b>		
1.0	Service Provider should be a registered company / LLC. Service Provider and should have a minimum 3 years of experience in executing PEC Contract in the last 10 years.		
2.0	Service Provider should have a minimum cumulative aggregate investment of USD 300 million in the above mentioned PECs.		
3.0	In support of the experience, the bidder must furnish documentary evidences, at least self-certified. The bidder must furnish the names and addresses of the clients along with the name & nature of the projects in the bid.		
4.0	Service Provider shall bid incremental production profile for the entire contract period of 15 years. Owner's requirement of the minimum incremental quantum of production, expressed in terms of percentage of baseline production, during the first 05 years reckoned from the start of service operations under the contract is stipulated at Appendix-I of the BEC. Service Provider's quoted incremental quantum of production, expressed in terms of percentage of baseline production, for the first 05 years reckoned from the start of service operations under the contract should not be less than the minimum incremental quantum of production required by the Owner. Bids not complying with this criteria shall be rejected.		
5.0	Service Provider shall submit in their Techno-Commercial bid the Field Development Plan (FDP) as per the format provided at Appendix-III of the Bid Evaluation Criteria. The Field Development Plan of the Service Provider shall clearly indicate the no. of development wells, no. of work over jobs, no. of well stimulation jobs, artificial lift optimization plan, water injection optimization plan etc., which shall be commensurate with the incremental production profile quoted by the Service Provider.		
6.0	Further, in the opinion of Owner, if the incremental production quoted by the Service Provider is considered unachievable based on the physical plans as provided in the FDP submitted by the Service Provider, Owner may, at its option, seek supplementary information / details explanation / clarifications from Service Provider to justify the incremental production quoted by them and in case, the incremental production quoted by the Service Provider is still considered infeasible / unachievable in the opinion of OIL, then the bid of such Service Provider shall be rejected.		
7.0	The bidder must confirm in their bid the availability of state-of-the-art geological modelling software (PETREL/ ROXAR or similar) and simulator (ECLIPSE/ PETREL RE/ NEXUS / CMG STAR or similar suite of software. OIL's personnel will be allowed free access to the use of the software during the course of this study.		
8.0	Bid should be complete by covering all the Scope of Work and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues /literatures wherever required. Incomplete and non-conforming bids will be rejected outright.		
9.0	The Bidder must confirm to mobilize the services within 180 days from issue of LOA. Offers indicating mobilization time more than 180 days from the date of issuance of LOA will be summarily rejected.		
<b>B.</b>	<b>FINANCIAL EVALUATION CRITERIA:</b>		
	In the un-priced bid, the bidder will submit a 'certificate of compliance' (as per format attached at Annexure-C) to the effect that the financial parameters of the bidder are equal to or more than required value as mentioned under Commercial Evaluation criteria clause no. 10.1 (below) . In case the information contained in the 'certificate of compliance', is found to be incorrect later on after opening of price bids, then their bids will be rejected in case the bidder is not actually meeting the required financial criteria."		
	<b>Note: OIL reserves the right to ask for any Original or other relevant document to verify the certification.</b>		
<b>C.</b>	<b>COMMERCIAL EVALUATION CRITERIA:</b>		
1.0	Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the Price Bid Format.		

	<p>However, the following documents should be submitted in physical form, in a sealed envelope superscribed as "Physical documents against e-procurement Tender Number <b>CDG9977L19</b>, due on ..... to be opened by Tender Opening Officers at 1400 Hrs, on due date for opening of bid" to the office of CGM - Contracts Department, Duliajan on or before 12:45 Hrs. of the closing date specified for submission of bid through e-bidding portal.</p> <p>i) The Original Bid Security.</p> <p>ii) The "Power of Attorney" or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of OIL only.</p> <p>A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.</p> <p>iii) Any other documents required to be submitted in physical form as per tender requirement.</p>		
2.0	Bids should be valid for 120 Days. Bids with shorter validity will be rejected as being non-responsive.		
3.0	Bid Security for an amount of US\$ 700,000 /Rs. 5 Crore in Original shall be furnished as a part of the Technical Bid and shall reach OIL's designated office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.		
4.0	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.		
5.0	Acceptance of Terms & Conditions: The bidder must confirm unconditional acceptance of Instruction to Bidders at Part-1, General Conditions of Contract at Part-3 (Section – I) and Special Conditions of Contract at Part-3 (Section – III).		
6.0	The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.		
7.0	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.		
8.0	The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.		
9.0	Personnel and Corporate Taxes: Bidder shall bear, within the quoted rates, the Personnel Tax, as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.		
10.0	<b>Criteria for ascertaining Financial Capability of the Bidders:</b>		

10.1	<p>All the below mentioned applicable criteria shall be met by the bidders:</p> <p>i. Turnover of Service provider: 50% of annualized bid value or more:</p> <p>ii. Net-worth of Service provider: 15% of annualized bid value or more</p> <p>iii. Working Capital: 15% of annualized bid value or more.</p> <p>Annual Financial Turnover of the bidder in any of preceding three financial / accounting years, reckoned from the original Bid closing date will be considered for evaluation.</p> <p>Net-worth shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.</p> <p>Net-worth, working capital shall be based on the latest Audited Consolidated Annual Financial Statements of the bidder with all its subsidiaries.</p> <p>Note: Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far'.</p>		
10.1.1	<p>For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid:-</p> <p>i) A certificate issued by a practicing Chartered /Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in Appendix - III to BEC</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p>		
10.1.1.1	<p>In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>		
10.1.1.2	<p>In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.</p>		
10.1.2	<p>The basis of bid value shall be the price quoted by the bidder including duty and taxes, if any, which is taken into consideration for evaluation. However, in case Customs duty in respect of foreign bidders is not a part of their quotation, it shall not form basis for determining the bid value.</p>		
10.1.3	<p>The bid value shall be determined / worked out considering the Service Fees for Incremental Production multiplied by the production as per the 15 years production profile submitted by the bidder plus Maintenance Fee for the 15 years period. The annualized bid value shall be the bid value as determined above divided by 15.</p>		
10.1.4	<b>Bidder shall be a single entity which includes Incorporated Joint Venture.</b>		
	<b>(i) Following documents to be submitted by the bidder:</b>		
	a. The bidder shall submit its Audited consolidated financial statement with all its subsidiaries which shall be the basis for meeting the requirement under Financial Criteria.		
	b. In cases where the bidding/ supporting company are not required to prepare consolidated financial statement as per the statute of the country of the bidding /supporting company as applicable, the bidder shall provide justification for the same along with certificate from a practising Chartered Accountant or equivalent to this effect. In such cases the bidder shall submit the consolidated financial account as per the accounting standards of the country of the bidding/ supporting company as the case may be, duly certified by the practicing chartered accountant or equivalent.		

	(ii) Net worth shall mean: "Share capital + Reserves created out of profits and securities premium account (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".		
	(iii) The Financial Statements should be audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases of foreign bidders and where Statutory Audit is not required as per law, financial statement should be audited by Chartered Accountant Firm or equivalent (In case of foreign bidder).		
	(iv) Bidder will provide a statement containing the value of each financial parameter required in the tender based on bidder's audited consolidated financial statement as defined in BEC.		
	(v) Confirmation to the effect whether the bidder is quoting on his own financial capability or on the financial capability of his supporting company		
	A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:-		
	i. The bidder is supported by a supporting company which holds more than fifty percent of the paid up equity share capital of the bidder either directly or through immediate subsidiaries		
	ii. The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.		
	iii. Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Proforma K.		
	In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company has 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries.		
	In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.		
	iv. In such cases, all applicable financial parameters viz. Turnover, Net-worth, working capital of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.		
	v. Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:		
	a) Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.		
	b) A Corporate Guarantee from the supporting company in the prescribed format at Proforma -L.		
	c) A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company.		
	d) Authorisation letter from one of the Directors of Supporting Company authorising the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.		
	e) <u>Undertaking</u> shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at Proforma-K.		
	Note:		
	In case Supporting company fails to submit Bank Guarantee as above, EMD/Security Deposit submitted by the bidder shall be forfeited.		
	f) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the contractor, the PBG provided by supporting company shall be invoked by OIL due to non-performance of the contractor.		
	The above certificates/ undertakings should be of a date after Tender publication date.		
	(vi) Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.		

	If the bidder's working capital is inadequate in meeting the tender requirements, then the bidder can make good this shortfall through a line of credit confirming the availability of unutilized line of credit for meeting the shortfall from his banker, through a letter specifically mentioning the tender number. The line of credit should be from Scheduled Commercial Bank working in India or foreign bank in India.		
	(vii) In the tender, if there is specific provision allowing bidders to quote part quantity for each item/ category / group (evaluation in that case being done item wise /category wise/ group wise), then bidder should meet financial criteria required for the item/category/group and being offered by the bidder. In case the bidder quotes for more than one item/category/group, then the bidder has to comply with the financial parameters after adding up all the item/category/group quoted by them in the tender.		
	(viii) Above financial criteria shall also be applicable for cases where delivery / contract period for supply of goods / services/turnkey projects is less than one year, treating the bid value as the annualized bid value.		
11.0	Any Bid containing false statement or false information or misleading information will be rejected.		
12.0	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.		
13.0	Bidders shall quote directly and not through their agents/ Representative/Retainer/Associate through India. Offers made by Indian agents/ Representative/Retainer/Associate on behalf of their foreign principals will be rejected. One Indian agent /Representative/ Retainer/ Associate cannot represent more than one foreign principal.		
14.0	14.0 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 & Labour Law viii) Termination Clause ix) Integrity Pact		
15.0	The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. <b>All the documents uploaded shall be digitally signed by the authorized signatory of the bidder by the person as per power of attorney submitted.</b>		
16	Offers not accompanied with a copy of valid GST registration certificate under GST Legislation of India. In case of foreign bidders, if GST registration certificate is not available at the time of submission of bid, the bidder shall submit an undertaking to provide copy of the same along with first invoice. (Not applicable for supply of Service by foreign service provider providing services from outside India who do not have any fixed place of business or residence in India. Such bidder shall provide undertaking to that effect)		
17	Indian agent is not permitted to represent more than one foreign bidder (Contractor) in a particular tender. In case an Indian agent represents more than one foreign bidder (Contractor) in a particular tender, then offers of such foreign bidders shall be rejected in that tender.		
<b>D.</b>	<b>PROCEDURE TO BE FOLLOWED FOR BID EVALUATION</b>		
	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		

**PRICE FORMAT****TENDER NO.CDG9977L19 :PRODUCTION ENHANCEMENT CONTRACT**

<b>Group-1 : Tengakhat</b>				
<b>Sl. No</b>	<b>Description</b>	<b>Rate in USD without GST</b>	<b>GST (% and GST amount)</b>	<b>Rate in USD including GST</b>
1	Service Fees for Incremental Production per barrel of Oil	US \$ per barrel		
2	Service Fees for Incremental Production per MMBTU of gas	US \$ per MMBTU		
3	Maintenance Fee for base production as a percentage of Service Fees for Incremental Production per barrel of OIL	% of Sl. No. 1 above		
4	Maintenance Fee for base production as a percentage of Service Fees for incremental production per MMBTU of gas	% of Sl. No. 2 above		

The evaluation will be based on the PV calculation as under:

PV of [(Net Incremental production of oil x Net price of oil) + (Net incremental production of Gas x Net price of Gas) – (Net Incremental production of Oil x Service Fees for Incremental Production of Oil) - (Net Incremental production of Gas x Service Fees for Incremental Production of Gas) + (Base line Production of Oil x (Ceiling maintenance fee of oil - quoted maintenance fee of oil)) + (Base line Production of Gas x (Ceiling maintenance fee of gas - quoted maintenance fee of gas))]

where

Net Oil is net of BS&W.

Net gas production is net of internal consumption and flaring.

Net Price of Oil is net of applicable levies which is USD 42.53 at gross price of USD 64.04 per bbl.

Net price of Gas is net of levies which is USD 3.05 at gross price of USD 3.36 per MMBTU.

The above prices shall be considered for the purpose of bid evaluation.

The PV shall be calculated considering the incremental production for 15 years as per the production profile submitted by the bidder.

**Notes:**

- (i) The Bidder to quote the Service Fees as US \$ per bbl for incremental production of Oil and Service Fees as US\$ per MMBTU for Incremental Production of gas and Maintenance fee as a % of Service

Fees for Incremental Production for both Oil and Gas which shall not be higher than the ceiling percentage, i.e. **50%**. Bids having maintenance fee more than the ceiling percentage shall be rejected.

- (ii) The contractor shall provide monthly base and incremental production profiles for each financial year one month in advance prior to start of the next financial year. However, no payment for base production shall be made for the initial 6 months period of resource mobilization.
- (iii) Payments shall be made to the Service Provider on quarterly basis which may be settled on annual basis with reference to committed production profile as submitted in the bid.
- (iv) The maintenance fee and the Service Fees for incremental production shall be indexed to the crude oil price / gas price for variation in the price beyond 20% of the Brent Crude Oil price and Imported LNG landed price as per Platts 'LNG Daily' for West India DES price respectively on the date of Techno-commercial bid opening (TBO). The variation in maintenance fee and the Service Fees for Incremental Production will be 10% of the percentage variation in the crude oil / gas price beyond 20% of the price on the date of TBO.
- (v) The Measurement, BS&W factor and other quality aspects of Oil and Gas will be as per the tender document.
- (vi) In case the actual revenue from incremental production after payment of statutory levies is less than the sum total of Service Fees being paid on Incremental Oil & Gas Production, then the payment will be restricted to the net actual revenue.
- (vii) **Bids will be evaluated after inclusion of GST on service fees.**

**Seal & Signature of the Bidder**



**PRICE FORMAT****TENDER NO.CDG9977L19 :PRODUCTION ENHANCEMENT CONTRACT**

<b>Group-1 : Jorajan</b>				
<b>Sl. No</b>	<b>Description</b>	<b>Rate in USD without GST</b>	<b>GST (% and GST amount)</b>	<b>Rate in USD including GST</b>
1	Service Fees for Incremental Production per barrel of Oil	US \$ per barrel		
2	Service Fees for Incremental Production per MMBTU of gas	US \$ per MMBTU		
3	Maintenance Fee for base production as a percentage of Service Fees for Incremental Production per barrel of OIL	% of Sl. No. 1 above		
4	Maintenance Fee for base production as a percentage of Service Fees for incremental production per MMBTU of gas	% of Sl. No. 2 above		

The evaluation will be based on the PV calculation as under:

PV of [(Net Incremental production of oil x Net price of oil) + (Net incremental production of Gas x Net price of Gas) – (Net Incremental production of Oil x Service Fees for Incremental Production of Oil) - (Net Incremental production of Gas x Service Fees for Incremental Production of Gas) + (Base line Production of Oil x (Ceiling maintenance fee of oil - quoted maintenance fee of oil)) + (Base line Production of Gas x (Ceiling maintenance fee of gas - quoted maintenance fee of gas))]

where

Net Oil is net of BS&W.

Net gas production is net of internal consumption and flaring.

Net Price of Oil is net of applicable levies which is USD 42.53 at gross price of USD 64.04 per bbl.

Net price of Gas is net of levies which is USD 3.05 at gross price of USD 3.36 per MMBTU.

The above prices shall be considered for the purpose of bid evaluation.

The PV shall be calculated considering the incremental production for 15 years as per the production profile submitted by the bidder.

**Notes:**

- (i) The Bidder to quote the Service Fees as US \$ per bbl for incremental production of Oil and Service Fees as US\$ per MMBTU for Incremental Production of gas and Maintenance fee as a % of Service

Fees for Incremental Production for both Oil and Gas which shall not be higher than the ceiling percentage, i.e **50%**. Bids having maintenance fee more than the ceiling percentage shall be rejected.

- (ii) The contractor shall provide for quarterly base and incremental production profiles for each financial year one month in advance prior to start of the next financial year. However, no payment for base production shall be made for the initial 6 months period of resource mobilization.
- (iii) Payments shall be made to the Service Provider on quarterly basis which may be settled on annual basis with reference to committed production profile as submitted in the bid.
- (iv) The maintenance fee and the Service Fees for incremental production shall be indexed to the crude oil price / gas price for variation in the price beyond 20% of the Brent Crude Oil price and Imported LNG landed price as per Platts 'LNG Daily' for West India DES price respectively on the date of Techno-commercial bid opening (TBO). The variation in maintenance fee and the Service Fees for Incremental Production will be 10% of the percentage variation in the crude oil / gas price beyond 20% of the price on the date of TBO.
- (v) The Measurement, BS&W factor and other quality aspects of Oil and Gas will be as per the tender document.
- (vi) In case the actual revenue from incremental production after payment of statutory levies is less than the sum total of Service Fees being paid on Incremental Oil & Gas Production, then the payment will be restricted to the net actual revenue.
- (vii) **Bids will be evaluated after inclusion of GST on Service fees.**

**Seal & Signature of the Bidder**

**Appendix-1****Incremental production profile to be submitted by the Service Provider**

Sl No.	Year	Incremental Production		
		Oil (Barrel)	Gas (MMSCM)	O+OEG (MMboe)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				