

NOTICE INVITING TENDER

SUBJECT: IFB NO. CDH8338L22 for “Hiring of Services for Real Time Production Monitoring and Analysis (RTPM) Project under DRIVE Initiative”.

The above tender has been issued to the following limited parties:

- a) ABB India Ltd., Bengaluru, India
- b) Schlumberger Solutions Private Limited, Gurgaon, India
- c) Yokogawa India Limited, Kolkata, India
- d) Emerson Process Management India Pvt Ltd., Navi-Mumbai, India
- e) Halliburton India Operations Private Limited, Mumbai, India
- f) Weatherford OIL TOOL M.E. LTD., Mumbai, India



GeM
Government
e Marketplace

Report ID: GEM/GARPTS/21092021/E0UB49RKUGTT

Report Name: OIL INDIA LIMITED

Generated By: Tridip Kalita , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 21/09/2021

Valid till: 21/10/2021

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: Hiring of services for real time production monitoring and analysis under Project Drive Initiative

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.



FORWARDING LETTER

M/s _____

Sub: IFB No. CDH8338L22 for 'Hiring of Services for Real Time Production Monitoring and Analysis (RTPM) Project under DRIVE Initiative'.

Dear Sirs,

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

2.0 In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced Contractors through OIL's e-procurement site for **'Hiring of Services for Real Time Production Monitoring and Analysis (RTPM) Project under DRIVE Initiative'**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	IFB No. /E-Tender No.	:	CDH8338L22
b)	Type of Bidding	:	Limited Indigenous e-Tender: Single Stage-Two Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	26th October 2021 [11:00Hrs (IST)]
e)	Technical Bid Opening Date & Time	:	26th October 2021 [14:00Hrs (IST)]

f)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of General Manager-Contracts (HOD) Contracts Department, Oil India Limited, Duliajan -786602, Assam, India.
i)	Bid Validity	:	120 (one hundred twenty) days from actual Bid Closing date
j)	Mobilization Time	:	As defined in the tender
k)	Bid Security Amount	:	Not Applicable
l)	Bid Security Validity	:	Not Applicable
m)	Amount of Performance Security	:	3% of Total Contract value
n)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
o)	Location of job	:	Hapjan OCS, Eastern Asset, OIL, Assam
p)	Duration of the Contract	:	04 Years 08 Months (including 1 year warranty period for both software solution and instrumentation, hardware components and post warranty AMC for 3 years). Shall be counted 15 days from the date of issuance of LOA or completion of mobilization, whichever is earlier (the date of commencement of operation).
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 10 of Part-3, Section-III (Special Conditions of Contract).
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Bids to be addressed to	:	General Manager-Contracts (HOD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
t)	Pre-Bid Conference	:	Tentatively scheduled on 5TH October, 2021
u)	Last Date for receipt of Pre-bid Queries	:	1ST October, 2021 (Queries received after 01.10.2021 will not be entertained)

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

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

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's 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.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

4.2 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.

4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes 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. will not be responsible.

4.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

4.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.

4.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

4.5 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.

4.6 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).

5.0 **PRE-BID CONFERENCE:**

5.1 A Pre-Bid Conference is tentatively scheduled to be held on **5th October, 2021** through **Video Conference (VC)** to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who want to participate in the pre-bid conference must confirm their participation and forward the **e-mail IDs and contact details of maximum 2(two) representatives** along with their pre-bid queries to email ID: contracts@oilindia.in , if any latest by **1st October, 2021**. The link for VC shall be forwarded to the nominated representatives nearer the scheduled date of pre-bid conference.

5.2 It is recommended to the prospective Bidders to attend the pre-bid conference and to make site visits to familiarize themselves with all the salient features of terrain and available infrastructure in OIL's operational areas. This will help the bidder to understand the total requirement for proper bidding.

5.3 Maximum two (2) representatives from each prospective Bidder, who registered themselves against the tender shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.

5.4 The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Courier addressed to GM-Contracts (HOD), Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **1st October, 2021**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond **01.10.2021** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

5.5 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who have registered against the tender. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid(s) shall be rejected outright against this tender.

5.6 The exact date and venue of pre-bid conference will be intimated later on. The Pre-Bid conference may be held through VC as well.

6.0 **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, the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the 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. Undertaking of authenticity of information/documents submitted as per **Proforma-S** should be submitted along with the technical bids.
- iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the GM-Contracts (HOD) in presence of the authorized representatives of the bidders.
- vi) 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. 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 can 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.

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

RFx Response Version Number: Active Version RFx Version Number: 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Notes

Clear

Category

Conditions of Participation -Empty-

Bid Invitation/Auction Text -Empty-

Bidder's Remarks -Empty-

Purchaser's Remarks -Empty-

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

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

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

Go to this Tab **“Technical Attachments”** for Uploading **“Technical Bid”** files.

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

Notes:

- * 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.

viii) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B”** under **“Notes & Attachment”** and additionally fill up the **on-line field “Total Bid Value”** under **“RFx Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

Create RFX Response

Submit | Read Only | Print Preview | Check Technical RFX Response | Close

RFX Response Number 60038748 RFX Number 1396 Status In Process

RFX Owner BHARALI Total Value 0.00 INR

RFX Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Callouts:

- Bidder to select the currency of the Response
- "Total Bid Value" is mandatory in "No Price"
- "Total Bid Value" considering all the

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format: Proforma-B" under "Notes & Attachments" tab page.

7.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F.No. 6/18/2019-PPD dated 23.07.2020** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

- 7.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- 7.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency

branch or office controlled by such person, participating in a procurement process.

7.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

7.4 The beneficial owner for the purpose of para 7.3 above will be as under:

7.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

7.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

7.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- 7.4.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 7.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 7.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 7.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.
- 7.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 7.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 7.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 8.0** OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(T. Kalita)
MANAGER – CONTRACTS
FOR GM – CONTRACTS (HOD)
FOR RESIDENT CHIEF EXECUTIVE

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

1.0 Eligibility of the bidder:

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 Bid Documents:

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

- a) A Tender Forwarding Letter
- b) Instructions to Bidders, (Part-1)
- c) Bid Evaluation Criteria, (Part-2)
- d) General Conditions of Contract, (Part-3, Section-I)
- e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- f) Special Conditions of Contract, (Part-3, Section-III)
- g) Schedule of Rates, (Part-3, Section-IV)
- h) Estimated CIF value of items at the time of import, (Proforma-A)
- i) Price Schedule Format, (Proforma-B)
- j) Bid Form, (Proforma-C)
- k) Statement of Non-Compliance, (Proforma-D)
- l) Bid Security Declaration (Proforma-E)
- m) Performance Security Form, (Proforma-F)
- n) Sample Agreement Form (Proforma-G)
- o) Proforma of Letter of Authority (Proforma-H)
- p) Authorisation for Attending Bid Opening (Proforma-I)
- q) Financial Turnover, Networth & Working Capital Certificate (Proforma -J)
- r) Safety Measures (Proforma – K)
- s) Proforma of Bank Guarantee towards Purchase Preference-Local Content (Proforma –L)
- t) Integrity Pact (Proforma-M)
- u) Format of agreement between bidder & their parent/100% subsidiary company (Proforma-N)
- v) Format for parent company/subsidiary company guarantee (Proforma-O)
- w) Patent/Ultimate parent company's corporate guarantee towards financial standing (Proforma-P)
- x) Format of agreement between bidder, their sister subsidiary & ultimate parent company (Proforma-Q)
- y) Form of PBG for ultimate parent/supporting company (Proforma-R)
- z) Undertaking of authenticity of information/documents submitted (Proforma-S)
- aa) Certificate of Compliance of Financial Criteria (Proforma-T)
- bb) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-U).

- cc) Undertaking by TPI (Proforma-V)
- dd) Other Annexures, Appendices, Exhibits & Checklists.

- 2.2 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.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.

3.0 Transferability of bid documents:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 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(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 Preparation of Bids

- 5.1 Language of Bids:
 - 5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by

the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's/Agent's Name & address:

5.2.1 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.

5.3 Documents comprising the bid:

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

(A) Technical Bid (to be uploaded in "Technical Attachments" tab)

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security Declaration as per Proforma-E.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Non-compliance as per Proforma-D.
- f) Proforma-A: List of items to be imported without the CIF values.
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-M attached with the bid document to be digitally signed by the bidder's Authorised representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, No price should be mentioned in the "Technical Attachments" tab.

(B) Price Bid (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Price-Bid Format as per Proforma-B
- b) Bid Form as per Proforma-C
- c) Proforma-A showing the items to be imported with the CIF values

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

6.0 Bid Form:

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

7.0 Bid Price:

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. 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.

8.0 Currencies of bid and payment:

Bidders shall submit their bid only in Indian Rupees and they will be paid in Indian Rupees only.

8.1 DELETED

8.2 DELETED

9.0 Documents establishing bidder's eligibility and qualifications:

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

10.0 Bid Security: Not Applicable, however bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-E)

11.0 DELETED

12.0 PERIOD OF VALIDITY OF BIDS:

- 12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter 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.

- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 **Signing & submission of bids:**

13.1 Signing of bids:

- 13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

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

- 13.1.2 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.
- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.
- 13.2 Submission of bids:

The tender is processed under Single Stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form

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

- a) Printed catalogue and literature if called for in the bid document.
- b) Power of Attorney for signing of the bid digitally.
- c) Any other document required to be submitted in original as per bid document requirement.

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

- 13.2.1 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.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 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.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

14.0 DELETED

15.0 Deadline for submission of bids:

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

- 15.2 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.
- 15.3 The documents in physical form as stated in Para 13.2 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.

16.0 Late Bids:

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

17.0 Modification and withdrawal of bids

- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 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 debarment of bidder from participation in future tenders of OIL.

18.0 Extension of bid submission date

- 18.1 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.

19.0 Bid opening and evaluation

- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, 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 Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.

- 19.2 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.
- 19.3 Bids which have been withdrawn pursuant to clause 17.0 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.
- 19.4 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.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

20.0 Opening of priced bids

- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

21.0 DELETED

22.0 Evaluation and comparison of bids

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

22.1 Discounts / rebates

- 22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.1.2 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.
- 22.2 DELETED
- 22.3 DELETED
- 22.4 DELETED

23.0 Contacting the company

- 23.1 Except as otherwise provided in Clause 19.0 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 19.5.

- 23.2 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.

24.0 Award of contract

24.1 Award criteria

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

25.0 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.

26.0 Notification of award

- 26.1 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.

- 26.2 The notification of award will constitute the formation of the Contract.

- 26.3 DELETED

27.0 Performance security:

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0.

28.0 Signing of contract

- 28.1 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.

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

- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

(Signing of the Contract may be done at the place of award in presence of both parties)

29.0 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.

30.0 Mobilisation and advance payment

- 30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

31.0 Integrity pact:

- 31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-M 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.
- 31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

- 31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.
- 31.4 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries & Public Enterprises, E-mail: sutanu2911@gmail.com
 - b. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture; E-Mail: rudhra.gangadharan@gmail.com
 - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, E-mail: Ops2020@rediffmail.com

32.0 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.

33.0 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.

34.0 Purchase preference policy-linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of

MoPNG shall be applicable in this tender. [copy of the notification is enclosed as **APPENDIX-I**]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on **Purchase preference**. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

- 34.1 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.
- 34.2 Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as Proforma-L) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

END OF PART-1

&&&&

PART-2
BID EVALUATION CRITERIA (BEC)

GENERAL CONFORMITY: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL CRITERIA

- 1.1.1 The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020** by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (above 20%) and such undertaking shall become a part of the contract, if awarded.
- (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- (d) Bidder to submit a copy of their Certificate of Incorporation in India.

1.1.2 **EXPERIENCE:**

- i. The bidder should have experience of successfully completing at least one (1) project of supply, installation, and commissioning of field instruments (measuring devices and wireless network devices) in production domain of **upstream Oil & Gas** in India or abroad in the last 10 (Ten) years reckoned from the Original Bid Closing Date.
- ii. The bidder should **either** have experience of successfully completing at least one (1) project of supply, installation, and commissioning of software solution for Production Data Management System or equivalent software comprising of production data management modules in production domain of upstream Oil & Gas in India or abroad under a single contract in the last 10 (Ten) years reckoned from the Original Bid Closing Date **or** should have experience of successfully completing at least one (1) project of supply, installation, and commissioning of process simulation and modelling software solution in production domain of upstream Oil & Gas in India or abroad under a single contract in the last 10 (Ten) years reckoned from the Original Bid Closing Date.
- iii. The bidder should have experience of successfully completing at least 01 (one) virtual flow metering model, 01 (one) flow line wax deposition model and 01 (one) blockage detection model using the proposed process simulation software for an upstream Oil and Gas organization in India or abroad in the last 10 (Ten) years reckoned from the Original Bid Closing Date.

Notes to BEC Clause 1.1.2

(A)

- I. For proof of requisite Experience (Clause Nos. 1.1.2 i & 1.1.2 ii. mentioned above), following documents/ photocopy (self-attested/attested) must be submitted along with the bid:
 - A. Contract document showing details of work
 - AND
 - B. Job Completion Certificate showing:
 - (i) Gross value of job done
 - (ii) Nature of job done and Work order no. / Contract no.
 - (iii) Contract period and date of completion
 - OR
 - C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - (i) Work order no. / Contract no.
 - (ii) Gross value of jobs done
 - (iii) Period of Service
 - (iv) Nature of Service
 - (v) Any other document(s) which can substantiate the experience

- II. For proof of requisite Experience (Clause No. 1.1.2 iii. mentioned above), self-certification must be provided by the CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization showing details of work, nature of job done and work order no./contract no. along with contract period and date of completion.
- III. In case the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria as mentioned above, a certificate, in original, certifying all the required information (WO/PO number, Executed Value, brief scope of the project, Completion date, etc.), issued by CEO / CFO / Managing Director/Authorized Signatory of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/firm) may be submitted. Bidder will also need to provide client references for OIL to conduct reference call as desired.
- (B) Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
- (C) Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1.2 i., 1.1.2 ii. & 1.1.2 iii. will only be treated as acceptable experience.
- (D) Work (as required in Clause Nos. 1.1.2 i., ii. & iii.) executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- (E) Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause Nos. 1.1.2 i., ii. & iii.
- (F) **Bid from Indian Company/Indian Joint Venture Company with Technical Collaboration/Joint Venture Partner:**
In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per Clause No. 1.1.2, may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are met:
- (i) The primary bidder who is incorporated in India and maintains more than 20% local content for the offered services as mentioned in Clause No. 1.1.1 above shall **either** have,
- a) Working experience of Supply, installation, and commissioning of field instruments (measuring devices and wireless network devices) (not mentioned earlier) in the domain of upstream Oil and Gas client in India or abroad under a single contract in last 10 (ten) years reckoned from the Original Bid Closing Date.

OR

- b) Working experience of supply, installation, and commissioning of software solution for Production Data Management System or equivalent software comprising of production data management modules in production domain of upstream Oil & Gas in India or abroad under single contract in the last 10 (ten) years reckoned from the Original Bid Closing Date..

OR

- c) Working experience of supply, installation, and commissioning of supply, installation, and commissioning of process simulation and modelling software solution in production domain of upstream Oil & Gas in India or abroad under single contract in the last 10 (ten) years reckoned from the Original Bid Closing Date.

In this regard the primary bidder must submit all relevant documents from **Technical Collaboration/Joint Venture Partner** establishing experience as per **Notes to BEC Clause 1.1.2** above.

- (ii) Only the independent experience of the primary bidder shall be considered for the purpose of this tender. The experience of the primary bidders with other firms/JV partner/subcontracting/under supervision of either client or other professionals will not be qualified.
- (iii) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as per Clause No. 1.1.2 above. The experience of the Technical Collaborator /Joint Venture with other firm(s) will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per notes to BEC Clause No. 1.1.2 above.
- (iv) Indian bidders quoting based on the strength of technical collaborator/ joint venture partner, shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator/ joint venture partner **clearly indicating their roles** and responsibilities **under the scope of work** which shall be addressed to OIL and shall remain valid and binding for the entire contract period under this tender.

Notes:

- (i) Any party who is extending support to the bidder by way of entering into Consortium/Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected. Further, all bids from parties with technical collaboration support from the same principal against this tender shall be rejected.
- (ii) Number of companies involved in Joint Venture Partnership/Technical Collaboration for bidding should not be more than three including the Subsidiaries, Parent Company.

(G) ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.1.2 can also be considered provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services as mentioned in Clause No. 1.1.1 above is a subsidiary company of the parent company **[supporting company]** in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary **[supporting company]**. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in Clause No. 1.1.2 and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.

In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as **Pro forma-N**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **Pro forma-O**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

(H) ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF EXPERIENCE OF SISTER SUBSIDIARY/ CO-SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause No. 1.1.2 can also be considered based on the experience criteria of their sister subsidiary/ co-subsubsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:

- i. Provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services as mentioned in Clause No. 1.1.1 above.
- ii. Provided that the sister subsidiary/ co-subsubsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the technical bid.
- iii. Provided that the sister subsidiary/ co-subsubsidiary company on its own meets the experience criteria stipulated in Clause No. 1.1.2 above and not through any other arrangement like Technical Collaboration agreement etc.

iv. With a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished (**Pro forma-Q**), between them, their ultimate parent/holding company, along with the technical bid.

v. 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 their multiple subsidiary sister company (ies) / co-subsidary company (ies) specializing in each sphere of activity, i.e. (a) manufacturing/supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company(ies)/ co-subsidary company(ies) and the bidding company should be 100% subsidiary company(ies) of an ultimate parent/ holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/ holding parent company.

Notes to Clause No. (G) & (H): In both the situations mentioned above (G & H), following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a performance security (as per format and instructions enclosed as **Pro forma-R**), equivalent to 50% of the value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.
- (ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above, bid security submitted by the bidder shall be forfeited.

- (iii) In cases where subsidiary/parent/ sister subsidiary / co-subsidary companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security **equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company.** In such case bidding company shall furnish an undertaking that their subsidiary/parent/ sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- 1.1.3 Bidders quoting on the technical strength as per clause nos. **(F), (G) & (H)** above, should provide the respective services including key personnel during execution of the contract. A declaration as per **Annexure-I** in this respect to be submitted as part of technical bid.

- 1.1.4 Bidder must submit the CVs of all the Team Members proposed to be deployed for this project duly certified by CEO/Country Head / Chief Operating Officer OR by any Partner holding the Power of Attorney along with the bid. If the bidder is leveraging experience of Parent / Sister company/ Technical Collaborator for qualification under sub-clause **(F), (G) & (H)** above, in that case resume of key personnel from Parent / Sister company/ Technical Collaborator needs to be submitted.
- 1.1.5 The proposed software(s) by the bidder should have undergone **atleast 2 (two) version upgrades over the last 5 years reckoned** from the Original Bid Closing Date.
In this regard a self-certification must be provided by the CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization along with **build notes/release notes** to substantiate the changes in each version upgrade/update.
- 1.1.6 The proposed software for Production Data Management System or equivalent solution should have **atleast 2 of the following 4 modules/workflows in readily deployable state.**
(1) Mass & Volumetric Balance system
(2) Well Testing,
(3) Production Allocation,
(4) Event & Deferment Management

In this regard the bidder needs to submit detailed product datasheets self-certified by the CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization to substantiate the claim.
- 1.1.7 Bidder should take responsibility of provisioning instrumentation, hardware requirements, software requirements and associated licenses along with installation and commissioning services etc. to implement the end-to-end solution successfully and to client's satisfaction. In this regard bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per attached **Annexure-II**.
- 1.1.8 Bidder should submit a 'No Deviation Certificate' against the functional requirements mentioned in Scope of Work and Special Terms and Condition of the Tender. In this regard, bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per **Annexure-III**.
- 1.1.9 Bidder should provide an undertaking of providing manpower as per Manpower requirement clause no. 2.5. of the Scope of Work. In this regard, bidder must submit a Certificate from CEO/MD/Authorized Signatory or POA of the organization as per attached **Annexure-IV**.

2.0 FINANCIAL CRITERIA

2.1.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least ₹ 16,00,00,000.00 (Rupees Sixteen Crore Only).

2.1.2 Net worth of bidder must be positive for preceding financial/accounting year.
Note: The Net worth to be considered against Clause 2.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 2.0 above:

a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Pro forma-J**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

b. 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 undertaking in support of the same along with their technical bid as per **Pro forma-T**.

c. 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.

d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in clause 2.1.1 & 2.1.2 above.

2.1.3 In case of bid from Indian Company/Indian Joint Venture Company with Technical Collaboration/Joint Venture partner as per Clause No. (F) under Notes to BEC Clause 1.1.2, the primary bidder shall meet the financial criteria as mentioned in Clause Nos. 2.1.1 and 2.1.2.

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

- a) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
- b) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **Pro forma-P**) by the authorized officials.
- c) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- d) Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date.

2.1.5 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

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

3.0 Bids from following types of bidder will not be accepted:

- Who are in the Holiday list of OIL or its Administrative Ministry, MoPNG.
- Who are under liquidation, court receivership or similar proceedings.
- Consultant or their subsidiary Company or companies under the management of consultant for execution of the same project for which they are working as consultant.
- Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
- Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of the bid.

In this regard bidder must submit Self-Declaration in format duly certified by CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney along with the bid as per **Annexure-V**.

4.0 COMMERCIAL EVALUATION CRITERIA:

- 4.1** Bids shall be submitted under single Stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical Attachments" Tab** and Priced Bid as per Proforma-B uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.
- 4.2** Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 4.3** Bids should be valid for a period of **120 (one-hundred twenty)** days from actual bid closing date. Bids with shorter validity shall be rejected as being non-responsive.
- 4.4** Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **"Bid Security Declaration" (Proforma E)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 4.5** The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.
- 4.6** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 4.7** The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.
- 4.8** Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 4.9** Any Bid containing false statement shall be rejected.

- 4.10** Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid shall be summarily rejected.
- 4.11** Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.
- 4.12** Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:
- i) Performance Security Clause
 - ii) Taxes Clause
 - iii) Insurance Clause
 - iv) Force Majeure Clause
 - v) Termination Clause
 - vi) Arbitration Clause
 - vii) Liability Clause
 - viii) Withholding Clause
 - ix) Liquidated damages Clause
 - x) Firm price
 - xi) Bid Security Declaration
 - xii) Integrity Pact

5.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to bid evaluation criteria shall be considered for further evaluation as per the price evaluation criteria given below:

- 5.1** Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.
- 5.2** If there is any discrepancy between the unit price and the total price, the unit price shall 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 shall be adopted for evaluation.
- 5.3** The bidders must quote their rates in the manner as called for vide “Schedule of Rates” under **Section-IV** and the summarized price schedule format vide enclosed **Proforma-B**
- 5.4** The quantities shown against each item in the “Price Bid Format (**i.e. in Pro forma-B**) shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of

the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.

- 5.5** To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per '**Proforma-B**'.

Total Estimated Contract Cost including all Taxes & Duties [including all applicable GST components] and except basic customs duty:

$$\mathbf{T = A + B + C + D + E}$$

Where,

T = Total Contract Cost

A = Total Cost of Instrumentation & Communication Package

B = Total Cost for System Hardware and Software Package

C = Total Implementation Charges for RTPM Software Solution

D = Total Annual Maintenance Charges

E = Total Manpower and Mobilization Charges

- 5.6** Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

- 5.7** OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices shall be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same shall be considered for evaluation of bid as per evaluation methodology of tender document.

- 5.8** Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder.

- 5.9** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

- 5.10** Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to L-1 bidder.

6.0 GENERAL:

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

7.0 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:

- 7.1** Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification No. CG-DL-E-16062021-227649 dated 16.06.2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30.06.2020 shall continue to be valid only for a period upto 31.12.2021.
- 7.2** In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 7.3** In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 7.4** **Documentation required to be submitted by MSEs:** The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

(i) Udyam Registration Number with Udyam Registration Certificate.

OR

(ii) Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who

has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

- 7.5** Provisions such as seeking support from another company by way of technical collaboration, submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of technical collaborators will be eligible for the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference). However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium should be the eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.

8.0 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):

Purchase preference policy-linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. [copy of the **notification is enclosed as Appendix-I**]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on **Purchase preference**. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

- 8.1** Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the **notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.**
- 8.2** Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.
- 8.3** Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- 8.4** In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

- 8.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

9.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD PARTY INSPECTION AGENCIES:

- 9.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India)	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com

	Private Limited	c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhavar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com
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- 9.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- 9.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.
- 9.4 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

- (b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empaneled third party agency shall not automatically make the bidder eligible for award of contract.**
- (c) Verification of documents (but not limited to) are normally categorized as under:
- i. **General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
 - ii. **Additional Documents : (If applicable against the tender)**
 - Joint Ventures Agreements – To cross-check with JV Partners
 - Consortium Agreements – To cross-check with Consortium Partners
 - Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern
 - iii. **Technical Criteria**
 - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
 - iv. **Financial Criteria**
 - Check and verify Audited Balance Sheet/CA certificate
 - To check the Line of Credit, if incorporated in the tender.

Notes:

- (i) **If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.**
- (ii) **Undertaking from TPI Agency as per format (Proforma-V) enclosed should be submitted along with the Bid.**

10.0 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.

END OF PART-2
&&&&

Part-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on

third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided

under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Wilful Misconduct:

Shall mean 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 of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean 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 unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

- 2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- 2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

- 3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

- 4.1 Effective Date of Contract:**
The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1** 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.
- 6.2** 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.
- 6.3** 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.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** 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.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.
- 6.7** 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.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER/AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.

- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL

INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

10.2 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 CONTRACTOR/service provider, or

10.3 In case of foreign CONTRACTOR/service provider, 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.

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 Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

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

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

10.5 The domestic CONTRACTOR/service provider(s) 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.

10.6 The foreign CONTRACTOR/service provider(s) 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.

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

10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. 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.

- 10.9** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

- 11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims:

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 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.

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 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.

12.3.5 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.

12.3.6 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.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
- (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 "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.

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

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.

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

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.

12.4.4 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.

12.4.5 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.

12.4.6 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.

12.4.7 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.

12.4.8 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.

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

12.4.10 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.

12.5 Anti-profiteering clause

12.5.1 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.

12.5.2 In case rating of Contractor 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/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

14.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract

will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

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

14.3 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.

14.4 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.

14.5 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- i) Kinds and amounts of insurance as required herein
- ii) Details of coverage
- iii) Insurance corporation or companies carrying the aforesaid coverage
- iv) Effective and expiry dates of policies
- v) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- vi) Waiver of subrogation endorsement has been attached to all policies and
- vii) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever,

loss/damage claims resulting therefrom shall be to the sole account of Contractor.

- 14.8** Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL’s interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public 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.
- iii) **Comprehensive General Automotive Liability:** 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 shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of all CONTRACTOR’s items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) Any other insurance policy set forth in the SCC

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

15.0 LIABILITY:

- 15.1** Except as otherwise expressly provided herein, 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.
- 15.2** 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. 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.
- 15.3** 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.

- 15.4** 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.
- 15.5** Except as otherwise expressly provided herein, 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.
- 15.6** Except as otherwise expressly provided herein, 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.
- 15.7** 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.
- 15.8** 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.

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 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.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 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 or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 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 or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 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.

22.0 ROYALTY 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 forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry 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.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, 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 written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if 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.

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 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, 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 which is:

- a) 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) 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.
- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 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.
- 26.4 During the currency of the 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 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.

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;

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount maybe withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.

- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

29.0 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 COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

- (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 i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
- 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) 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.

COMPANY may 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 COMPANY may 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 COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes 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.

30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation 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 ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

- c) 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.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, 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.

31.0 FORCE MAJEURE:

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 as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days,

provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, 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).

33.0 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:

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** 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 CONTRACTOR, 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.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority 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 are removed, payment shall thereafter be made for amounts so with-held.

- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

34.0 APPLICABLE LAWS:

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 sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into

Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, 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
- b) The Oil Mines Regulations, 2017
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs

related thereto (including but not limited to Court costs and “Attorney’s fees”) for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR’s account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

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

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

39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the

right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

1. 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:
2. 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.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable

Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. 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.
6. 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.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. 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
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of 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.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. 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.

42.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through

mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 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, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

44.1 Termination on expiry of the contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of 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. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 Termination due to change of ownership and 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 written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

44.7 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 or partially to the extent non-performance, 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.

44.8 Termination for delay in mobilization: CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract.

If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 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.

44.10 Consequence 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.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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.

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 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. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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.

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.

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.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

END OF SECTION-I

Part-3
SECTION-II
SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL
SPECIFICATIONS

1. INTRODUCTION

1.1 Purpose of Document

The purpose of this document is to describe the functional & technical specifications for Real Time Production Monitoring Solution.

1.2 Background and Context

Oil India Limited (OIL) is a premier Indian National Oil Company engaged in the business of exploration, production and transportation of crude oil and natural gas, and production of LPG. The company's history spans the discovery of crude oil in the far east of India at Digboi, Assam in 1889 to its present status as a fully integrated upstream petroleum company.

OIL has a long history of exploration and production of hydrocarbons in the fold- belts of Upper Assam and Arunachal Pradesh. Now its exploration efforts are not limited to India but have crossed its borders to have global footprint as well. At present OIL has in- country Field Head-Quarter at Duliajan Assam, Pipeline Head Quarter at Guwahati, Assam, Project offices at Jodhpur (Rajasthan) and Kakinada (Andhra Pradesh), Shipping office at Kolkata (West Bengal), E&D Directorate, Delhi and Corporate office at Noida.

OIL has embarked on Project DRIVE (Digital Readiness for Innovation and Value in E&P) to leverage the recent advances in digital technologies and advanced analytics to improve efficiency, increase safety, reduce wastages, increase customer value, achieve effective decision making and to address the challenges posed by ever changing business requirements.

Production Operations at OIL

Oil India Limited (OIL) has upstream operations in the state of Assam. Oil has divided its operations into three assets – Eastern, Central & Western.

ASSET BOUNDARY OF OIL INDIA LIMITED

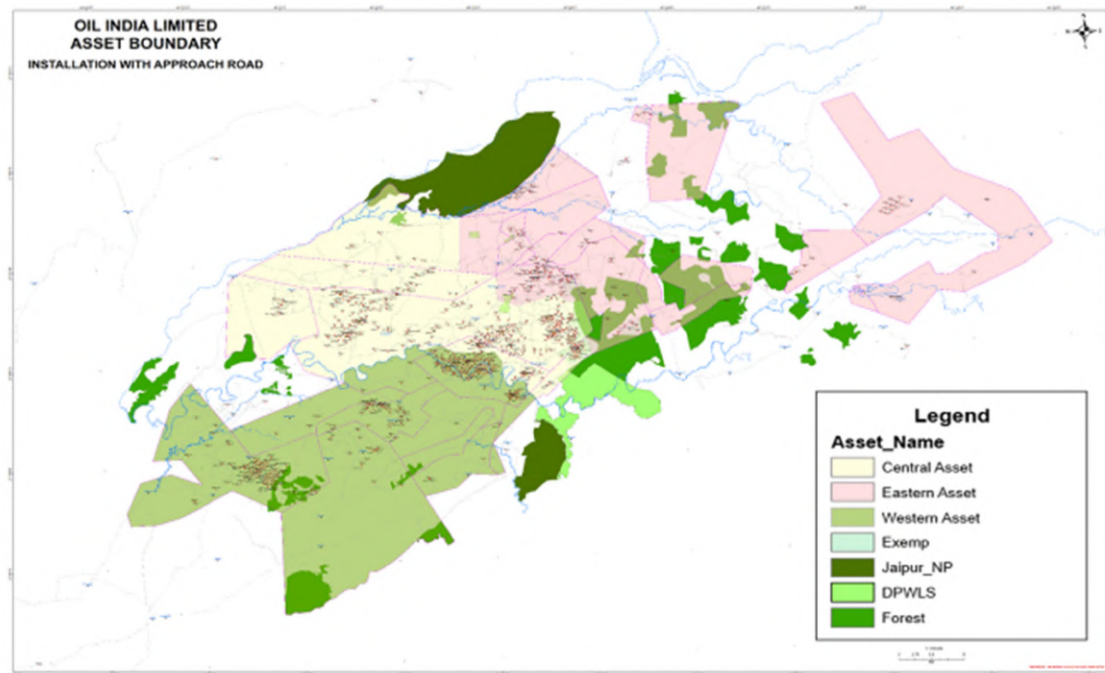


Figure 1-1 Asset Boundary of OIL

Each asset is headed by an Asset Manager. Surface and the sub-surface manager are responsible for operations, safety at the surface & well health, production increase respectively. Surface & Sub surface manager report to the Asset Manager. Zonal Managers, who are responsible for operations in a zone report to the Surface manager. Each zone has installations/ Oil Collecting station (OCS)/Gas Compressor Station (GCS)/ Field Gas Gathering Station (FGGS) which are headed by Installation Managers (IM) and the IMs report to the Zonal Manager.

OIL has more than 400 operating wells spread across Assam. Of the 400 active well more than 60 -70% of the wells are in gas lift operations. At OIL there are two types of gas lift operations, intermittent & continuous. Intermittent gas lift operations are controlled by a TCC (Time Cycle Controller) placed at the well site. Fluid from different wells within a radius of four/ five kilometers are led to a central production installation/ Oil Collecting station (OCS)/Gas Compressor Station (GCS)/ Field Gas Gathering Station (FGGS), through individual pipelines called flow lines. The installation is equipped with various facilities to enable separation of well fluid stream into oil, gas, and water. Generally, in an installation based on the nature and pressure of producing wells, the wells are connected either to high-pressure dry, high-pressure wet or low-pressure dry or low-pressure wet manifolds. The oil and gas mixture are then subsequently heated in indirect heater or steam jackets prior to routing them through a series of separators. Oil and gas separation are carried out in multiple stages. The gas produced in separators above 250 psi (HP) is collected separately and can join the gas distribution network. The gas produced in low-pressure (LP) separators is collected in LP Master Separators and is transported to nearby Gas Compressor Station for further boosting to 250 psi and connected to distribution network. Fluid from wells producing water along with oil is processed

separately in three phase separators and Emulsion Treaters, where free water and water in Emulsion are knocked out by thermochemical method. Oil thus produced in the dry and wet systems can stabilize in the stabilizer vessel before it is put into storage tanks of the Crude OIL Processing Station for onward dispatch to central tank farm through crude OIL delivery lines. The separated water, after treatment, is disposed to the water disposal wells. The crude from the storage tank is transported to the central tank farm through flow lines from where it is transported to the clients.

OIL faces several issues in their surface network:

- 1. Wax appearance in flowlines**
- 2. Flow line blockage**
- 3. Spillages & leakages (crude and condensate) due to miscreant activities**

In the current setup, OIL is limited by following challenges:

1. **Limited sensors at Installations:** The gathering station has limited instrumentation within OCS and a detailed list of the present instrumentation is made available in **Annexure A**. In order to determine the flow from a certain well, the flow line is diverted into the test separator and kept under observation for 6+ hrs. The flow rate is manually recorded, and the IM manually enters data into ERP system at 7 am the next day. These flowrates are then used to determine the monthly production allocation at an individual well level. To determine the phase ratios, samples are collected at the well head level and sent to the laboratory for analysis.
2. **Limited IoT at well heads:** There is very limited instrumentation at well heads across OIL due to security concerns etc. To collect well head data, an operator is sent at least once a day to record well head readings which is manually entered in ERP database by production team. OIL is in the process of adopting a digital operator rounds solution (Connected Worker Project) which will automate the flow of data into a centralized database right at the time of collection.
3. **Limited Network & utility power:** Due to remoteness of the well heads, power and network is not available as a standard across all the well heads. Hapjan installation is very well connected to the Field headquarters (FHQ) in Duliajan via wireless connectivity.

The ambient conditions in Assam are as follows:

No.	Element	Range
1.	Temperature	0-60 degree Celsius
2.	Humidity	98% Relative Humidity
3.	Rainfall	Average to Heavy

Table 1: AMBIENT CONDITIONS

Scope of RTPM solution implementation will be limited to Hapjan OCS (1 OCS only) in the Eastern Asset of OIL. Hapjan field has been producing since 1987 with an average crude production of 567 m3/day. This OCS has 33 wells of which 26 are under gas

lift operations and 7 are self-flow. Out of the 33 wells 3 have guarded well pads. The process layout and field location for Hapjan OCS is provided in Fig 2-2 and Fig 2-3 for reference. *(Exact number of wells under scope may change by $\pm 10\%$ at the time of implementation)*

1.3 AS-IS State At Hapjan

a. Instruments At Hapjan OCS

At Hapjan OCS some instruments are maintained by the SCADA team and a few by the Instrumentation team at OIL.

In order to measure the flow of each well in the OCS, a monthly schedule for diverting the wells towards a test separator is performed. The diverted well is kept under observation for 6-8 hrs. The test separator presently has pressure, temperature and differential pressure in the gas line. The amount of fluid collected is monitored by change in level in crude test oil tank using a radar gauge. A sample is collected from the well head of the well being tested to determine the WOR (water to oil ratio). The flow rate reading is then manually entered in SAP ERP.

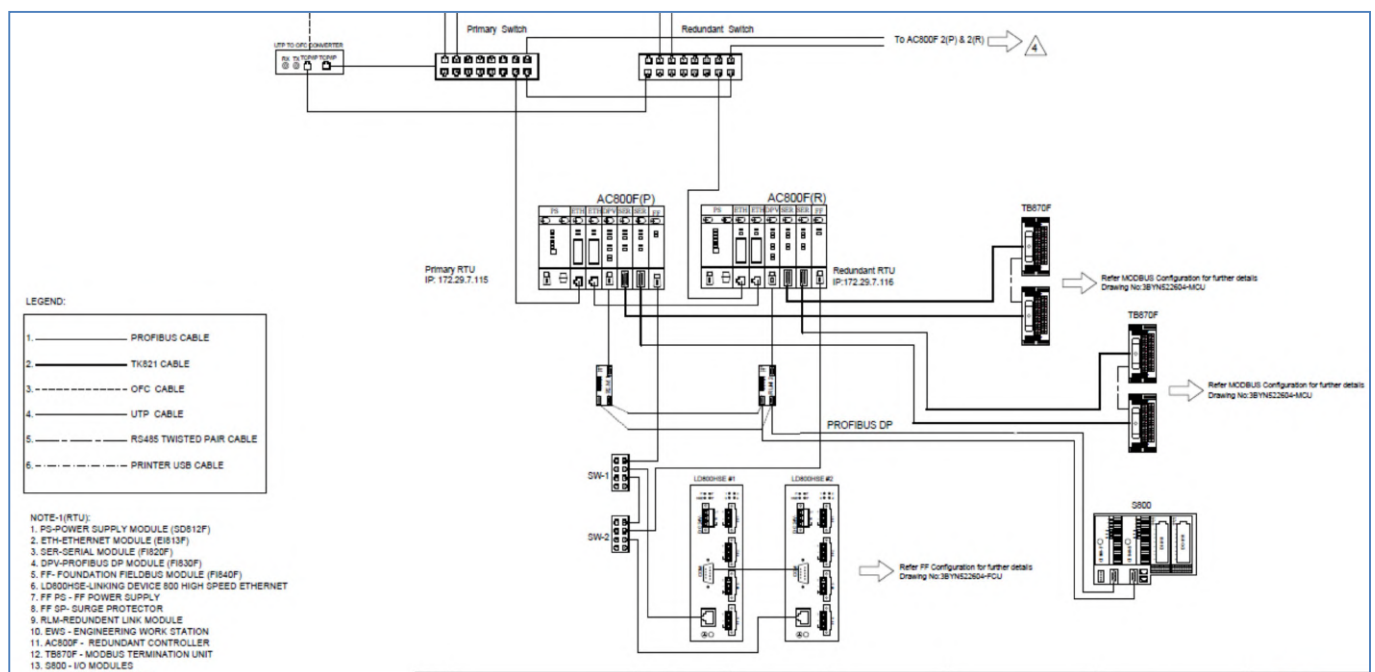
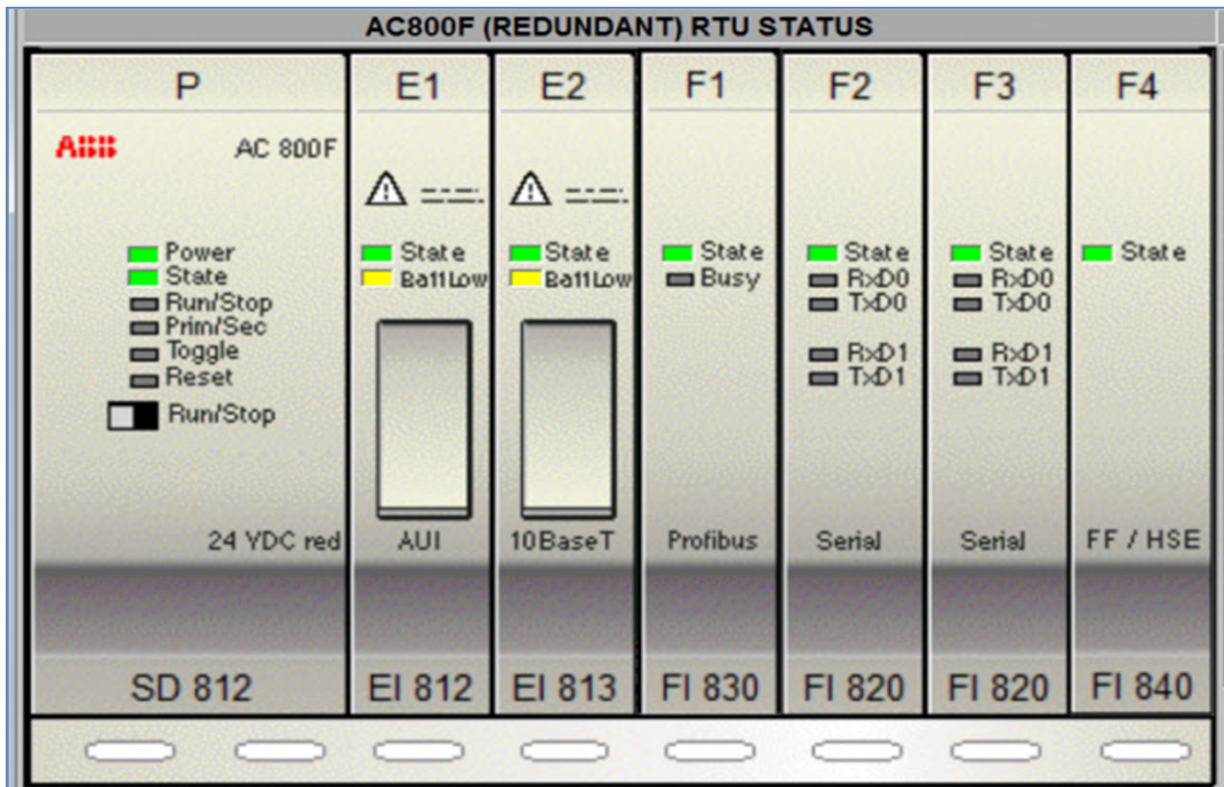
List of the field (Hapjan OCS) instruments connected to SCADA are mentioned in **Annexure A**.

b. RTU, SCADA, Historian and Data Transfer At Hapjan OCS

Supervisory Control & Data Acquisition (SCADA) system is used for real time monitoring of various process parameters (e.g. Pressure, Temperature, Flow Level, Pump parameters etc.) which enables OIL to supervise entire installation from one centralized location called Master Control Station (MCS) at Field Head Quarters (FHQ) Duliajan as well as individual installation level through SCADA RTU at local level.

SCADA is receiving necessary information from electronic field instruments / flow metering system, numerical Protection relays, smart electrical meters in breaker and generators, PLC based local central panel, via RTU & the data from them are being gathered in the SCADA server in the FHQ through RF communication network.

The ABB make AC 800 F installed RTUs have Freelance Control Builder, version - 9.2.1.



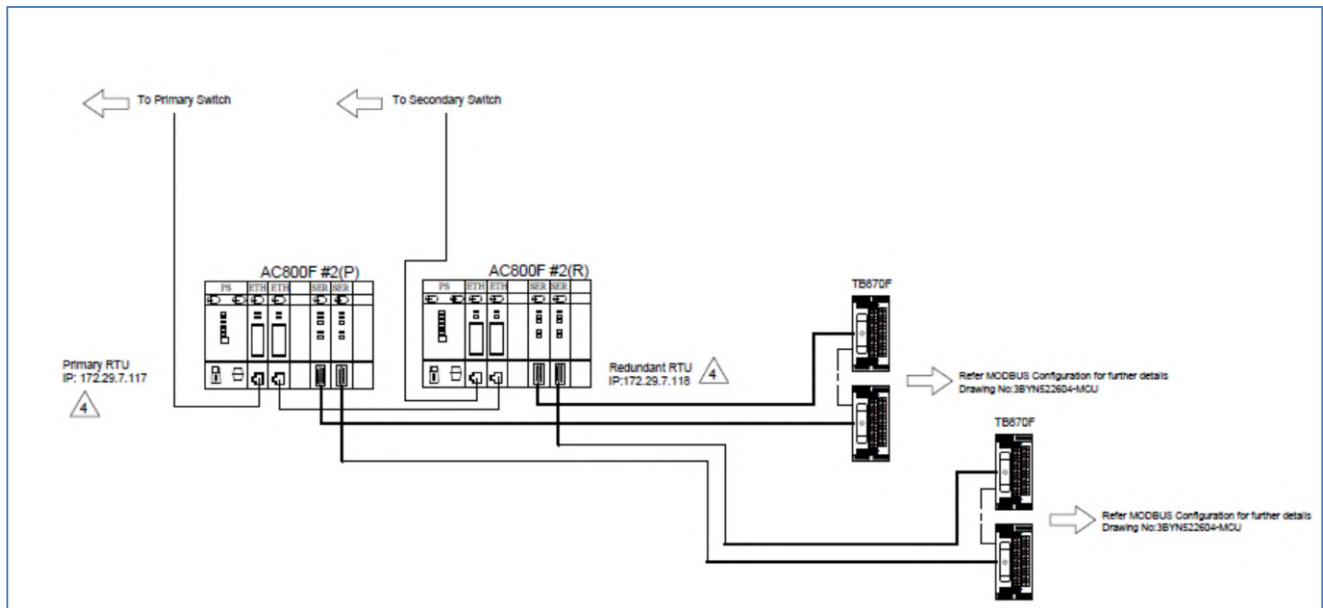


Figure 1-4: System configuration Drawing for Hapjan OCS/GCS RTU 2

The input to L1 SCADA at Hapjan has configuration of field instruments, raw process parameters (Pressure, Temperature, Diff. Pr. Conductivity, density etc. The communication protocols supported are Foundation Fieldbus, Modbus, Profibus & Hart. SCADA Vantage software package (SCADA Vantage 5.3.1) is the software for SCADA. Communication of SCADA with other applications is through Modbus/OPC. Back up policy and data stored is in hard disk. Data retention methodology is available at both RTU level & MCS level.

1. Radio Frequency (RF) Link:

Remote locations like Hapjan OCS and others are connected to the central FHQ via Radio Frequency (RF) link. There are 2 radio links with a frequency of 2.4GHz & 5.8Ghz with a bandwidth of 4 MBPs with the former being used primarily for communication. The sensor data via SCADA/Historian is sent across the RF link to central Master Control Station (MCS) at FHQ Duliajan. MCS receives data from other remote locations similarly. The RF link also transmits IT data (SAP) along with OT (SCADA) data to the central FHQ.

2. Master Control Station (MCS) at FHQ:

The central Historian at FHQ called Master Control Station (MCS) receives data from all remote locations. It is of ABB make of version SCADA Vantage 5.3.1 with high level of customization done to suit OIL requirements. It also provides role-based access and permissions to users with web access and direct access to HMIs.

Redundant servers, hardware with backup facility are maintained in all RTU level (Tier 1) as well as MCS level (Tier 2). Protocols supported for communication are: Foundation Fieldbus, Modbus, Profibus, DNP3.

MCS at central FHQ location consists of the following:

- 2 Master Server (Windows 2008 server R2, 64 bit)
- 2 Raid Array System
- 2 GPS Time server
- Web server for MCS web logins
- Video wall with Windows 7 OS
- 5 nos. of Man Machine Interface (MMI)s with Windows 7 OS

3. Historian at OCS & FHQ:

At all gathering stations OIL has 52 RTUs (for OIL, Gas & Water Injection data), 10 Slave RTUs (for electrical substation data) with UPS system and Human Machine Interface (HMI)s. All the real time data are stored in hard disk of HMI Back up policy and data stored is in hard disk. Data retention methodology is available at both RTU level & MCS level also. The same data also reflects in central SCADA, MCS where data backup has been taken every 6 months for the last 5 years. Presently the L1 historian at Hapjan OCS has 1000 tags of which 869 tags have already been used.

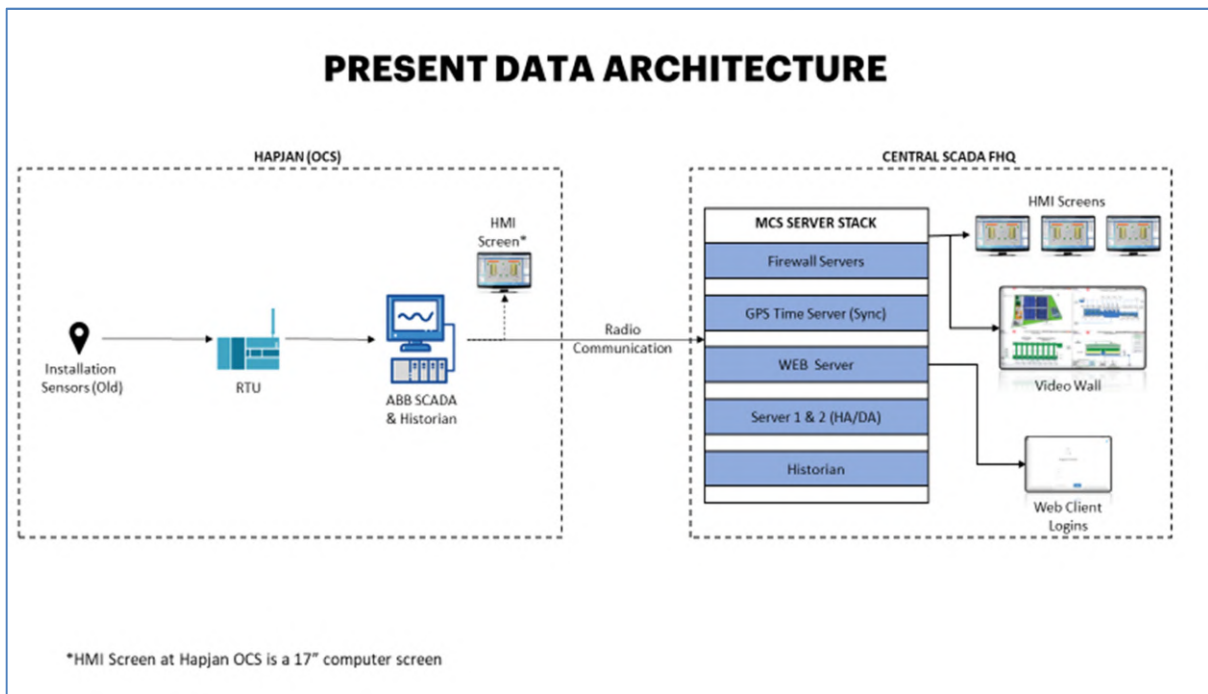


Figure 1-5

c. Production Data Storage

Presently essential geological, reservoir, production and chemical related data is stored in the GRPC system. The GRPC is MS Access based in-house application that has been integrated with OFM. GRPC does not possess real time or historic data monitoring & visualization capability. Data entry, quality control is performed efficiently and manually by GRPC team. The GRPC system is used for performing the hydrocarbon allocation at the end of each month. These allocated values are then used by the Production Statistics department at OIL to perform Hydrocarbon Accounting using PRA module in SAP. SAP is additionally utilized for reporting purposes. At the installation level considerable production data is diligently maintained manually.

2. BUSINESS REQUIREMENT

2.1 SOLUTION DESCRIPTION

OIL is now keen on implementing Real Time Production Monitoring & Analytics in Assam. The objective of Real Time Production Monitoring (RTPM) is to **enhance field data capture integrity, detect surface flowline issues, identify anomalies & thereby enhance production.**

The proposed Real Time Production Monitoring solution is proposed to include following elements:

- 1. Field Instruments:** In order to enable surveillance at well head level, 3 guarded wells (Gas lift: HJN 9 & HJN 66; Self Flow: HJN 28) have been selected to install well head instruments. The data from these 3 well heads will be transmitted to the Hapjan OCS via wireless connectivity. A pictorial representation of the well heads along with their location is attached below.

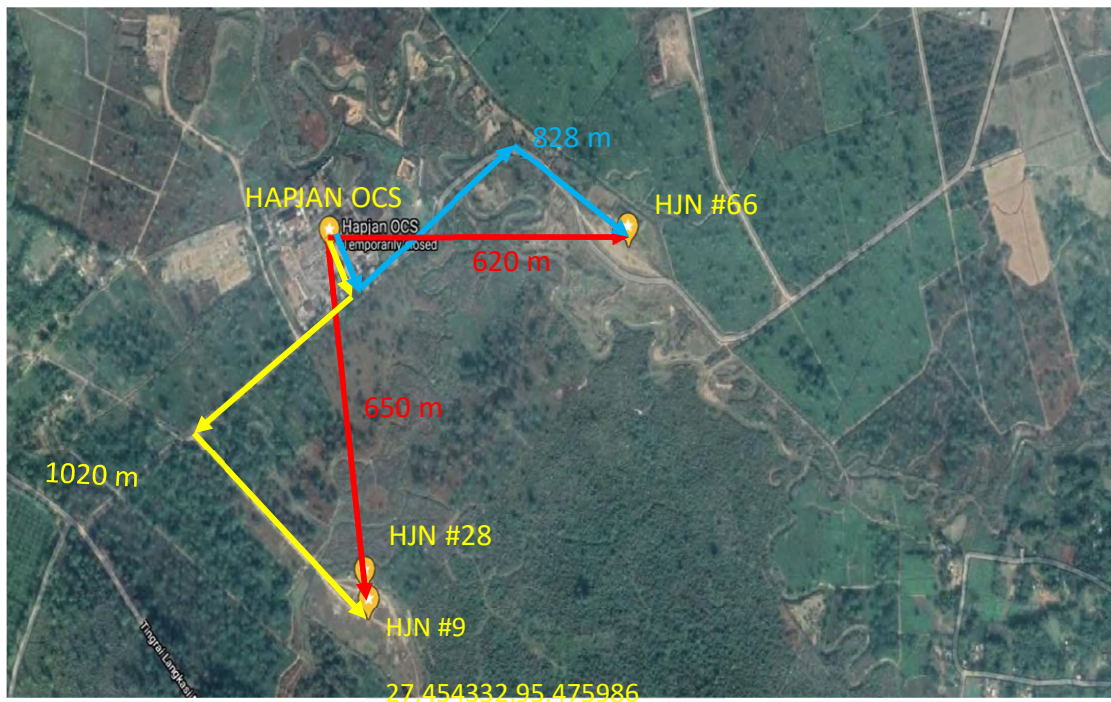


Figure 2-1: Location of Well Heads for real time monitoring

Field Location-Field Map

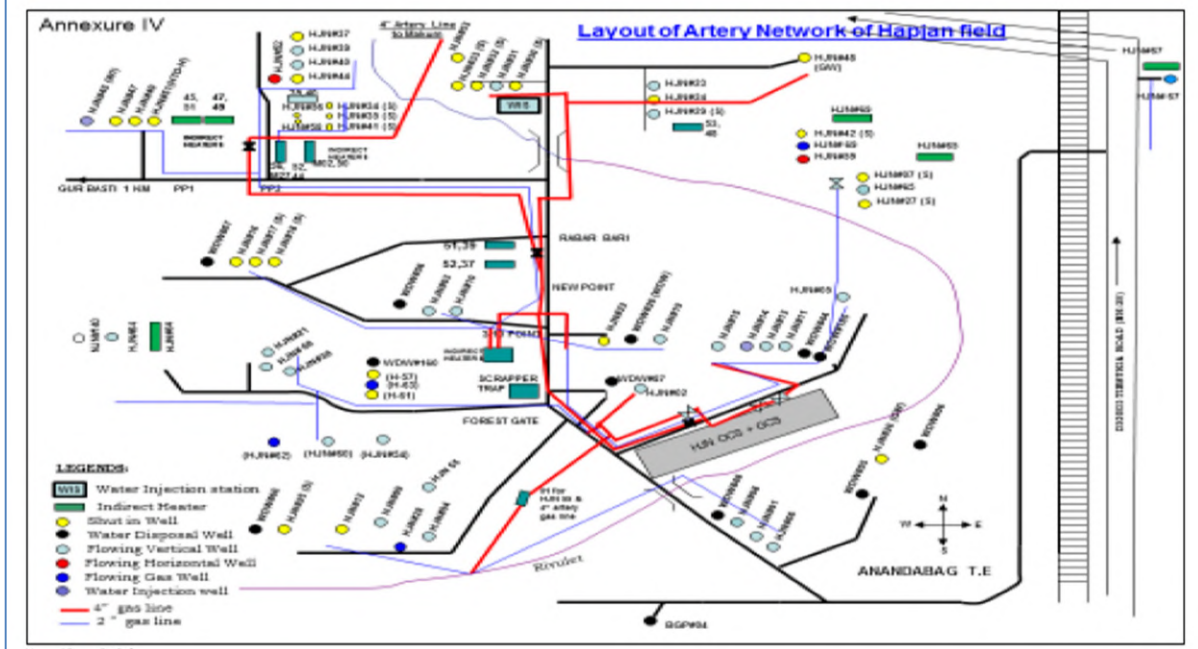


Figure 2-3

The project is envisaged to be implemented on turnkey basis with the single point responsibility for completing all the activities of the project. The entire interaction with any third-party vendor for the completion of the project shall be in the scope of work of turnkey BIDDER. In order to enable data veracity, OIL has proposed a list of instrumentation that will be connected to OIL's present SCADA & historian setup at MCS (Duliajan). Software such as PDMS is to ensure all validated production related data is in one place and an Online system to predict wax & blockage issue to enable proactive measures.

Listed below is the expectation and synopsis of the BIDDER's scope of work under the project.

a. Instrumentation, Data Transfer

The BIDDER will provide all the instrumentation as detailed in the scope of the work. Well head instrumentation will be implemented in 3 manned wells (Gas lift: HJN 9, HJN 66; Self Flow: HJN 28) along with the all necessary instrumentation for the installation. The BIDDER will be responsible for:

1. Field survey, design & detailed engineering
- Preparation & submission of functional design specification for approval
- Instrument selection, procurement, installation, commissioning, and communication till MCS.
- Factory Acceptance test
- Fabrication/Erection/Construction/Testing/Installation
- Pre-Commissioning
- Commissioning & Site Acceptance Test (SAT)

OIL Personnel Training
Warranty, Support and Maintenance
Preparation & submission of loop drawings/ P&IDs etc. as applicable.
Maintenance of instrumentation and associated systems in the scope along with submission of O&M manual in hard & soft copy

The list of required instrumentation in Hapjan OCS and associated well heads is detailed in table under **Annexure A**.

In case of wireless instruments, data transfer between sensor gateway and RTU will be through Modbus/TCP/IP protocol. The BIDDER will be responsible for providing the RTU Infrastructure. Data from instruments under project scope needs to be transmitted to L2 (MCS) using existing radio communication channel at OIL. The BIDDER shall own the transmission, storage and interfacing of data generated from the new instruments at L2. Further, a feed of new tags and existing relevant tags of Hapjan OCS from L2 SCADA Vantage at the MCS needs to be configured in PDMS/ equivalent software. The same data will be further used by PDMS and Online Simulation software to create models. These models and graphical output of these tags will be then accessible to Installation Managers (IM) at Hapjan OCS over web for their perusal.

Note: The proprietary services and material related to the scope of interfacing existing tags at SCADA Vantage at MCS (L2) with PDMS solution will be procured by OIL from the OEM based on the scope of work provided by the Bidder. **Bidder needs to submit a comprehensive list of proprietary services and material to be procured by OIL for successful interfacing of L2 SCADA and PDMS at MCS along with the technical bid as per Annexure B.**

b. Software for Monitoring and Analytics

The BIDDER will provide a Production Data Management System (PDMS) and Online simulation software. All hardware, software, servers, licenses & manpower to implement the software is in Bidder's scope. The software infrastructure will be installed at the MCS in Field Head Quarters. In order to enable surveillance at the installation level, the BIDDER will provide all necessary screens, servers etc. at Hapjan OCS. The bidder will be responsible for:

1. Business Blueprint/Functional Design
Network Modelling (if applicable) & Workflow Configuration
Use Case Modeling and Model Training
Model validation with test data
User Acceptance Testing and feedback incorporation.
Final Preparation/Go Live & Support
OIL personnel training
Maintenance of the commissioned software solution.

The software solution should be provisioned keeping future scalability into consideration. The architecture must also be designed so that other OCS from Eastern Asset can also be included under production surveillance and online simulation with minimal effort at a later date.

c. Solution support services and maintenance

The bidder should provide complimentary 1 year of post go-live support (defect liability period) on the implemented software solution which will be followed by annual maintenance and support services.

Instrumentation and other hardware components should be provided with 12 months of on-site warranty and it will be followed by annual maintenance support services.

Detailed description of requirement under AMC period is provided under section of “Warranty & Support”.

2.2 FUNCTIONAL REQUIREMENT

a. Instrumentation

	Requirements	Remarks
A	Functional Requirement: Instrumentation at Well Head	
1.	BIDDER will implement well head level instrumentation for 3 manned wells (Gas lift: HJN 9 & HJN 66; Self Flow: HJN 28). These 3 wells are close to 600m away from Hapjan OCS. No well head instrumentation is to be considered at the unmanned wells. The locations of the well heads have been detailed in Figure 2-1 in section 2.	
2.	BIDDER will install, commission & maintain following instrumentation at well heads: Self-Flow Well (Well #28) 1. Pressure Transmitter (Tubing Head, Casing Head, Annulus and Flowarm) Temperature Transmitters (Tubing head, Casing Head and Flow Arm) Gas Lift Wells (Well #66 & #9) Pressure Transmitter (Casing Head, Annulus and Flowarm) Temperature Transmitters (Casing Head and Flow Arm) Differential Pressure Transmitter package for flow computation at gas injection line Indirect Heaters 2. Temperature Transmitters (Vessel Body and Outlet Line) 3. Pressure Transmitter (Outlet Lines)	
3.	Detailed specifications have been provided under technical requirements (section 2.3 (a))	
B	Functional Requirement: Instrumentation at Hapjan OCS	
4.	The Bidder shall understand the present instrumentation level in	

	the OCS before requisition of the required instruments. The bidder shall only supply, install, operate and maintain the additional instruments required.	
5.	<p>Post assessment, bidder must supply, install & maintain requisite sensors to collect the following surface parameters, uninterrupted, on a 24x7 basis:</p> <p>Each flowline before the comingled header</p> <p>Temperature Transmitters Pressure Transmitters</p> <p>Indirect Heaters (LP (3), HP and TU)</p> <p>Vessel temperature transmitters Outlet line pressure transmitters</p> <p>Group Units (GU I & II)</p> <p>Vessel Temperature Transmitters Level Transmitters</p> <p>Separator Vessels (LPMS I &II, VLPMS, HPMS, TPS and Test Separator)</p> <p>Level Transmitters</p> <p>Emulsion Treater</p> <p>Vessel Temperature Transmitters Level Transmitters with interface measurement Water Cut Meters</p> <p>Stabilizer</p> <p>Level Transmitters</p> <p>Formation Water Storage Tank</p> <p>Level Transmitters</p> <p>Crude Dispatch Pump</p> <p>Mass Flow Meter</p> <p>Formation Water Disposal Line</p> <p>Oil in Water Analyzer Pressure Transmitter at Common Header Differential Pressure Transmitter Package for flow measurement</p> <p>Test Separator</p> <p>Multiphase flow meter at the upstream</p> <p>Chemical Dosage Pumps</p> <p>Mass Flow Meters</p>	
6.	OIL will provide electrical supply to the Bidder at the certain	

	location in the installation. The BIDDER is responsible for extending the supply further for usage.	
7.	The BIDDER will supply instruments keeping in mind the present set-up of communications facilities, compatibility with SCADA and Historian systems, environment, and power infrastructure.	
C	Functional Requirement: Cable Laying	
8.	Power and Signal Cables, wherever required shall be copper conductor and armored only. The cables shall be supplied and laid in accordance with the industry specifications and standards. The type of cable and cable lengths shall be as per field requirement. Proper markup of cables shall be followed as standard practice throughout.	
9.	There shall be at least 20% spare cores available in multicore cables. All spare cores shall be terminated at both marshalling cabinets and Field JBs. All junction boxes shall have spare cable entry points and terminals for future use and all JBs shall be FLP certified.	
10.	For over ground cabling, the cable shall be routed through properly supported GI cable trays. Wherever road crossings are encountered, cables shall be laid underground in GI pipes. Supply of GI trays, tray supports, GI pipe and pipe fittings as well as laying of cables in underground trench/ cable tray is in the scope of Bidder. The BIDDER will also be responsible for all associated works like digging, laying, glanding and termination of cables. Cables from Field Instruments to Junction Boxes can be laid using existing trenches (wherever) available at the site.	
11.	BIDDER must provide proper cable trenching inside control room for routing the cables. The Cable trench shall be properly covered with removable MS plates. Bidder shall also provide proper Control Panel foundation with suitable base frame. Multi Cable Transit (MCT) block to be incorporated, as required, to provide protection and proper sealing.	
12.	The BIDDER will ensure adequate separation between power and signal cables as per standard engineering practices (minimum 300 mm). Power cables and signal cables shall be laid in separate cable trays.	

D	Functional Requirement: Common Details	
13.	Bidder will be responsible for identifying provisions, supply, and installation of the instrumentation under scope of RTPM.	
14.	BIDDER shall note that the offered instruments & accessories shall be suitable for the ambient conditions and process operating pressure, temperature, flow as mentioned in the tender. The system should run uninterruptedly in all weather conditions.	
15.	Field instruments shall be suitable for corrosive, dusty environment as these are to be in open environment.	
16.	Bidder shall provide all mounting arrangement, sun & rain protection hood for sensors/transmitters (as required) at no additional cost to OIL.	
17.	Lightning protection shall be provided for all sensors/transmitters. Weather protection tapes to be used post final commissioning of transmitters as a standard practice.	
18.	All flow measurements devices (MPFM, Gas Flow Metering (DPT), Mass flow Meter, Chemical Dosage Meters, etc.) should have a by-pass provision as standard.	
19.	<p>All electronic/electrical instruments and equipment supplied by the bidder in hazardous area should fulfil the following:</p> <ol style="list-style-type: none"> Item shall be of a type and specification confirming to the relevant standards as specified in the Regulation 107(2) of Oil Mines Regulation-2017 and complying the provisions therein. <p>Bidder should supply documents specifying the type, details of specification, reference of the particular standard, test criteria as per the standards and status of testing, place of testing, copies of test reports from Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body which is not a part of manufacture's facilities.</p> <p>In this regard, Bidder may refer OMR-2017, Notification dated 18th October 2017, published by the Gazette of India, under Ministry of Labour and Employment.</p>	
20.	All the hardware to be supplied as part of the contract shall be manufactured utilizing good engineering practices.	
21.	BIDDER will be responsible for configuration of installed field instruments in existing SCADA software at MCS. The BIDDER shall be responsible for the various licenses, IOs required to	

	implement the scope.	
22.	BIDDER will be responsible for warranty & guarantee followed by AMC of the new instruments.	

b. Data Transfer and Storage

	Requirements	Remarks
A	Functional Requirement: Well Head	
23.	The bidder shall be responsible for the wireless transfer of real time data from well head to Hapjan OCS. The aerial distance between the 3 wells & OCS is less than 700 meters.	
24.	The data transmitted through wireless network should follow necessary encryption standards to ensure data security.	
25.	The wireless technology standard should be globally acceptable and IEC (International Electrotechnical Commission) and IEEE (Institute of Electrical and Electronics Engineers) standard approved.	
26.	Repeater station (if required as per Bidder's survey and network Design) shall consist of radio, antenna, antenna tower, power supply (Solar or any other). The tower for mounting the antenna shall be so designed and constructed that it prevents easy access to unauthorized persons. The radio should operate with license free frequency.	
B	Functional Requirement: Installation Level	
27.	Bidder shall supply, lay, gland, terminate, ferrule, dress instrumentation cables, power cables, serial link cables and any other required cable and accessories to interface local control panel, fire panel, electrical panel etc. to RTU panel	
28.	Bidder should deploy a new gateway and RTU setup for communication with field sensors. All new	

	instrumentation/ wireless signals should interface with MCS (L2) through new RTU and will be transmitted to MCS at FHQ via existing RF link.	
C	Functional Requirements: Data Aggregation & Communication	
29.	Bidder needs to provision a new RTU and associated hardware for communication of new instruments with SCADA at MCS level.	
30.	In case a new RTU is required, bidder will be responsible to setup the new RTU in the existing RTU room at HAPJAN. OIL will provide the space in the existing RTU room at HAPJAN and bidder will be responsible for supply, installation, commissioning, and maintenance of the new RTU setup with associated infrastructure.	
31.	The bidder must provision a new platform at Hapjan OCS to aggregate, store and relay data from new instruments at well head and installation level.	
32.	In case additional instruments are procured in Hapjan installation during the contract period, then the bidder will support in commissioning of the new instruments to the supplied platform at no additional cost.	
33.	<p>The measurements units shall be same as those presently used by OIL. e.g. measurement units being currently used are (indicative)</p> <p>1. Flow: Liquid: m3/hr (at flowing temp.) Gas: Sm3/hr (1.01325 bar-a) Mass Flow: Kg/hr Pressure: kg/cm2-g Temperature: Degree Celsius Level: Percentage (%)</p> <p><i>Options to select international industry standard metrics should also be provided in the solution.</i></p>	
34.	The architecture proposed for implementation by the bidder must ensure backfill of historian database and simulated PDMS results at MCS in case of communication disruption between MCS and OCS Installation.	

35.	The existing tags Hapjan OCS from SCADA at MCS will be exposed to PDMS software solution and the tags from new instruments should directly feed into PDMS software solution once received at MCS.	
36.	The solution architecture should provision a software component to historize combined tags being fed in PDMS software.	

c. Real Time Monitoring & Analytics

	Requirements	Remarks
A	Functional Requirement: Production Data Management System (PDMS)	
37.	The objective the production data management system is to ensure: <ul style="list-style-type: none"> a) Information Collection by automated retrieval from SCADA, data historian and other third-party source systems (like GRPC, etc.) b) Processing of information to generate reports on operational surveillance using in-built computational logics, estimations, or user defined logics. 	
38.	The BIDDER is responsible for providing all manpower, hardware, software & licenses required to implement the system.	
39.	The BIDDER shall be responsible for successful integration of PDMS with ABB Historian (SCADA Vantage 5.3.1) (proprietary services to be procured by OIL), GRPC, online systems & Connected Worker platform as per availability at MCS level.	
40.	To ensure an expedited implementation, bidder should provide pre-implementation package to include best practice business process and workflow templates for use in master data and other software setup requirements.	
41.	BIDDER must provide web access to the PDMS solution for multiple user access. The access will be only for OIL and OIL's appointed personnel located at OIL's offices and other Project locations.	

42.	<p>The suggested PDMS or equivalent system will map the following production related business process at the minimum:</p> <ol style="list-style-type: none"> 1. <u>Mass & Volumetric Balance:</u> This process should provide the ability to calculate imbalance and to estimate unmetered flow. The software should be able to balance apportioning produced fluids among upstream sources in the network. The software should be able to balance measurements both on the volumes and mass measurements. <p><u>Well Test Validation:</u> Well test process should provide the current production or injection performance of a well at surface testing conditions with the amount of oil, gas, condensate, and water produced.</p> <p><u>Event Management:</u> To record all planned, unplanned downtime, breakdowns associated with a well.</p> <p><u>Deferment Management:</u> To identify, classify, quantify, analyze, and report differences in planned and actual production. The process should also provide insights into production loss (if any) by capturing deferment events.</p> <p><u>Well (Production) Allocation:</u> The objective of this process is to distribute production (oil, gas, and water) back to contributing assets.</p> <p>The bidder will incorporate necessary alteration in the business processes as requested by OIL that is in accordance with this scope of work.</p>	
43.	<p>The PDMS or equivalent system will meet with the following automated workflows at the minimum:</p> <ol style="list-style-type: none"> 1. Well test validation <u>Objective:</u> Validate, generate well test records from data in the historian and automatically display test period. <u>Expected Outcome:</u> <ol style="list-style-type: none"> 1. Automate initial validation of well test data through data quality checks (e.g. consistency, completeness etc.) and operational sense checking, accept /reject well tests data as a result of the validation and provide flexibility to end users to 	

	<p>overwrite the well test results</p> <p>2. Detect the stable period based on the logic agreed with OIL and previous records etc.</p> <p>Provide workflows for well test approval at multiple levels and ability to record the changes/approvals made with timestamps.</p> <p>Allow users correct the data in case of events such as MPFM re-calibrations etc. and store corrected data.</p> <p>Calculate and store the virtual well rates, based on updated and approved well models, performance curves or choke models, to be used further for allocation purpose</p> <p>Automatically update simulation models with validated well test data, alert end users in case of model-match anomalies and enable the end users to either calibrate the model or approve/reject the well tests from the common interface.</p> <p>2. Production Allocation</p> <p>Objective:</p> <p>Daily, monthly, and event-based allocation of produced fluid (oil, gas, and water), injected fluid (water, polymer), chemical, power fluid, sales volume, and other dispositions (as defined) to individual wells and formations</p> <p><u>Expected Outcome:</u></p> <ol style="list-style-type: none"> 1. Graphical creation and configuration of network nodes, equipment, tanks, new wells, zones etc. 2. Multi-level allocation of sales to field, field to well, well to completion. 3. Monthly reconciliation and correction with bill of lading 4. Storage of allocated volumes (with version control) and storage of approved data into designated Production Data Store 5. Storage and log of allocation/past allocation/re-allocations for auditability 6. Allow zonal allocation based on pre-defined business rules or inflow performance or PLTs. 7. Visual verification of theoretical and actual volumes etc. <p>3. Reporting & Alerts</p> <p>Objective:</p> <p>Better surveillance quality and decision making.</p> <p>Cleaning, filtering, and aggregation of High frequency data from SCADA / Historian performing various calculations and then storing the calculated results to be consumed in the other workflows. The</p>	
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	<p>data aggregation will be determined based on the workflow requirement.</p> <p><u>Expected Outcome:</u></p> <ol style="list-style-type: none"> 1. Reports for daily, operational, and regulatory reporting. 2. Configurable reports and alerts based on pre-defined business rules. 3. User access and approval based on multiple entitlement such as admin control, field entry, allocation approval, read only access for finance. 4. Data QA/QC- Data integrity alerts, graphical verification/approval of daily data for allocation. 5. Provide user defined reports- Easy to edit formats, pre-configured reports based on the existing or available format etc. 6. Robust ad hoc reporting etc. <p>The complete functional requirement will only be frozen during the design phase of the PDMS software implementation. The BIDDER shall agree to incorporate reasonable alteration requested by OIL that is in accordance with this scope of work.</p>	
44.	Required output of workflows and business processes provisioned under PDMS should be populated in relevant production tables, etc. by the software solution. The solution should provision review., edits and approval mechanism by asset production team before populating data in target databases.	
45.	Under contract duration, if OIL is keen on implementing additional workflows in PDMS to increase & optimize production, the bidder will provide the necessary input, type of manpower, time & cost associated with implementing the workflow.	
46.	The bidder is responsible for QC & upload of all historic data archived in the hard disk into the PDMS.	
B	Functional Requirement: Online Simulation System	
47.	The objective of the online simulation system is to allow the production personnel to simulate defined use cases in order to improve flow assurance issues faced at Hapjan OCS and improve overall productivity of the network.	

48.	<p>The online system shall have an online and an offline model each which will comprise of the same dynamic model. The model shall provide operational person with information for operational decision based on input data and the offline simulator will be used for what-if analysis & training.</p> <p>Each time the model is updated with data points the offline system will also be updated with the same set of data.</p>	
49.	<p>The BIDDER will supply hardware and software architecture drawing showing all internal and external physical interfaces and data flow. The BIDDER is responsible for providing all manpower, software, hardware, licenses required to implement the online system</p>	
50.	<p>The process simulation and modelling software provided by the BIDDER must be capable of delivering simulation models under transient nature of flow and dynamic processes.</p>	
51.	<p>BIDDER to ensure the following requirements are met while implementing the online simulation model:</p> <ul style="list-style-type: none"> a) Preparation of Technical & Functional specifications b) Model design reviews c) Development and testing of simulation models d) Tuning of model and applications to match with field data e) User Acceptance Testing (UAT) f) Training and documentation 	
52.	<p>The Bidder shall provide a software to carry out the following automated workflows at the minimum:</p> <p>1. Wax Appearance</p> <p>Objective: To proactively identify conditions for wax appearance in well head to OCS flow lines in order to take preventive measure to avoid blockage.</p> <p><u>Expected Outcome:</u> The simulation model based on process inputs shall simulate and notify the appearance of wax in</p>	

	<p>a multiphase flow in the flowlines. As an output, the model should be able to generate quantity and rate of wax buildup in the network (at certain locations or across the flowline as per OIL's input during design phase). The model will identify wax appearance in self-flow & gas lift wells (intermittent & gas lift) with at least 50% accuracy at the time of solution Go-Live. The bidder will be responsible to uplift the accuracy of the wax appearance prediction to atleast 70% over 6 months of post Go-Live operation of the model. The BIDDER to provide the frequency of model update.</p> <p>Blockages in flow line:</p> <p>Objective: To proactively identify blockages due to wax deposition, sludge formation and other process conditions in flow line and take corrective measures like chemical injection, heating, pigging etc. to achieve optimal throughput.</p> <p><u>Expected Outcome:</u> The model shall at the minimum notify blockages in a multiphase flowline. The user should be able to select locations across the network and simulate the level of blockage in pipeline based on information gathered through instrumentation layer. The model will identify blockage in self-flow & gas lift wells (intermittent & gas lift) with at least 50% accuracy at the time of solution Go-Live. The bidder will be responsible to uplift the accuracy of the predictive model to atleast 70% over 6 months of post Go-Live operation of the model. The BIDDER to provide the frequency of model update.</p> <p>Virtual flow metering (VFM):</p> <p>Objective: VFM will help overcome the challenges of installing physical gauges on the onshore field and enable OIL personnel to have a view on daily production, identify inconsistencies and pattern of production for all the wells in Hapjan OCS. VFM will improve production allocation, identification of metering or sensor problems & efficient scheduling of well tests.</p>	
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	<p><u>Expected Outcome:</u></p> <p>The model should take process inputs and simulate other required inputs to calculate production rate of all three phases on daily frequency. The model should also notify any inconsistency observed and help the process engineer to visualize the production pattern.</p> <p>The VFM output maybe used for wax appearance & blockage modelling, allocation accuracy and well test scheduling.</p> <p>The model should predict multiphase flow and phase ratios for self-flow & gas lift wells (continuous & intermittent) with at least 50% accuracy at the time of solution Go-Live.</p> <p>The bidder will be responsible to uplift the accuracy of the VFM model to atleast 80% over 6 months of post Go-Live operation of the model.</p> <p>The BIDDER will provide the frequency of model update.</p>	
53.	Online simulation should have a functionality of suitable role-based alerts and notifications to be initiated for preventive actions. These alerts are to be part of overall alerts and notifications from the RTPM solution.	
54.	All relevant data – fluid properties, flowline & artery line layout, elevations etc.-shall be provided by OIL. In case OIL is unable to provide some information, the BIDDER will perform all relevant tests to acquire necessary inputs at no extra cost to OIL.	
55.	Bidder will also provision a resident engineer at MCS post solution GO-Live and during the 1- year solution warranty period to drive adoption of the solution and support OIL production team in software operations. The services of RE can be extended on request of OIL.	
C	Functional Requirement: Dashboards, Alerts & Notifications	
56.	The installation manager at Hapjan should be able to view the production surveillance dashboard from her/his office in the installation via the MMIs.	
57.	The Installation Manager must be able to perform edits (e.g. drag & drop, add traces, change the axis, configure alarms etc.) to the visualization dashboard in PDMS.	

58.	The production surveillance dashboard should also be available through remote web-access and on web-portal and MCS.	
59.	Bidder to ensure reporting requirements covered as part of the scope of this contract should be auto generated from the system and be shared with respective recipients OIL personnel automatically.	
60.	Bidder will also be responsible to create combined graphical visualizations for existing instruments and with additional instrumentation inputs flowing into the PDMS as part of surveillance dashboards. Production dashboards will also consist of key parameters from the business process workflows defined above under functional requirements of PDMS.	
61.	Surveillance dashboards, alerts & notification will be role based. The detailing and number of various dashboards & various alarms will be performed during the designing phase	
62.	<p>The solution should enable monitoring of key production parameters in the real time dashboard. The dashboards will be field wise & well wise. Some of the metrics to be reported are:</p> <ul style="list-style-type: none"> 1. Performance Exceptions Field Production Trends Well Production Performance (daily and cumulative) against Target, Planned v/s actual performance over period. Well status & production uptime Comparison of Virtual / Calculated Rate with Well Test Rates Downtime Monitoring Trend for Shut down List the losses by cause and their potential Volume of gas injected for gas lift operations <p>The production surveillance dashboard will be customizable and the final parameter to be monitored will be decided during drafting the functional design document</p>	
63.	The bidder shall provide exception-based notification & alarms. Solution shall incorporate an alarm system that	

	<p>will provide notifications of process variables exceeding a specified tolerance in form of email and system notifications to configurable recipients.</p> <p>Other example of alert use case are as follow (but not limited to)</p> <ol style="list-style-type: none"> 1. Pressure difference increase to indicate surface network bottleneck 2. Temperature pattern to identify wax appearance. 3. Leakage in a flow line (Pressure & Temperature drop) 4. Suspect data: PDMS shall be able to verify and validate data received from the historian. Alarms should report suspect data 	
64.	Surveillance dashboards, alerts & notification will be role based. The detailing and number of various dashboards, visualizations & alarm scenarios will be performed during the solution design phase.	

d. Training

A.	Instrumentation	
65.	The BIDDER shall ensure that operators, supervisors, junior Engineers & Installation Managers are well trained in all aspects of using, calibrating, tuning, Dos & Don'ts etc. of the various instruments.	
66.	<ol style="list-style-type: none"> 1. The successful BIDDER will have to arrange for detailed training of the complete installed system for OIL personnel at the bidder's premises for a period of minimum 5 days after commissioning of the complete system. 2. OIL will bear the cost of travel, boarding and lodging of OIL personnel. 3. The Bidder must mention the details of the training schedule along with the bid. 4. Training manuals (hard copies and soft copy) must be provided to every OIL personnel who attend the training program. 5. Bidder must arrange for separate training program for OIL designated personnel at OIL site after commissioning for a minimum period of 2 (two) days. This training should include monitoring, data and system backup operations, calibration of the field equipment, maintenance etc. 	
67.	BIDDER shall adopt "Train the Trainer" model for training of OIL appointed personnel. All training material to support future training by OIL shall be provided by the BIDDER.	

B.	Software
68.	<p>The BIDDER shall provide a detailed training on the PDMS and Online Simulation Software:</p> <ol style="list-style-type: none"> 1. The training shall be provided so that OIL's operating personnel are able to operate and maintain the software (PDMS & Online Simulator) in accordance with the O&M manuals. 2. The manuals need to be handed over to OIL in hard copy as well as soft copy. 3. The training program will include both classroom (theoretical) and on-the-job (practical/hands-on) training. The schedule for the training course shall be mutually agreed between OIL and the BIDDER. 4. The bidder should also train the selected users appointed for testing the software to enable them conduct UAT. 5. BIDDER shall conduct training at OIL premises for OIL engineers. These courses will be provided immediately following UAT and should be based upon as built versions of BIDDER's documentation. 6. The extent of the above training provided by BIDDER shall be limited to provision of (3) batches of (2) day duration each; to be attended by maximum of (12) company personnel per batch. <p>All training courses materials shall be provided for each delegate and additional 2 sets (soft and hard copy) shall be included.</p>
69.	<p>BIDDER shall adopt "Train the Trainer" model for training of OIL appointed personnel. All training material to support future training by OIL shall be provided by the BIDDER.</p>

e. Documentation

70.	BIDDER will be responsible to prepare, update and maintain a detailed master document for all the deliverables under RTPM&A scope. Same should be handed over to OIL's appointed EIC at the time of solution Go-Live.	
71.	All the latest revision of the documents (stamped & signed) will be maintained by BIDDER	
72.	BIDDER will supply all original documentation for all third-party hardware and third-party software.	
73.	All drawings and documents (including reports) shall be submitted to OIL for review, through transmittal. All comments offered by OIL will be suitably addressed before revising and updating the drawings/documents. BIDDER will formally close out each comment given by OIL on documents / drawings submitted during the engineering work. Resolutions proposed by the BIDDER and the final agreement with OIL will be documented in a formal comments review sheet, which will be formally logged in the document management system.	
74.	All drawings/documents for the OIL's review will be submitted in PDF and native format.	
75.	All documents and literatures are to be supplied in English Language	
A.	Instrumentation	
76.	<ol style="list-style-type: none"> 1. The successful bidder must submit the network design diagram, wiring diagrams, hookup drawings, loop drawings, cable of the offered system after successful commissioning of the project. 2. Cross ferruling markups of cables/wires to be followed throughout as a standard practice. <p>BIDDER shall provide certificate for all the tests indicated in the requirements section and other applicable tests. Technical and user manuals/ literature of all hardware/ software and other equipment must be provided.</p>	
77.	The BIDDER will furnish site wise detailed commissioning report of the system containing record of performance parameters measured during field acceptance test, wiring details etc. prior to Go-Live of the solution.	

B.	Software
78.	Key Documents to be provided: Project Execution Plan, Project Schedule, Quality Plan, Master Document Registry, Functional Design Specification, As built drawings, Operation & Maintenance Manual, Report formats etc.

2.3 TECHNICAL REQUIREMENT

a. Instrumentation, Data Transfer and Storage

No.	Requirements	Remarks
A.	<u>Instrument Specifications</u>	
1.	<p><u>Wireless Gauge Pressure Transmitter for Wells & Indirect Heater</u></p> <p>Type: Wireless Gauge pressure transmitter</p> <p>Model: Bidder to specify</p> <p>Range: As per Annexure-A</p> <p>Ambient temperature & Humidity: 0 to 60 Deg C & 50 to 99% RH</p> <p>Accuracy: +/- 0.075 % of the span or better</p> <p>Stability: +/- 0.075% of URL for 1 year</p> <p>Rangeability: 50:1 or better</p> <p>Over range protection: 130% of full range</p> <p>Tx. diaphragm & other wetted parts: SS316 or better</p> <p>Electrical area classification: In accordance with OMR 2017 Guidelines for use in Zone-1 Gr. IIA/IIB/IIC T3</p> <p>Enclosure: IP 65 Minimum</p> <p>Intrinsically safe: Required</p> <p>Local display: Required</p> <p>Electronic housing: Housing material shall be suitable for area classification and IP class.</p> <p>Process media: Crude Oil + Natural Gas + Formation Water</p> <p>Process temperature: 0-100 Deg C</p> <p>Process connection: ½ in NPT (F) with remote seal with capillary up-to 5 Mtrs. The connection may include vent/ flush ports as applicable.</p> <p>Mounting bracket: (304 SS) with plate and nuts for 2 inch pipe mounting</p> <p>Transmitter power: Transmitter to be supplied with easy to replace battery. With an update time of 1min, required battery life is min. 7 years or more with devices configured as I/O + Repeaters or visa-vis for seamless communication. Any</p>	

	<p>additional Battery to serve this requirement shall be offered by vendor in their BOM.</p> <p>Transmitter output: Wireless</p> <p>Frequency: 2.4GHz Range (license free ISM Band)</p> <p>Wireless protocol: Wireless HART/ ISA 100.11a</p> <p>Antenna type: Internal within the Sensor Housing/ Integrally Mounted/ Integral threaded type antenna with transmitter. Separate Antenna with cable is not acceptable.</p> <p>Transmitter update rate: Selectable between 5 seconds to 60 minutes.</p> <p>Network: Wireless network, must be field configurable in star or mesh or combination of both topologies based on site requirement. Freely Configurable as IO or Repeater or IO+ Repeater or in Auto mode.</p> <p>Transmitter configuration: Local/via gateway over the network</p> <p>Device programming: Tx to have capability to work both as input device and repeater.</p> <p>Self-diagnostic: Required</p> <p>Security: should comply basic industrial standards necessary documents should be provided.</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable)</p>	
2.	<p><u>Wireless Temperature Sensor & Transmitter for Wells & Indirect Heater:</u></p> <p>Type: Wireless Temperature transmitter</p> <p>Model: Bidder to specify</p> <p>Range: As per Annexure-A</p> <p>Input type: Input type should be selectable: Thermocouples, 3, and 4-wire RTDs.</p> <p>Ambient temperature & Humidity: 0 to 60 Deg C & 50 to 99% RH</p> <p>Accuracy: +/-0.5 Deg Celsius(Digital Accuracy) for PT100 RTD Input at 20 °C reference condition Stability: +/- 0.5% of URL for 1 year</p> <p>Rangeability: 50:1 or better</p> <p>Process media: Crude Oil + Natural Gas+ Formation Water</p> <p>Process temperature: 0-100 Deg C</p> <p>Electrical area classification: In accordance with OMR-2017 Guidelines for use in Zone-1 Gr. IIA/IIB, T3</p> <p>Enclosure: IP 65 Minimum</p>	

	<p>Intrinsically safe: Required</p> <p>Local display: Required</p> <p>Electronic housing: Housing material shall be suitable for area classification and IP class.</p> <p>Cable Entry: ½ in NPT (F)</p> <p>Mounting bracket: (304 SS) with plate and nuts for 2 inch NB pipe mounting</p> <p>Transmitter power: Transmitter to be supplied with easy to replace battery. With an update time of 1min, required battery life is min. 7 years or more with devices configured as I/O + Repeaters or visa-vis for seamless communication. Any additional Battery to serve this requirement shall be offered by vendor in their BOM.</p> <p>Transmitter output: Wireless</p> <p>Frequency: 2.4GHz Range (license free ISM Band)</p> <p>Wireless protocol: Wireless HART/ ISA 100.11a</p> <p>Antenna type: Internal within the Sensor Housing/ Integrally mounted/ integral threaded type antenna with transmitter. Separate Antenna with cable is not acceptable.</p> <p>Transmitter update rate: Selectable between 5 seconds to 60 minutes.</p> <p>Network: Wireless network, must be field configurable in star or mesh or combination of both topologies based on site requirement. Freely Configurable as IO or Repeater or IO+ Repeater or in Auto mode.</p> <p>Transmitter configuration: Local/via gateway over the network</p> <p>Device programming: Tx to have capability to work both as input device and repeater.</p> <p>Self-diagnostic: Required</p> <p>Sensor Specification: 3 Wire, Pt-100, Dual Element.</p> <p>Thermowell Specification: SS 316 Material, Solid Drilled and Tapered construction.</p> <p>Thermowell Insertion length: Vendor to check during detail engineering.</p> <p>Security: Should comply basic industrial standards necessary documents should be provided.</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable).</p> <p>Accessories: FLP cable glands (as applicable)</p>	
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	Note: Supply of Temperature Sensor (RTD/TC), Thermo-well (SS) as per process is scope of the bidder.	
3.	<p>Wireless Differential Pressure & Temperature Transmitter Package for Flow computation at Gas Lift Wells</p> <p><i>(Note: The package for flow computation at gas injection lines will consist of Differential Pressure Transmitter, Static Pressure Transmitter, and a Temperature Transmitter. Specifications for Static Pressure and Temperature Transmitter must be referred from line item 2.3 (a) 1 & 2.3 (a) 2 mentioned above. Specifications for Differential Transmitters are mentioned below.</i></p> <p>Type: Wireless Differential pressure transmitter Model: Bidder to specify Range: As per Annexure-A Beta Ratio: Line size is 2"NB, Suitable ratio VTA. Ambient temperature & Humidity: 0 to 60 Deg C & 50 to 99% RH (non-condensing) Temperature compensation: required. Accuracy: +/- 0.075 % of the span or better Stability: +/- 0.075% of URL for 2 years Refresh rate should be field selectable from 05 seconds to 60 minutes. Rangeability: 50:1 or better Over range protection: 130% of full range Transmitter power: Transmitter to be supplied with easy to replace battery. With an update time of 1min, required battery life is min. 7 years or more with devices configured as I/O + Repeaters or visa-vis for seamless communication. Any additional Battery to serve this requirement shall be offered by vendor in their BOM. Tx. diaphragm & other wetted parts: SS316 or better Process media: Natural Gas Process temperature: 0-100 Deg C Process Connection: ½ in NPT (F), the connections shall include vent/ flush ports as applicable. Area Classification Certification: In accordance with OMR-2017 Guidelines for use in Zone-1 Gr. IIA/IIB, T3 Enclosure: IP 65 rating or above. Intrinsically safe: Required Local display: Required Wireless Protocol & Topology: Wireless HART/ISA100.11a with all devices configured on Mesh or Star Topology. Freely Configurable as IO or Repeater or IO+ Repeater or in Auto mode.</p>	

	<p>Frequency: 2.4GHz Range (license free ISM Band)</p> <p>Antenna: Internal within the Sensor Housing/ Integrally Mounted/ Integral threaded type antenna with transmitter. Separate Antenna with cable is not acceptable.</p> <p>Transmitter configuration: Local/via gateway over the network</p> <p>Device programming: Tx. to have capability to work both as input device and repeater.</p> <p>Self-diagnostic: Required</p> <p>Orifice Plate: Orifice Plate and Ring material should be SS316 at minimum. Flange material shall be in accordance with line pressure. Orifice assembly shall include supply of plates, flanges, stud, bolts, nuts, jack screw, gasket / plate, holder & plugs.</p> <p>Security: should comply basic industrial standards necessary documents should be provided.</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable)</p> <p>Accessories: High pressure tubes and tube fittings, mounting accessories (as applicable).</p> <p>Note: For DPT, OIL will be provisioning a spool at well site while rest of the accessories (companion flange (MS), orifice plate etc.) for installation and commissioning will be in the scope of the bidder.</p>	
4.	<p>Wireless Gauge Pressure Transmitter for Flow Lines & Process Vessels</p> <p>Type: Wireless Gauge pressure transmitter</p> <p>Model: Bidder to specify</p> <p>Range: As per Annexure-A</p> <p>Ambient temperature & Humidity: 0 to 60 Deg C & 50 to 99% RH</p> <p>Accuracy: +/- 0.075 % of the span or better</p> <p>Stability: +/- 0.075% of URL for 1 years</p> <p>Rangeability: 50:1 or better</p> <p>Over range protection: 130% of full range</p> <p>Tx. diaphragm & other wetted parts: SS316 or better</p> <p>Electrical area classification: In accordance with OMR-2017 Guidelines for use in Zone-1 Gr. IIA/IIB, T3</p> <p>Enclosure: IP 65 Minimum</p>	

	<p>Intrinsically safe: Required</p> <p>Local display: Required</p> <p>Electronic housing: Housing material shall be suitable for area classification and IP class.</p> <p>Process media: Crude Oil + Natural Gas+ Formation Water</p> <p>Process temperature: 0-100 Deg C</p> <p>Process Connection for flow line PT: ½” NPT(F) with remote seal with capillary up-to 5 Mtrs. The connection may include vent/ flush ports as applicable.</p> <p>Process Connection for process vessel PT: ½” NPT(F). Connection may include vent/flush ports as applicable.</p> <p>Mounting bracket: (304 SS) with plate and nuts for 2 inch pipe mounting. Transmitter shall be provided with 2-valve manifold. The process and vent/drain shall be provided with 1/2" OD double compression type fittings.</p> <p>Transmitter power: Transmitter to be supplied with easy to replace battery. With an update time of 1min, required battery life is min. 7 years or more with devices configured as I/O + Repeaters or visa-vis for seamless communication. Any additional Battery to serve this requirement shall be offered by vendor in their BOM.</p> <p>Transmitter output: Wireless</p> <p>Wireless protocol: Wireless HART/ ISA 100.11a</p> <p>Frequency: 2.4GHz Range (license free ISM Band)</p> <p>Antenna: Internal within the Sensor Housing/ Integrally mounted/ Integral threaded type antenna with transmitter. Separate Antenna with cable is not acceptable.</p> <p>Transmitter update rate: Selectable between 5 seconds to 60 minutes.</p> <p>Network: Wireless network, must be field configurable in star or mesh or combination of both topologies based on site requirement. Freely Configurable as IO or Repeater or IO+ Repeater or in Auto mode.</p> <p>Transmitter configuration: Local/via gateway over the network</p> <p>Device programming: Tx to have capability to work both as input device and repeater.</p> <p>Self-diagnostic: Required</p> <p>Security: should comply basic industrial standards necessary documents should be provided.</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report &</p>	
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	Installation dimension Drawings, etc. as applicable)	
5.	<p>Wireless Temperature Transmitter for Flow Lines & Process Vessels</p> <p>Type: Wireless Temperature transmitter</p> <p>Model: Bidder to specify</p> <p>Range: As per Annexure-A</p> <p>Input type: Input type should be selectable: Thermocouples 3, and 4-wire RTDs.</p> <p>Ambient temperature & Humidity: 0 to 60 Deg C & 50 to 99% RH</p> <p>Accuracy: +/-0.5 Deg Celsius(Digital Accuracy) for PT100 RTD Input at 20 °C reference condition</p> <p>Stability: +/- 0.5% of URL for 1 year</p> <p>Rangeability: 50:1 or better</p> <p>Process media: Crude Oil +Natural Gas+ Formation water</p> <p>Process temperature: 0-100 Deg C</p> <p>Electrical area classification: In accordance with OMR-2017 Guidelines for use in Zone-1 Gr. IIA/IIB, T3</p> <p>Enclosure: IP 65 Minimum</p> <p>Intrinsically safe: Required</p> <p>Local display: Required</p> <p>Electronic housing: Housing material shall be suitable for area classification and IP class.</p> <p>Cable Entry: ½ in NPT (F)</p> <p>Mounting bracket: (304 SS) with plate and nuts for 2 inch NB pipe mounting</p> <p>Transmitter power: Transmitter to be supplied with easy to replace battery. With an update time of 1min, required battery life is min. 7 years or more with devices configured as I/O + Repeaters or visa-vis for seamless communication. Any additional Battery to serve this requirement shall be offered by vendor in their BOM.</p> <p>Transmitter output: Wireless</p> <p>Wireless protocol: Wireless HART/ ISA 100.11a</p> <p>Frequency: 2.4GHz Range (license free ISM Band)</p> <p>Antenna type: Internal within the Sensor Housing/ Integrally Mounted/ Integral threaded type antenna with transmitter. Separate Antenna with cable is not acceptable.</p> <p>Transmitter update rate: Selectable between 5 seconds to 60 minutes.</p> <p>Network: Wireless network, must be field configurable in star or mesh or combination of both topologies based on site requirement. Freely Configurable as IO or Repeater or IO+</p>	

	<p>Repeater or in Auto mode.</p> <p>Transmitter configuration: Local/via gateway over the network</p> <p>Device programming: Tx to have capability to work both as input device and repeater.</p> <p>Self-diagnostic: Required</p> <p>Sensor Specification: 3 Wire, Pt-100, Dual Element.</p> <p>Thermowell Specification: SS 316 Material, Solid Drilled and Tapered construction.</p> <p>Thermowell Insertion length: Vendor to check during detail engineering.</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable).</p> <p>Accessories: FLP cable glands (as applicable)</p> <p>Note: Supply of Temperature Sensor (RTD/TC), Thermo-well (SS) as per process is scope of the bidder.</p>	
6.	<p>Wireless (DPT) for Flow metering at Formation Water Injection Line</p> <p>Type: Wireless Differential pressure transmitter</p> <p>Model: Bidder to specify</p> <p>Range: As per Annexure-A</p> <p>Beta Ratio: Line size is 2"NB, Suitable ratio VTA.</p> <p>Ambient temperature & Humidity: 0 to 60 Deg C & 50 to 99% RH (non-condensing)</p> <p>Temperature compensation: Required</p> <p>Accuracy: +/- 0.075 % of the span or better</p> <p>Stability: +/- 0.075% of URL for 2 years</p> <p>Refresh rate should be field selectable from 05 seconds to 60 minutes.</p> <p>Rangeability: 50:1 or better</p> <p>Over range protection: 130% of full range</p> <p>Transmitter power: Transmitter to be supplied with easy to replace battery. With an update time of 1min, required battery life is min. 7 years or more with devices configured as I/O + Repeaters or visa-vis for seamless communication. Any additional Battery to serve this requirement shall be offered by vendor in their BOM.</p> <p>Tx. diaphragm & other wetted parts: SS316 or better</p>	

	<p>Process media: Formation Water</p> <p>Process temperature: 0-100 Deg C</p> <p>Process Connection: ½ in NPT (F), the connections shall include vent/ flush ports as applicable.</p> <p>Area Classification Certification: In accordance with OMR-2017 Guidelines for use in Zone-1 Gr. IIA/IIB, T3</p> <p>Enclosure: IP 65 rating or above.</p> <p>Intrinsically safe: Required</p> <p>Local display: Required</p> <p>Wireless Protocol & Topology: Wireless HART/ISA100.11a with all devices configured on Mesh or Star Topology. Freely Configurable as IO or Repeater or IO+ Repeater or in Auto mode.</p> <p>Frequency: 2.4GHz Range (license free ISM Band)</p> <p>Antenna: Internal within the Sensor Housing/ Integrally Mounted/ Integral threaded type antenna with transmitter. Separate Antenna with cable is not acceptable.</p> <p>Transmitter configuration: Local/via gateway over the network</p> <p>Device programming: Tx. to have capability to work both as input device and repeater.</p> <p>Self-diagnostic: Required</p> <p>Orifice Plate: Orifice Plate and Ring material should be SS316 at minimum. Flange material shall be in accordance with line pressure. Orifice assembly shall include supply of plates, flanges, stud, bolts, nuts, jack screw, gasket / plate, holder & plugs.</p> <p>Security: should comply basic industrial standards necessary documents should be provided.</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating& Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable)</p> <p>Accessories: High pressure tubes and tube fittings, mounting accessories (as applicable).</p> <p>Note: For DPT, OIL will be provisioning a spool at well site while rest of the accessories (companion flange (MS), orifice plate etc.) for installation and commissioning will be in the scope of the bidder.</p>	
7.	<p>Wireless Gateways</p> <p>(To be provided as applicable)</p>	

	<p>Type: Gateway shall be with remote antenna mounting for seamless communication. Gateway shall be redundant with maximum change over time of 16 sec. Gateway shall be provided with detachable remote antenna along with cable between gateway and antenna and all accessories. The bidder must mention the maximum distance up-to which the antenna may be extended which should not be less than 100 meters and must supply the extension cable along with the gateway.</p> <p>Update rate: Minimum 10 transmitter signals with 1 sec update rate or better & expandable up to 100 transmitter signals (by increasing update rate suitably but not more than 16sec) with star/mesh or combination of both network topologies.</p> <p>Gateway output: Modbus TCP/IP or as per system requirement and to fulfil the other technical requirement.</p> <p>Network: Wireless network communication shall be field configurable to establish star/mesh/ combination of both topologies to optimize the network usage. The communication must have self-healing capability and after failure of some established communication, system must automatically re-establish communication via the redundant paths and vice versa and there should not be any requirement of human interference for the same.</p> <p>Protocol: Wireless HART/ ISA 100.11a</p> <p>Frequency: 2.4 GHz range (license free ISM band)</p> <p>Security: Should comply basic industrial standards, necessary documents should be provided.</p> <p>Gateway Capacity: The system shall be scalable up-to minimum 100 nos. of input device without any addition of gateway with update rates of max. 16 seconds.</p> <p>Input power supply: 24 V DC</p> <p>Electro-magnetic interface effect: CE mark/ radio approvals /complies with EN61326-1:2006</p> <p>Electronic housing / protection: Suitable for safe area, control room installation, IP 54 minimum</p>	
8.	<p>Wireless Repeaters (To be provided as applicable)</p> <p>Type: Wireless Repeater</p> <p>Wireless protocol: wireless HART/ ISA 100.11a</p> <p>Frequency: 2.4 GHz Range (license free ISM band)</p> <p>Network: wireless network communication shall be field configurable to establish star/mesh/combination of both topologies to optimize the network usage.</p>	

	<p>Battery & battery life: Field replaceable battery with an update time of 1min, required battery life is min. 7 years or more with devices configured as I/O + Repeaters or visa-vis for seamless communication. Any additional Battery to serve this requirement shall be offered by vendor in their BOM. Repeater with external power supply will not be acceptable.</p> <p>Security: Should comply basic industrial standards, necessary documents should be provided.</p> <p>Electrical area classification: In accordance with OMR-2017 Guidelines for use in Zone-1 Gr. IIA/IIB, T3</p> <p>Enclosure: IP65 minimum</p> <p>Operating temperature & humidity: 0 to 50 Deg C & 50 to 99% RH</p> <p>Intrinsically safe: Required</p> <p>Electro-magnetic interface effect: CE mark/ radio approvals /Complies with EN61326-1:2006</p> <p>Mounting bracket: (304 SS) with plate and nuts for 2 inch NB pipe Mounting</p> <p>Antenna type: Omni directional, integral</p> <p>Configuration: Local/via gateway over the network</p>	
9.	<p>Level (GWR) Transmitter for Process Vessels/ Emulsion treaters</p> <p>Vessel Material: Carbon Steel</p> <p>Fluid Phase: For Process Vessels: Condensate Liquid and Liquid For Emulation Treaters: Crude Oil / formation water</p> <p>Fluid Properties: (Please refer crude analysis as mentioned in Annexure-A)</p> <p>Process temperature: 0-100 Deg C</p> <p>Ambient Temperature Range: 0°C TO 60 °C</p> <p>Measurement Principle: Guided Wave Radar Type</p> <p>Power Supply: Loop Powered with 24VDC supply.</p> <p>Output:4-20 mA DC HART</p> <p>Display: Integrated liquid crystal display (LCD) with through-the-glass (TTG) interface</p> <p>Accuracy Standards: Base accuracy of +/- 5mmof the measurement range</p> <p>Refresh rate should be field selectable from 05 Seconds to 60 minutes.</p> <p>Placement: External placement in cage of carbon steel (CS 3.0MM CA)</p> <p>Mounting Assembly: Cage Mounted</p>	

	<p>Cage details: External Cage with CS 3.00 MM CA, SIDE TO SIDE / ROTATABLE HEAD, SS316L material, Accessories such as gaskets, bolts, nuts and mounting arrangements are in the scope of the bidder.</p> <p>Process Connection: ½” NPT</p> <p>Enclosure: IP 66/67 rating or above.</p> <p>Housing: Housing material shall be suitable for area classification and IP class.</p> <p>Self-Diagnostics: Required at local display</p> <p>Area Classification Certification: In accordance with OMR 2017 Guidelines for use in zone-1 Gr. IIA/IIB, T3</p> <p>Vibration resistance as per IEC60770-1 or AME B14.1</p> <p>Interference immunity in accordance with IEC/EN 61326-1</p> <p>Security: Should comply basic industrial standards, necessary documents should be provided.</p> <p>Test & Certification: Vendor to provide Calibration certificate, IP Protection, Area Classification certificate</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable)</p> <p>Accessories: FLP cable glands (as applicable), mounting accessories.</p>	
10.	<p>Non-Contact Level Transmitter for Formation Water Tanks</p> <p>Vessel Description: Formation Water Storage Tanks</p> <p>Vessel Material: Carbon Steel</p> <p>Fluid Phase: Formation Water</p> <p>Fluid Properties: (Please refer injection water analysis as mentioned in Annexure-A)</p> <p>Measurement Principle: Radar (non-contact) Type</p> <p>Measurement Range: 0 to 30 meters</p> <p>Power Supply: Loop Powered with 24V supply.</p> <p>Output: 4-20 mA DC HART/ Wireless HART/ ISA 100.11a</p> <p>Display: Integrated liquid crystal display (LCD) with through-the-glass (TTG) interface</p> <p>Mounting Assembly: Top Mounted</p> <p>Process Connection: 4” NPT, 2” NPT and 6”NPT as applicable on each of the formation water tanks.</p> <p>Accuracy Standards: Base accuracy of +/- 10 mm of the measurement range.</p>	

	<p>Refresh rate should be field selectable from 05 Seconds to 60 minutes.</p> <p>Enclosure: IP 66/67 rating or above.</p> <p>Housing: Housing material shall be suitable for area classification and IP class.</p> <p>Self-Diagnostics: Required at local display</p> <p>Ambient Temperature Range: 0°C TO 60 °C</p> <p>Frequency: 2.4GHz Range (license free ISM Band)-for wireless</p> <p>Area Classification Certification: In accordance with OMR 2017 Guidelines for use in zone-1 Gr. IIA/IIB, T3</p> <p>Interference immunity in accordance with IEC/EN 61326-1</p> <p>Security: Should comply basic industrial standards, necessary documents should be provided.</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable)</p> <p>Accessories: FLP cable glands (as applicable), mounting accessories.</p>	
11.	<p>Water Cut Meter</p> <p>Vessel Description: Emulsion Treater (Oil Outlet Line)</p> <p>Vessel Material: Carbon Steel</p> <p>Fluid Phase: Crude Oil (Oil + Natural gas + Formation Water)</p> <p>Fluid Properties: (Please refer crude sample analysis as mentioned in Annexure-A)</p> <p>Fluid temperature: 0-100 Deg C</p> <p>Instrument Type: Full bore measurement type for full fluid to pass through the meter. Insertion probe with spool piece assembly is not acceptable. Meter should not require manual feeding of crude density data. Meter should be self-updating / calibrating type.</p> <p>Placement: Inline horizontal placement on 4" line (3 Nos.)</p> <p>Sensor Technology: Microwave Resonance Type or IR Type (Full bore)</p> <p>Sensor Accuracy Standards: ± 5% of Reading, COATING / WAXING should not affect the meter accuracy/ measurement performance.</p> <p>Sensor Body Construction Material: All 316 Stainless Steel (standard) Optional Duplex/Monel/Hastelloy C</p> <p>Wetted Part MOC: CARBON STEEL NACE MR 0175, ISO 15156</p>	

	<p>Flange type material: SS316L or better.</p> <p>Calibration Range %: 0-15%, METER SHOULD NOT REQUIRE RE- CALIBRATION</p> <p>Instrument Range%: 0-15%</p> <p>Sensitivity: 0.005%</p> <p>RTD: Integral to meter - PT100</p> <p>Instrument Repeatability: ±0.01%</p> <p>Maximum Allowable Pressure Drop: 0.3 Kg/cm2 or lesser.</p> <p>Display Options: Integrated liquid crystal display (LCD) with through-the-glass (TTG) interface / / Remote HI-LOW display.</p> <p>Power Requirement: Loop Powered 24 V DC</p> <p>Output: 4-20 mA DC/HART/ RS 485 MODBUS</p> <p>Housing Material and Specifications: Stainless Steel IP66. Sensory body should be of SS316.</p> <p>Water in Oil Range: User selectable ex. 0-1%, 0-10% Optional 0-100%</p> <p>Temperature Compensation: Built in Temperature sensor</p> <p>Protection: IP66 or above</p> <p>Cable Entry: VTA</p> <p>Ambient Temperature Range: 0°C TO 60 °C</p> <p>Area Classification Certification: In accordance with OMR 2017 Guidelines for use in zone-1 Gr. IIA/IIB, T3</p> <p>Security: Should comply basic industrial standards, necessary documents should be provided</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable)</p> <p>Accessories: FLP cable glands (as applicable), mounting accessories.</p>	
12.	<p>Oil in Water Line (Oil Content) Analyzer</p> <p>Sensor Specifications</p> <p>Measurement Principle: UV fluorescence method for polycyclic aromatic hydrocarbons (PAH)</p> <p>Detector: UV photodiode with interference filter; Compensation of daylight and flash lamp intensity fluctuations. Light source should be miniature xenon flash lamp with interference filter.</p> <p>Fluid Properties: Please refer detailed formation water analysis under Annexure A</p> <p>Placement: Inline on 4" discharge formation water discharge line with a submersible probe.</p> <p>Pressure Range: 0- 40 Kg/SCM</p>	

	<p>Temperature Range: 0°C TO 60 °C</p> <p>Material: Body material (Stainless Steel) and Housing material (Stainless Steel, 316Ti (1.4571))</p> <p>Protection: IP 68 or above</p> <p>Oil & Grease Range: 0 – 150 ppm (mg/L) in water</p> <p><u>Transmitter Specifications</u></p> <p>Accuracy: +/- 0.075% of the measurement span</p> <p>Power Requirement: Loop Powered 24 V DC</p> <p>Output: 4-20 mA DC /HART/Modbus</p> <p>Housing Material and Specifications: Stainless Steel IP66. Sensory body should be of SS316</p> <p>Display: To be provided with backlighting feature</p> <p>Enclosure Materials: Polycarbonate, Aluminium (powder coated), Stainless Steel</p> <p>Mounting Configurations: Wall/pole/ panel mounting</p> <p>Enclosure Rating: NEMA4X / IP66</p> <p>Conduit Openings: As per vendor design</p> <p>Memory Backup: Flash Memory</p> <p>Area Classification Certification: In accordance with OMR 2017 Guidelines for use in zone-1 Gr. IIA/IIB, T3</p> <p>Security: Should comply basic industrial standards, necessary documents should be provided</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable)</p> <p>Accessories: FLP cable glands (as applicable), mounting accessories.</p>	
13.	<p>Chemical Flowmeter Transmitter</p> <p>Measurement Principle: Coriolis Mass flowmeter</p> <p>Placement: Inline horizontal placement on 1” flow line downstream of dosing pumps.</p> <p>Fluid Phase & Properties: Chemical (Oil Soluble Demulsifier & Deoiler) (Refer composition details in Annexure A)</p> <p>Measurement Parameters: Flow rate, Density & temperature of the fluid (Chemical).</p> <p><u>Sensor Specifications</u></p>	

	<p>Type of measuring tube: Dual U shape – Seamless tube</p> <p>Measuring Tube material: SS316L</p> <p>Excitation frequency: Optimum frequency less than 200 Hz to overcome influence of power line frequency and vibration frequency & Pipeline stresses</p> <p>Accuracy: For Mass Flow: 0.1% of the measured flow, For Density: 1 g/Litre</p> <p>Sensor /Body Housing material: SS304, to be equipped with secondary containment for eliminating ambient temperature effect.</p> <p>Process Connection Flange material, size and rating: SS316L, Size 1 inch, Namur installation length according to NE132, ANSI Class 900 RF # 125 AARH (Note: size & rating are indicative which needs to be firmed up during detailed engineering)</p> <p>Enclosure Rating: IP66/67 or above– NEMA 4X</p> <p><u>Transmitter Specifications</u></p> <p>Transmitter Housing: 4 wire type: Remote type True Transmitter Dual Compartment separated by metal wall. Die cast aluminium at the minimum.</p> <p>Display: Backlit LCD display for Mass flow /Density /Temperature / Totalized flow.</p> <p>Output: 4-20 mA DC /HART</p> <p>Transmitter Output: 4 to 20 mA isolated current outputs. 2 Active current and 1 passive status outputs, one active with HART 7 for Mass flow and second active for density.</p> <p>Cable Entry: ½” NTP(F).</p> <p>Accuracy: 0.1% of the measured flow</p> <p>Rangeability: 50:1 or better</p> <p>Diagnostic features: Meter verification – with Total health check, Event management in case of Abnormality -information through external storage or USB /SD card. To have Dual phase handling capability with Automatic Drive circuit power management.</p> <p>Power Supply: Universal Power 230VAC/24 VDC</p> <p>Enclosure rating: IP-65 or above and explosion proof</p>	
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	<p>Maximum measuring temperature medium: 60°Celsius Ambient Temperature: 0°C TO 60 °C</p> <p>Diagnostic features: Meter verification – with Total health check, Event management in case of Abnormality -information through external storage or USB /SD card. To have Dual phase handling capability with Automatic Drive circuit power management</p> <p>Remote signal cable: Between Sensor and Transmitter 10 meters length.</p> <p>Hazardous Area Classification: The meter should meet applicable standards and OMR 2017 guidelines for use in zone-1 Gr. IIA/IIB, T3. Weights & Measure approval from govt of India & OIML.</p> <p>Mounting Accessories: Bidder to provide mounting accessories (nuts, bolts, U-clamp, Brackets etc.) <u>and FLP cable glands, as applicable.</u></p> <p>Security: Should comply basic industrial standards, necessary documents should be provided.</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable)</p> <p>Installation:</p> <ul style="list-style-type: none"> • Flow meter shall be installed as per API-20 • The proposed mass flow meter shall be installed on horizontal pipeline section and mass flow meter construction/design complies with the installation location aforesaid. The bidder shall provide a drawing of recommended installation arrangement with the piping modified proposed, after supply of items. • The Mass Flow Meter Hardware shall be protected against surges, transients induced either by switching of heavy electrical loads or lighting. Compatible surge protectors recommended by OEM for signal and power supply with necessary mounting accessories shall be provided. • Flow meter shall be inline mounting design with flow direction clearly marked on flow tube to ensure proper installation. 	
14.	<p>Multi-Phase Flow Meter</p> <p>Measurement Principal: Gamma Absorption based / non-</p>	

	<p>gamma absorption-based measurement</p> <p>Function: Fluid Measurement of Multiphase mixture of crude oil, water and gas along with measurement of individual densities. Instantaneous flow measurement of OIL + FORMATION WATER + GAS GVF, GOR, BS & W calculations</p> <p>Type of Instrument: Flow through type Instrument with vertically upwards flow. In line placement on 4" line (test header, u/s of indirect test heater</p> <p>Fluid Phase & Properties: Intermittent Flow (For details, please refer <u>Annexure A</u>)</p> <p>Accuracy Requirement: Liquid rate: +/- 8 - 10% relative, Gas rate: +/- 8- 10% relative, Water cut: +/- 3- 5% absolute</p> <p>Repeatability: $\pm 1/4$th Of Uncertainties</p> <p>Output: 4-20mA/HART/RS485 MODBUS</p> <p>Design pressure: Standard: up to 3,750 psi</p> <p>Ambient temperature: 0°C TO 60 °C</p> <p>Meter body wetted parts materials: Duplex UNS 31803; Super Duplex UNS 32760; Stainless Steel UNS 31600; Alloy 625 UNS N06625</p> <p>Ingress Protection: IP 66 or above</p> <p>Power Requirement: <25W</p> <p>Communication: Modbus TCP / Analog outputs</p> <p>Others: Field replaceable venturi</p> <p>Process Connection: NPT or Flange in accordance with DIN, ASME or Thread DIN 11851</p> <p>Area Classification Certification: In accordance with OMR 2017 Guidelines. IEC zone-1 Gr. IIA/IIB, T3</p> <p>Security: Should comply basic industrial standards, necessary documents should be provided</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/</p>	
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	<p>Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable)</p> <p>Installation:</p> <ul style="list-style-type: none"> • Flow meter shall be installed as per API-20. • The proposed Multi phase flow meter shall be installed on horizontal pipeline section and construction/design should comply with the installation location aforesaid. The bidder shall provide a drawing of recommended installation arrangement with the piping modified proposed, after supply of items. • As per crude oil quality and environmental conditions, electrical heat tracing and suitable thermal insulation shall be provided. • To handle the sand content, suitable strainers and filters should be provided by the bidder in redundant mode with provision of manual change over. Sizing of strainers should be done in order to limit changeovers to 1 week atleast. • The MPFM Hardware shall be protected against surges, transients induced either by switching of heavy electrical loads or lighting. Compatible surge protectors recommended by OEM for signal and power supply with necessary mounting accessories shall be provided. • Flow meter shall be inline mounting design with flow direction clearly mark on flow tube to ensure proper installation. <p>In case the proposed MPFM is based on gamma ray absorption mechanism then the life of radioactive substance should have a life span of 15 years atleast.</p>	
15.	<p>Flow meters for Crude Oil Dispatch Line</p> <p>Measurement Principle: Coriolis Mass flowmeter</p> <p>Placement: Separate metering skid at 10" flow lines.</p> <p>Line size: 10" (approx.)</p> <p>Fluid Composition: Please refer composite crude sample analysis in Annexure A.</p> <p>NOC Requirements: Flow rate of fluid, Density of Oil and Water, Water Cut Values, Fluid Temperature, Concentration and Total Net Oil, etc.</p> <p><u>Sensor Specifications</u></p> <p>Type of measuring tube: Dual U shape – Seamless tube</p> <p>Accuracy: For Mass Flow: 0.1% of the measured flow, For</p>	

	<p>Density: 1 g/Litre</p> <p>Excitation frequency: Optimum frequency less than 200 Hz to overcome influence of power line frequency and vibration frequency & Pipeline stresses</p> <p>Measuring Tube material : SS316L</p> <p>Sensor /Body Housing material: SS304, to be equipped with secondary containment for eliminating ambient temperature effect.</p> <p>Process Connection Flange material and Size and rating: SS316L ,4-inch size, Namur installation length according to NE132 , ANSI Class 600 RF # 125 AARH</p> <p>Enclosure Rating: IP66/67 or above– NEMA 4X</p> <p><u>Transmitter Specifications</u></p> <p>Transmitter Housing: 4 wire type : Remote type True Transmitter Dual Compartment separated by metal wall . Die cast aluminium at the minimum.</p> <p>Display: LCD display with fluorescent Back lite, configuration for Mass flow /Density /Temperature / Totalized flow/Water Percentage</p> <p>Output: 4-20 mA DC /HART</p> <p>Transmitter Output: 4 to 20 mA isolated current outputs. 2 Active current and 1 passive status outputs, one active with HART 7 for Mass flow and second active for density.</p> <p>Cable Entry: ½” NTP(F).</p> <p>Rangeability: 50:1 or better</p> <p>Diagnostic features: Meter verification – with Total health check, Event management in case of Abnormality -information through external storage or USB /SD card. To have Dual phase handling capability with Automatic Drive circuit power management</p> <p>Power Supply: Universal Power 230VAC/24 VDC</p> <p>Enclosure rating: IP-65 or above and explosion proof</p> <p>Remote signal cable: Between Sensor and Transmitter 10-meter distance</p> <p>Hazardous Area Classification: The meter should meet applicable standards and OMR 2017 guidelines for use in zone-1</p>	
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	<p>Gr. IIA/IIB, T3. Weights & Measure approval from govt of India & OIML.</p> <p>Mounting Accessories: Bidder to provide mounting accessories (nuts, bolts, U-clamp, Brackets etc.) <u>and FLP cable glands, as applicable.</u></p> <p>Security: Should comply basic industrial standards, necessary documents should be provided.</p> <p>Documentation: Necessary documentation for installation, maintenance and troubleshooting to be provided. (Calibration certificate, IP Protection, Area Classification certificate, Material Certificates to 3.1 as per EN10204, Pressure test procedure/ Report, NDT procedure / Report, Operating & Maintenance Instructions & Spare Parts List, Hydro Test, Pop test report & Installation dimension Drawings, etc. as applicable)</p> <p>Installation:</p> <ul style="list-style-type: none"> • Flow meter shall be installed as per API-20 • The proposed mass flow meter shall be installed on horizontal pipeline section and mass flow meter construction/design complies with the installation location aforesaid. The bidder shall provide a drawing of recommended installation arrangement with the piping modified proposed, after supply of items. • To handle the sand content, suitable strainers and filters should be provided by the bidder in redundant mode with provision of manual change over. Sizing of strainers should be done to limit changeovers to 1 week at least. • As per crude oil quality and environmental conditions, electrical heat tracing and suitable thermal insulation shall be provided for each mass flow meter. • The Mass Flow Meter Hardware shall be protected against surges, transients induced either by switching of heavy electrical loads or lighting. Compatible surge protectors recommended by OEM for signal and power supply with necessary mounting accessories shall be provided. • Flow meter shall be inline mounting design with flow direction clearly marked on flow tube to ensure proper installation. • OIL will be responsible to prepare the platform with line size definition and handover to the bidder for mass flow meter installation. 	
16.	<p>UPS (Uninterrupted Power Supply) Device</p> <p>Input</p> <p>VOLTAGE: 400 V AC,(+ 15%, - 20%) 3 Phase, 3 Wire</p>	

	<p>FREQUENCY : 50 Hz ($\pm 5\%$)</p> <p>INPUT POWER FACTOR : ≥ 0.88</p> <p>RECTIFIER TYPE: Full wave, A-PFC Rectifier (Advanced PFC rectifier)</p> <p>Output</p> <p>VOLTAGE: 230 V AC (Stepless Adjustable)</p> <p>VOLTAGE REGULATION: ($\pm 1\%$)</p> <p>FREQUENCY: 50 Hz ($\pm 0.1\text{Hz}$)</p> <p>POWER: 5 KVA/4KW</p> <p>CONFIGURATION: Parallel Redundant UPS with Common Battery & SVR in Bypass path.</p> <p>LOAD POWER FACTOR: 0.6 (Lag) to unity within KVA and KW rating</p> <p>WAVEFORM: True Sine Wave</p> <p>INVERTER TYPE: IGBT based PWM with instantaneous sine wave control</p> <p>DC-AC EFFICIENCY: Upto 89%</p> <p>DYNAMIC RESPONSE: For 0- 100% step load change the output shall remain within $\pm 5\%$ and recover to 98% within < 3 cycles.</p> <p>TOTAL HARMONIC DISTORTION:</p> <ul style="list-style-type: none"> a) $< 2\%$ for 100% Linear Load b) $< 5\%$ for 100% Non-linear load <p>OVERLOAD RATING:</p> <ul style="list-style-type: none"> a) 110% of rated for 60 minutes b) 125% of rated for 10 minutes c) 150% of rated for 60 seconds <p>PROTECTIONS:</p> <ul style="list-style-type: none"> a) Input MCCB & Battery MCCB b) Input single phasing. c) Input under / over voltage d) Rectifier over voltage e) Input fuse fail 	
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	<ul style="list-style-type: none"> f) Rectifier over temperature g) Battery over Voltage h) Battery charging current limit i) Battery low j) Output overload k) Output short circuit l) Output under voltage/over voltage • Inverter over temperature 	
17.	<p>The power supply for all the instrumentation inside the Hapjan OCS shall be as follows:</p> <p>Electrical power supply shall be provided at one point inside the battery limit of Hapjan OCS as per the details provided below. Further distribution shall be in the scope of the BIDDER. If any other voltage levels are required, then all necessary conversions shall be in the scope of BIDDER. Only one cable for UPS 230 V AC supply shall come to individual panels. Necessary looping shall be done at panel end for redundant power supply unit by the BIDDER.</p> <ul style="list-style-type: none"> • Input power generator sets available at Hapjan OCS: 2 nos. (285 KVA each). 1 generator set is kept as standby. • Raw Input Power Specs (Theoretically) in case the Bidder chooses to use existing UPS system: <ul style="list-style-type: none"> ○ Input Voltage: 400 V AC (+ 15%, -20%) , 3 Phase, 3 wire, ○ Input Frequency: 50 Hz (+- 5%) ○ Input Power factor: > 0.88 • The UPS power supply available at Hapjan OCS is of 5KVA with a pf of 0.8. Current load is ~10% of the available power supply. • Non-UPS power 230 VAC for panel lighting/switch socket/ fan <p>m) 24 V DC power supply for field transmitters shall be through barriers isolators provided in the control panel which shall be in the scope of bidder.</p>	
B.	Technical Requirement: Instrumentation Common Details	
18.	<p>Supply of all the material as required for completion of the entire scope of the contract is the responsibility of the BIDDER. This scope only includes the major items/instruments. However, all the necessary hardware like Junction Boxes, nameplates, tubing/ piping, tube trays, Instrumentation fittings, signal cables, communication cables and power cables, interconnecting cables, cable glands, cable trays, supports, MCTs, stanchions, flanges, gaskets, nuts, bolts, mounting arrangements etc., and software requirements for effective hook-up and interfacing to make the system complete and safe for operation and</p>	

	maintenance shall be deemed to be included in the scope of work.	
19.	Bid shall include supply of all the parts/ components, may or may not be listed herewith, for smooth operation, maintenance, satisfactory performance of the system for the purpose mentioned in this document and does not limit only to the mentioned topics, but include all that is required for ensuring the delivery of the system totally capable of providing the required functions and quality.	
20.	All the associated erection field works like modification in existing pipeline, cutting, welding, dismantling etc. for installation and commissioning of metering systems are in the scope of the BIDDER.	
21.	These self-organizing wireless networks should automatically optimize connectivity to achieve greater than 99% data reliability. The wireless field devices based on this technology should use small amounts of bandwidth enabling high priority communications. This wireless field instrumentation solution should be engineered and of proven industry standard. The data transmitted through wireless network should be encrypted. The bidder should provide supporting documents as applicable during implementation.	
22.	OIL will be providing support limited to installation of thermowells, orifice plate, tapping points at locations identified during field visit.	
23.	The system should be designed in such a way that failure of any transmitter and repeater (if any) will not affect the others in monitoring and the system should run uninterruptedly.	
24.	The BIDDER shall be responsible for removal of existing hardware from the sites and transportation to disposal area specified by OIL.	
25.	The BIDDER will provide commissioning spares and consumables needed for the testing & commissioning of the equipment at all the sites.	
26.	The BIDDER is responsible for commissioning of individual metering system, if applicable, at the site and checking the system performance as per agreed test procedures and demonstrate the system performance to OIL representative as per requirements. A detailed testing and commissioning procedures	

	shall be furnished for approval before taking up the installation activities.	
27.	The BIDDER will supply all required test & measuring equipment for testing and measuring of various parameters of the system during field acceptance.	
28.	<p>The well head hardware should operate using low-power small-size batteries. Wireless Field Devices Battery Specifications are as follows:</p> <p>a) The wireless field devices should have facility to send “low battery level” alerts to the host system for easy scheduling of maintenance.</p> <p>b) The BIDDER (OEM in case of authorized dealer) should replace the battery without any extra cost to OIL on FOR destination basis if the same is exhausted before 5 years.</p>	
29.	<p>SS Tubing, SS Tubing fittings & other accessories (such as SS isolation valves) - Such items shall be procured from the following make only. Other make is not acceptable.</p> <p>i. Parker</p> <p>ii. Swagelok</p> <p>iii. Sandvik</p>	
30.	In hazardous areas, intrinsically safe instrumentation shall be provided in general. If not possible or not practical, flameproof protection concepts may also be used wherever applicable. All electrical instruments to be installed in hazardous locations should adhere to OMR 2017 guidelines. Contacts shall be encapsulated, hermetically sealed and, if used in intrinsically safe circuits, contacts shall be gold plated.	
31.	The instruments offered shall incorporate the most effective techniques available to minimize the electromagnetic interference effects to ensure that other electronic systems neither adversely affect nor get adversely affected by the system supplied by the Bidder. The Bidder shall ensure that the electromagnetic interference generated by the system is well below the permissible levels as per applicable standards.	
32.	BIDDER needs to ensure that the flow indicated should be temperature & pressure compensated at base temperature 15 deg C and base pressure 1.03323 kg/cm ² a). The compensation shall be either done in the transmitter or in SCADA/IOT platform. The flow measurement should be as per AGA standard.	
33.	BIDDER to arrange all armored and shielded Cables, Cable glands, RGS conduit and accessories (as required)	

34.	BIDDER to arrange FAT for functional testing as per technical specifications and system performance demonstration to OIL representative prior to dispatch of any main system/sub system and accessories. FAT shall be in accordance with the Acceptance procedure prepared by BIDDER and duly approved by OIL.	
C.	Technical Requirement: RTU	
35.	Approvals: UL, cUL, RoHS, FCC, Reach, UL HazLoc C1D2, ATEX Zone 2	
36.	<p>BIDDER should provide RTUs for well specific sensor inputs and shall support the following protocol formats with ability to send data them to SCADA Vantage</p> <p><i>S RTP Client/ Server, Modbus TCP/IP, OPC-UA Server, EGD, PROFINET*, DNP3 Outstation*, IEC-61850 Client*, IEC-104 Server*, HART passthrough, ASCII Serial, Modbus/RTU)</i></p>	
37.	BIDDER to ensure that the Remote Terminal Unit (RTU) can collect and process the data received via wireless gateway for wireless sensors and I/O cards for wired sensors within installation devices. RTU should be able to transmit both types of data to ABB SCADA at MCS Duliajan. Graphics design for new instruments to be incorporated in MCS and OCS, in consultation with ABB, as per requirement.	
38.	BIDDER to ensure that the Remote Terminal Unit (RTU) can receive and process digital & analog control commands from SCADA. The new sensors data should align with the configuration done for existing sensors to achieve data and time sync.	
39.	Remote Terminal Unit (RTU) should communicate simultaneously on all communication ports and using multiple concurrent protocols including IEC 60870-5-101, 60870-5-104, IEC 61850, MODBUS (Serial & TCP/IP) and DNP 3.0 (Serial & TCP/IP)	
40.	BIDDER to ensure that the Remote Terminal Unit (RTU) should have data transmission rates from 300 to 19200 baud for serial ports (for both IEC 60870-5-101 & MODBUS) and 10/100 Mbps for TCP/IP Ethernet ports. The CPU should have built-in USB ports & RS-232 ports.	

41.	BIDDER to ensure RTU have intel or compatible microprocessor operating at speeds not less than 1GHz as the main processing element.	
42.	BIDDER to ensure RTU processor must be able to at least support 16k discrete inputs/outputs and 32k Words for Analog I/O	
43.	BIDDER to ensure RTU shall possess the capability to solve application logic, store the application program and support IEC-61131-3 programming	
44.	BIDDER to ensure PLC should have blocks readily available for AGA calculations.	
45.	BIDDER to ensure RTU shall have the capability of automatic start-up and initialize following restoration of power after an outage without need of manual intervention	
46.	BIDDER to ensure RTU shall support acquisition of real time and accumulated real & reactive values from meter sensors using MODBUS protocol	
47.	BIDDER to ensure RTU shall be equipped with advanced Cyber Security Features such as Integrated Firewall, User Access Control and Data Encryption etc., It should also provide additional provisions around password protection, encrypted communications, encrypted firmware updates	
48.	The provisioning Optical Fiber Network between RTU and Gateway connectors is in the scope of the BIDDER. Along with supply, installation and commissioning of necessary cabling and Integration of RTU with instruments, gateways using the necessary communication system is also in the scope of BIDDER	
49.	<u>Local Web HMI</u> BIDDER to provide a mechanism in which the local data in PLC can be seen via web-based dashboard without 4G or Internet connection also.	
50.	<u>Local Storage</u> BIDDER to ensure to have a local storage which will allow the critical data to be stored in the edge gateway, in case of any physical disconnection with HMI(s) or network downtime, This should be minimum enough to keep the data of at least 30 days,	

	at least 64 GB SSD should be available.	
51.	<p><u>3rd Party data transfer</u></p> <p>BIDDER to ensure to have capability to provide the data to 3rd party devices over OPC UA or Modbus protocol and shall be capable of receiving data from 3rd party on all protocols mentioned above</p>	
52.	<p><u>Edge computing</u></p> <p>BIDDER may provide capability to compute the data on the edge device itself, for that edge device should have minimum 4 GB RAM available, to reduce the latency in data processing and advance analytics implementation scalability in future</p>	
D.	Technical Requirement: Wireless Gateway	
53.	BIDDER to ensure a wireless data transceiver or Gateway that works as a data concentrator unit for wireless field devices. It should act as a data gateway hub for remote monitoring software i.e. interpreter between Field Wireless data to the Display station.	
54.	BIDDER to ensure gateway should have multiple output protocols Modbus, TCP, OPC, Ethernet/IP, HART-IP, https (for Web Interface) to ensure integration to a range of host applications.	
55.	BIDDER to ensure gateway should have controlled access for a security policy. Gateway should have multiple user accounts with differing access to critical security and configuration parameters such that there can be secure network administration. The Gateway should support multiple connections and, in effect, act like a server/client as per application requirement	
56.	BIDDER to ensure Gateway would support the secure transfer of all protocols over an Ethernet connection through a robust encryption process and internal firewall. If the gateway does not support internal firewall, vendor should offer external firewall	
57.	BIDDER should provide hot redundant wireless gateway as it increases the reliability of the system. The Data Transceiver Hardware must be redundant in all aspects and minimum 50% scalability for future use.	

E.	Technical Requirements: Repeater Stations (if required as per Bidder's survey and network Design)	
58.	BIDDER to ensure repeater station consisting of radio, antenna, antenna tower, power supply (Solar or any other). The tower for mounting the antenna shall be so designed and constructed that it prevents easy access to unauthorized persons. The civil works necessary, for example, fencing, pillars, gates, etc., will also be the responsibility of the vendor. The radio should operate with license free frequency. It should operate in the 2.4 GHz Industrial, Scientific, and Medical (ISM) radio band that typically operates from 2.400-2.480 GHz. It is recommended that the wireless transmitters must be capable for long range communication to avoid large number of repeaters.	
59.	BIDDER to design the network topology of the entire solution components in a mesh or a partial mesh topology. Bidder to ensure that the selected nodes topology is chosen keeping in consideration the security, power consumption, cost, and complexity. Bidder will configure selected nodes accordingly which may be required to be in 'always listen' mode and some in 'awake and sleep' mode thus prioritizing power consumption and complexity of the entire network.	
60.	BIDDER to ensure that there is redundancy built into the communication system for specific critical access points/ gateways so that overall solution uptime is maintained. Redundancy should be optimized by utilizing mesh / partial mesh topology and if required also by installing redundant gateways/ access points.	
F.	Technical Requirement: Data transmission and storage	
61.	BIDDER to ensure the network bandwidth required to transmit data from OCS to FHQ and vice-versa via RF link is enough for smooth connectivity. Any spike in data transmission should not cause congestion in the network	
62.	BIDDER to ensure the sensor data at rest and data in transit is completely secure and immune to any data leak, cyber-attack or data corruption. Data should always be encrypted and decrypted at target location. Bidder needs to ensure that it complies with OIL's data security policy and review the same during field visits.	
63.	BIDDER to ensure data transmission from PDMS server at MCS to OCS on new local HMI or wireless gateway/RTU, using the existing OIL radio link network. Any configuration required for this secured transmission in L1 and L2 firewalls, OPC	

	connectors, MCS server, SCADA, RTU etc. will be in scope of the selected BIDDER	
64.	BIDDER would be responsible to ensure data transmission between L1 new SCADA/ RTU (for new sensors) and L2 MCS. All applications, licenses, hardware required to be installed for seamless transmission of data will be in the scope of the bidder.	
65.	Bidder needs to ensure that any software upgrade in existing SCADA/ Historian should not impact new deployment i.e. sensors, RTU, SCADA, HMIs, PDMS etc. All application software, hardware and licenses should be backward compatible. Also, the new deployed software, hardware and licenses must not impact the existing vendor licensing, application, or hardware.	
66.	BIDDER will be responsible to configure the existing security architecture (like firewalls, routers etc.) accordingly as per the new data architecture for necessary data permissions required to transmit data smoothly across OCS (L1) and MCS (L2).	
67.	BIDDER needs to ensure that new sensor data being transmitted to MCS (L2) is directly integrated with proposed PDMS/ equivalent software. Any software license, tags, hardware etc. required for integration with PDMS software will be in the scope of the BIDDER.	
68.	OIL will procure the proprietary services and requisite licenses needed from OEM to expose the existing tag information from SCADA (L2) required for solution implementation. BIDDER would be responsible to interface existing sensor data of Hapjan OCS from SCADA at MCS (L2) into PDMS to build prediction models (VFM, Wax Deposition and Blockage detection).	
69.	BIDDER, along with the bid, must submit a comprehensive list of services, material, software licenses etc. of proprietary nature which needs to be procured by OIL from existing OEM during project implementation for successful interface of existing tags with PDMS/equivalent software (Annexure B). Any requirement identified during implementation which would be beyond the line items mentioned in the list will lie in the scope of the BIDDER and needs to be procured by the BIDDER at its own cost.	
70.	For successful integration of new and existing systems at MCS (L2), BIDDER must also provide OIL with the scope of work for the proprietary services and material to be procured by OIL from	

	the OEM. The scope of work needs to be delivered during instrument installation and commissioning phase so that timelines of integration phase and subsequent phases are not impacted.	
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b. Software & Analytics

No.	Requirements	Remarks
A	Technical Requirement: Production Data Management System (PDMS)	
71.	BIDDER provided PDMS should store production data in a database for operational needs and store permanently for further processing.	
72.	The PDMS will be used by the personnel in the Field Head Quarters at Duliajan as well as from Hapjan OCS. The PDMS hardware and software should have the capacity and capability to expand to other OCSs in future.	
73.	Depending of software's BIDDER licensing model, it should be licensed as named user or concurrent user as per OIL requirement.	
74.	The BIDDER is responsible to develop test scripts for the User Acceptance Test (UAT). BIDDER will be responsible to run the UAT and close out of any defects noted during the testing. Acceptance of the system is upon meeting the UAT criteria. Any errors recognized during testing has to be fixed before Go-Live	
75.	OIL security policies limit the remote access to OIL infra hosted software, so the BIDDER will need to host the development and test environments accordingly. The BIDDER will be responsible to arrange for remote access capabilities in the solution post Go-Live during AMC and Support. Bidder will also be responsible to install all standard software and configure software to OIL's requirements, then move to production.	
76.	The PDMS shall interface with ABB Historian (SCADA Vantage 5.3.1) at MCS (L2) via an OPC interface. The analyzed and processed data will then be shared with new HMI to be installed at OCS Hapjan.	
77.	The BIDDER shall ensure a secure, robust and fault tolerant/redundancy data transfer from ABB Historian (SCADA Vantage	

	5.3.1) to PDMS.	
78.	The PDMS shall seamlessly integrate with the connected worker database that is to be deployed as a part of the same project DRIVE. In case the connected worker database is not yet deployed when the PDMS is being commissioned, then the BIDDER shall integrate the database whenever the connected worker solution is deployed within the DRIVE timeline. The connected worker database will be of SQL, NoSQL or any other relational database	
79.	BIDDER is responsible to design and test all system interfaces. Any dependency on OIL to participate in the design and testing must be clearly identified.	
80.	BIDDER to ensure PDMS to be web enabled. It should be supported by all common web browsers, including mobile web browsers. Bidder will ensure the security protocols for SSL encryption is present for adhering to OIL data security policies	
81.	The BIDDER shall ensure that the PDMS shall have the ability to: <ul style="list-style-type: none"> a) Support the required quality of a service as the system load increase b) Complete tasks on a timely basis under expected loads 	
82.	The PDMS must have the following security elements: <ul style="list-style-type: none"> a) Ability to support business continuity and failover of server's instances for situations where the primary service becomes unavailable. b) No restriction that prevents OIL from performing security assessments for the Software. c) Must communicate identified defects, vulnerabilities and security incidents involving the "Software" and must fix them through patching d) Authentication must be performed over a secure connection. e) The system must prevent uploading of executable files. f) Must protect adequately sensitive information such as user credentials, sessions and document handles. 	
83.	PDMS should deliver a robust data architecture to connect, store, manage, validate, and report – enable comprehensive view of production data for complete well, equipment and event lifecycle	
84.	PDMS should also allow to connect with other databases (SQL, NoSQL, Time-Series etc.) to avoid data duplication and allow	

	future integration options	
85.	BIDDER should enable PDMS to display production data analysis, visualizations, trends, patterns, insights, aid in decision-making, predicting issues and reporting	
86.	BIDDER should enable PDMS to integrate with simulation modeling software seamlessly through connectors, Rest APIs etc.	
87.	BIDDER to ensure that all process raw data from existing instruments as well as new instruments (as part of this contract scope) should be visible in the proposed PDMS solution. Services required in graphics, logic, configuration, enhancement, coding etc. would be in the scope of the bidder.	
88.	BIDDER to ensure PDMS and online simulation visualizations, graphics, configuration, coding etc. required would be visible on the new local HMI at Hapjan OCS. For PDMS and online system the data required would be fetched from master historian at MCS location into PDMS server at MCS. Bidder to ensure data is fetched from the master historian of both existing instruments and new instruments being installed as part of this contract scope	
89.	BIDDER to ensure that in case of any equipment breakdown or maintenance work of communication link, all process data should be stored in existing local historian and as and when the communication is established data should be backfilled into the master historian at MCS from the local historian at OCS. Similarly, the PDMS data should be backfilled in the new HMI after the link is established	
B	Technical Requirement: Online Simulation Software	
90.	The BIDDER shall supply all additional hardware, software, licenses, documentation required for the online simulator.	
91.	The BIDDER shall be responsible for providing the online system as a turnkey product.	
92.	BIDDER shall be responsible for the selection, purchase, and delivery of all suitable hardware(s) to perform the Functional SoW identified in this document for online & offline system. The disk space should be enough to store 10 years data	
93.	The online simulator shall be integrated with OIL's network. Authentication allowing only authenticated users with	

	privileges as required and access must be assigned automatically.	
94.	BIDDER shall describe the use of a software password/security system such that specific personnel are given access to only specific files and displays. Access is required to be restricted for on-line simulator functions in comparison with off-line simulator functions.	
95.	BIDDER shall include all software licenses necessary to meet the requirements of the scope of this contract and for operation and maintenance of the online simulator by the OIL over lifetime of Hapjan OCS. BIDDER shall provide annual license for the simulator. This license shall allow the modification of engineering parameters and other necessary requirements. BIDDER shall provide an option to OIL to upgrade or modify the existing license terms and migrate to a more suitable license option at a later stage	
96.	BIDDER should provide browser-based connection to online system models for Installation Managers at OCS location (Hapjan). In case of additional load on network bandwidth due to heavy network modelling requirements the BIDDER needs to ensure the bandwidth is enough and does not choke in case of heavy loads.	
97.	BIDDER to ensure the online system models are visible in the new HMI to be installed at OCS location where other PDMS parameters and visualizations will also be visible.	
C	Technical Requirement: Dashboards, Alerts & Notifications, Reports	
98.	BIDDER will provide LED screens in PDMS at MCS location and at Hapjan OCS as defined in hardware requirements. This screen will be to enable visualizations, insights for users.	
99.	BIDDER to develop real time monitoring and analytics as detailed in functional scope and display the same for viewing users on MMI screens and desktops through internal web logins	
100.	BIDDER to ensure the web server at MCS location can access and display new instruments data on MCS server so that users with web logins are able to access it through browser on their local machines (laptops/desktops)	
101.	Bidder to ensure daily reports/ project reports as required in	

	the scope of this contract should be flexible. Any modifications, changes in graphics, adding additional columns or any other modifications as required from time to time during warranty and AMC period will be in scope of the vendor and will be delivered without any charges to OIL	
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2.4 SYSTEM REQUIREMENTS (INDICATIVE)

a. Solution Architecture (Indicative)

RTPM – PROPOSED SOLUTION ARCHITECTURE

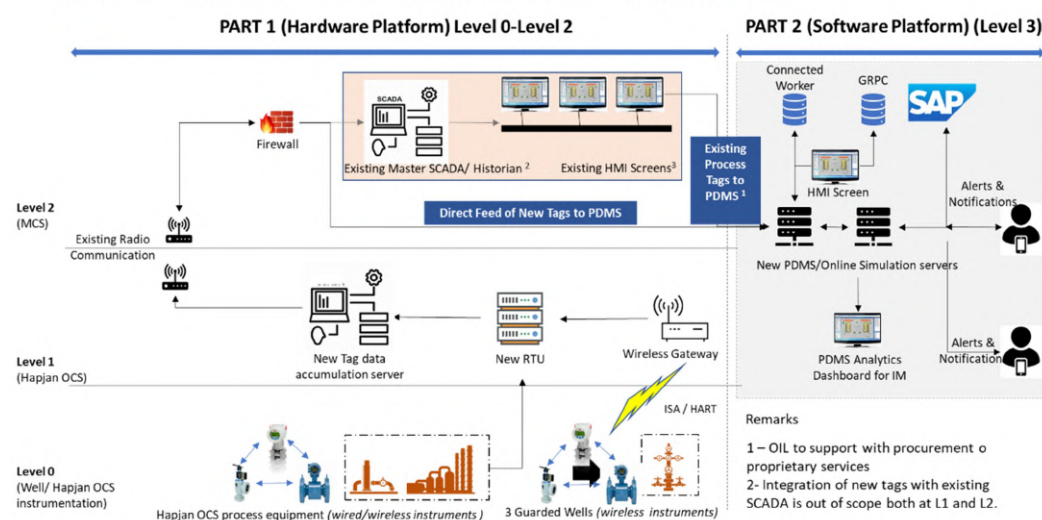


Figure 2-4: INDICATIVE ARCHITECTURE

b. User License Requirement

S. No.	Server	Specifications
1.	PDMS Software	10 users (including RE, IM-Hapjan, PE-Hapjan OCS, other web-portal based users)
2.	Online Simulation Software	1 User license at Target System (To be provided at MCS) 2 User licenses for offline analysis

c. Hardware Requirements (Indicative)

Indicative hardware specifications required for PDMS

S. No.	Server	Specifications
1.	Application Server (High Availability Cluster)	Processor: 8 cores, 3.6GHz, 12M Cache RAM: 16 GB (expandable upto 64 GB) Storage Disk: 200GB SAS disk drive - Min.21" LED monitor with alphanumeric & functional keyboard and mouse - Network Controller: 2 Fast embedded redundant ethernet ports Multifunction Gigabit Server Adapters - Shall include features such as redundant power, redundant fans, mirrored memory or online spare memory, embedded RAID capability - Built in high-performance graphics accelerator co-processor providing features like text scrolling acceleration and window performance enhancement
2.	Database Server (High Availability Cluster)	Processor: 8 cores, 3.6GHz, 12M Cache RAM: 32 GB (expandable upto 128 GB) Storage Disk: 1 TB - Min.21" LED monitor with alphanumeric & functional keyboard and mouse - Network Controller: 2 Fast embedded redundant ethernet ports Multifunction Gigabit Server Adapters - Shall include features such as redundant power, redundant fans, mirrored memory or online spare memory, embedded RAID capability - Built in high-performance graphics accelerator co-processor providing features like text scrolling acceleration and window performance enhancement

3.	MMI Workstation for Hapjan OCS	<p>Processor: 4 cores, 3.6GHz, 6M Cache</p> <p>RAM:8 GB (expandable upto 16 GB)</p> <p>Storage Disk: 200 GB</p> <ul style="list-style-type: none"> - Min.42" flat screen TFT LCD monitor with alphanumeric & functional keyboard and mouse - Redundant Network card - one 64 bit PCI Fast Ethernet (2 nos of 64 bit PCI Fast Ethernet for Dual LAN is to be provided for MMI workstations) -One Serial, One Parallel and min 4 USB 2.0 port - Built in high-performance graphics accelerator co-processor providing features like text scrolling acceleration and window performance enhancement
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d. Software Requirements (Indicative)

Software requirements required for PDMS

S. No.	Server	Specifications
1.	Application Server	MS Windows Server 2016 PDMS software (<i>vendor specific with latest version as on bid closing date</i>)
2.	Database Server	Oracle 18/19 Standard Edition/Enterprise Edition (<i>latest version as on bid closing date</i>)

2.5 MANPOWER REQUIREMENTS

Minimum composition of team size shall be as under

a. During Implementation

The bidder will have to provide the resumes of the proposed team members while submitting the bid.

SN	ROLE	FTE	REQUIRED QUALIFICATION	ROLES & RESPONSIBILITIES
1	Project Leader	1	<p>She/he must have:</p> <ul style="list-style-type: none"> • Full-time masters or equivalent degree from a Govt. recognized college/university in India or abroad. • 20+ years of work experience in upstream oil & gas industry. • Led atleast 2 (two) implementations of PDMS or equivalent solutions and/or online simulations in the past 7 years. 	<ul style="list-style-type: none"> • Responsible to evaluate the progress of the complete project from time to time. • Provide guidance to the team for quality deliverables in defined timelines. • To jointly review the project progress along with OIL stakeholders either in person or through VC.
2	Project Manager	1	<p>The project manager should have:</p> <ul style="list-style-type: none"> • Full-time bachelors or equivalent degree in engineering from a recognized university of India or abroad. • 12+ year working experience. • 5+ years of experience in production domain of upstream oil and gas. • Must have led atleast 1 (one) implementation of PDMS or equivalent software in upstream Oil & Gas client over the last 5 years. 	<ul style="list-style-type: none"> • Responsible for overall delivery of project in desired timelines. • Co-ordination of efforts between key dimensions of instrumentation, communication, software implementation. • Present progress, highlight challenges and own resolution while working closely with EIC (Engineer In Charge). • Capable of handling a team of PDMS engineers/simulation engineers and act as their first point of contact.

3	Lead Field Instrumentation Engineer (Instrumentation & Automation Expert)	1	<p>S/He should have:</p> <ul style="list-style-type: none"> • Engineering Graduation in Mechanical/Electrical/Instrumentation Engineering with minimum 10 (Ten) years of domain experience in field instruments supply, installation, and commissioning. • Led deployment of at least 2 (two) instrumentation project with a scope of 75 or more field instruments. 	<ul style="list-style-type: none"> • Responsible for conducting the Site Feasibility study as per requirement and finalize the equipment purchase specifications, sizing calculations, model selection & bill of quantity. • Responsible for maintaining active records and files of all Quality & Engineering documents generated. • Review all Engineering Documents. • Successfully deliver the installation and commissioning activities. • Analyze results to identify trends and potential failures & recommend early measures to avoid failures.
4	Process Simulations SME	1	<p>She/He must have:</p> <ul style="list-style-type: none"> • Overall experience of at least 12+ years in relevant fields . • Working experience of 6+ years in developing online systems/Production optimization/Dynamic Simulation for O&G processes. 	<ul style="list-style-type: none"> • Be the subject matter expert on Online systems and be the facilitator of User Acceptance tests with end users • Providing end user training/Instructor training/courses at site • Guide the team of data scientists and analysts to develop simulation models with prescribed accuracy. • Play key role in the final approval of tuned models

b. Post Implementation

SN.	Role	FTE	Required Qualification	Role Description
1	Resident Engineer	1	<ul style="list-style-type: none"> • Should have Bachelor's degree in engineering or Master's degree in geology / geophysics / petroleum technology or equivalent degree in engineering from a recognized university. • Must have an overall experience of at least 5+ 	<ul style="list-style-type: none"> • Support OIL production team by controlling PDMS and Online Simulation Software at the central level (MCS). • Monitor the online system from the MCS and highlight alarms or notifications to relevant

			years in field of production in upstream Oil & Gas industry. • Must have a working experience of 2+ years in operating online simulations / Production optimization / Dynamic Simulation for O&G processes.	stakeholders. • Support in running offline simulations and what-if analysis using simulation software. • produces a report every month on the production problems analyzed and provide recommendations.
2	• Simulation/Analytics Expert • Process Expert and, • Instrumentation Expert	As applicable	Overall experience of at least 12+ years in respective fields.	To provide on-site support and resolve issues which require on-site presence during warranty and support phase.

3. PROPOSED IMPLEMENTATION PLAN

3.1 Common

S.No.	Deliverables/ Project Milestones	Target Timelines
1.	Kick off workshop and report: Project scope, schedule, change procedures, governance plan, team construct etc. Introduction to sub-contractors/[partners and key stakeholders. The Project Schedule & Execution Plan Segregation of roles and responsibilities Training Plan and Approach	To: 15 days from issue of LOA or completion of the deliverable (mobilization), whichever is earlier.

3.2 Instrumentation

S.No.	Deliverables/ Project Milestones	Target Timelines
1.	Field survey Report	1 st Week from T ₀
2.	Design, Detailed Engineering & Final instrument selection	3 rd Week from T ₀
3.	Order Placement & Procurement for instruments and accessories	4 th Week from T ₀
4.	Factory Acceptance Testing and issue of acceptance certificate by OIL personnel (wherever applicable)	16 th Week from T ₀

5.	Supply at Site & Site Acceptance Testing	20 th Week from T ₀
6.	Fabrication/Erection/Construction/Installation/ Testing	22 nd Week from T ₀
7.	Integration of existing (SCADA Vantage) tags and additional instrumentation tags with PDMS at MCS (L2)	24 th Week from T ₀
8.	Warranty on installed instruments and devices	1 year from the date of Solution Go-Live

3.3 Software Solution Implementation & Maintenance

S.No.	Deliverables/ Project Milestones	Target Timelines
1.	Solution blueprint design and technical documents for software applications(Architecture, DB design, Test Plan, Role description etc.) and sign-off	4 th Week from T ₀
2.	User Acceptance Testing and Sign-Off	28 th Week from T ₀
3.	Solution Go-Live and execution of software license agreement	32 nd Week from T ₀
4.	User Trainings, Knowledge Transfer and Handover	34 th Week from T ₀
5.	Accuracy Measurement of online simulation models after solution Go-Live	6 months after Solution Go-Live
6.	Solution defect liability (warranty) period from the date of Go-Live	1 year from the date of Solution Go-Live
7.	Support Services and Maintenance	Ongoing for 3 years post warranty period

4. SERVICE LEVEL AGREEMENTS

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the BIDDER to OIL India Limited for the duration of this Agreement. Service Level Agreement (SLA) shall become the part of Agreement between OIL India and the successful bidder. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services.

1. The SLAs as mentioned in the Tender Document will prevail from the start of the project. However, SLAs will be subject to being redefined, to the extent necessitated by OIL. Payments to the Successful Bidder are linked to the compliance of the SLA metrics met by the Successful Bidder. During the defect liability period, the deduction of applicable penalties shall happen from bidder's security deposit
2. The SLA parameters shall be monitored on a quarterly basis as per the individual SLA parameter requirements. However, if the performance of the System/services is degraded significantly at any given point in time during the Contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of OIL or an agency designated by them, then department will have the right to take appropriate actions including termination of the Contract
3. A Service Level violation will occur in case of Successful Bidder's failure to meet minimum Service Levels, for a particular metric. Overall availability and performance measurements will be on a quarterly basis for the purpose of Service Level reporting. The Availability and Performance Report should be system-generated and provided by the bidder on quarterly basis in the OIL suggested format and a review shall be conducted based on this report. The quarterly Availability and Performance Report will be deemed to be accepted by the department upon review and signoff by both Successful Bidder and OIL.
4. The price adjustments because of all the service level breaches apart from SLA linked to tool accuracy in a half-yearly period will not exceed 10% of the subscription payment due for that half-yearly period.
5. All incidents would be logged into the Incident Management Application (provided by the bidder) including telephonic calls.

Penalties shall not be levied in the following cases:

- a. There is a **Force Majeure** event affecting the SLA which is beyond the control of the Successful Bidder.

- b. The non-compliance to the SLA is due to **reasons beyond the control of the Bidder.**

Note: Bidder is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of bidders”, the bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for resolution of Critical Level/ High Level/ Medium Level/ Low Level issues. In case the bidder doesn’t adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable

4.1 Definitions

For the purposes of this service level agreement, the definitions and terms specified in the contract along with the following terms shall have the meanings set forth below:

S. No	Term	Definition
1	Uptime	Shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non-IT and IT) can be calculated as: $\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})]\} * 100$
2	Downtime	Shall mean the time period for which the specified services/ components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of the bidder.
3	Latency	Refers to the average time required for round-trip packet transfers between selected junctions/locations on the selected portions of the network backbone during a calendar month.
4	Packet Loss	Refers to the average percentage of IP packets transmitted between selected junctions/locations during a calendar month that are not successfully delivered
5	Incident	Refers to any event/abnormalities in the functioning of the Services specified as part of the Scope of Work of the System Integrator that may lead to disruption in normal operations of the surveillance system and other field equipment.
6	Response Time	Shall mean the time elapsed from the moment an incident is reported in the Helpdesk, over phone or by any applicable mode of communication, to the time when a resource is assigned for the

		resolution of the same
7	Resolution Time	Shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective bidders, getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.
8	Incidence Resolution	<p>Resolution of incidence as per below priority levels:</p> <ul style="list-style-type: none"> • P1 (Critical): Impacting plant operations/ application/database servers, instruments, an error renders SCADA/ PDMS/ online-simulation solution completely unusable or nearly unusable or introduces high degree of operational risk. No workaround is available. Large number of users and/or core functionality is severely impacted. • P2 (High): Error renders essential functionality of the application/ instruments/ hardware to be consistently unavailable or obstructed and causes a moderate level of hindrance or risk. Workarounds may be available, but the use of instruments/ application is acutely degraded and causes continuing operational risk. A moderate number of users are significantly impacted, but overall the instrument/ application continues to function • P3 (Medium): Error is an inconvenience or causes inconsistent behavior, which does not impede the normal functioning of the instrument/ application/ hardware. It could be an error that occurs inconsistently and affects non-essential functions, or it is an inconvenience that impacts a small number of users • P4 (Low): Error has a small degree of significance or is a minor cosmetic issue or is a “one off” case. A “one off” case occurs when the error occurs infrequently and cannot be reproduced easily. These are errors that do not impact the daily use of the solution. A Low error is something that does not affect normal use, can be accepted for a period, but the user would eventually want changed • P5 (Very Low): Error/failure which has very low business impact but is required to be addressed so that it is resolved in near future. For ex: hardware/ instrument needs to be repaired or fewer number of spares left etc. The defects/errors/issues for which the bidder is dependent on OEM and the same must be procured from outside the country.

		Severity	Response Time	Target Resolution
		Critical (P1)	30 Minutes	4 Hours
		High (P2)	2 Hours	24 Hours
		Medium (P3)	8 Hours	2 Business days
		Low (P4)	24 Hours	3 Business days
		Very Low (P5)	2 Business days	5 Business Days

4.2 During Implementation

These SLAs shall be used to evaluate the timelines for completion of deliverables till Go-Live.

SN.	Definition	Timely delivery of deliverables would comprise entire bill of material and the application systems, and as per successful UAT of the same
1.	Service Level Requirement	All the deliverables defined in the contract must be submitted on-time on the timelines as mentioned in the contract with no delay
2.	Measurement of Service Level Parameter	To be measured in number of weeks of delay from the timelines mentioned in the section "Project Timelines" and "Payment Milestones"
3.	Penalty for Non achievement of SLA Requirement	<p>Any delay in the delivery of the project deliverables (solely attributable to bidder) would attract a liquidated damage per week of 0.5% of the value per week of the services cost as mentioned in commercial bid for first 4 weeks and 1% per week for every subsequent week.</p> <p>If the liquidated damage reaches 7.5% of the total contract value, OIL may invoke termination clause.</p>

4.3 Post Implementation during AMC

1. These SLAs shall be used to evaluate the performance against service requests on monthly basis, but penalties would be levied for cumulative performance for the quarterly basis.

2. Service levels will be calculated on the basis of the following formula:

Service Requests *(time-period)* **resolved within Target Resolution time / Total Service Requests raised** *(time-period)*

3. Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from OIL or through the Performance Bank Guarantee.
4. The upper limit of penalty would be capped at 7.5% of the Warranty and Support contract value for each quarter.
5. Where SLA measurement is done monthly, sum of Liquidated Damages associated with each month shall apply for the quarter.
6. Performance Liquidated Damages shall be levied for not meeting each SLA.
7. Breach of SLAs target shall result in various severity level based on the business impact the component causes to services.
8. The severity levels of SLAs and the associated financial Liquidated Damages are defined as per the following table:

Severity	Response Time	Target Resolution	Liquidated Damages as a % of quarterly payment applicable
Critical (P1)	1 Hour	4 Business Hours	No Penalty (95-100%) 2% (<95%)
High (P2)	4 Hours	24 Hours	No Penalty (90-100%) 1% (<90%)
Medium (P3)	8 Hours	2 Business day	No Penalty (90-100%) 0.5% (<90%)
Low (P4)	24 Hours	3 Business days	No Penalty (90-100%) 0.1% (<90%)
Very Low (P5)	2 Business days	5 Business days	0.1%

9. SLA linked to tool accuracy:

S.No.	Performance Criteria	Penalty
1.	<p>Demonstration of accuracy to OIL:</p> <p>VFM modelling shall meet at least 80% accuracy with 90% confidence interval (80% of the wells assessed should have accuracy of 80% of the actual production volume) tiered accuracy SLAs to be followed as per below:</p> <ul style="list-style-type: none"> • 80% accuracy with 90% confidence interval • Less than 80% accuracy and more than 70% accuracy with 90% confidence interval • Less than 70% accuracy 	<p>No Penalty</p> <p>5% of the implementation charges</p> <p>10% of the implementation charges</p>
2.	<p>Wax deposition Modelling shall meet at least 70% accuracy with 80% confidence interval (70% of the well flow lines assessed should have accuracy of 70% of the actual wax deposition in the well flow lines) tiered accuracy SLAs to be followed as per below:</p> <ul style="list-style-type: none"> • 60% accuracy with 80% confidence interval • Less than 60% accuracy and more than 50% accuracy with 90% confidence interval • Less than 50% accuracy 	<p>No Penalty</p> <p>3% of the implementation charges</p> <p>5% of the implementation charges</p>
3.	<p>Blockage Detection Modelling shall meet at least 70% accuracy with 80% confidence interval (70% of the well flow lines assessed should have accuracy of 70% of the actual wax deposition in the well flow lines) tiered accuracy SLAs to be followed as per below:</p>	

	<ul style="list-style-type: none"> • 60% accuracy with 80% confidence interval • Less than 60% accuracy and more than 50% accuracy with 90% confidence interval • Less than 50% accuracy 	No Penalty 3% of the implementation charges 5% of the implementation charges
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4.4 Escalation Procedure

Escalation levels (level 1, level 2, and level 3) shall be defined as part of the solution design by the bidder and to be agreed with EIC (Engineer in-charge) at OIL.

Bidder shall meet the following with respect to issues reported by OIL:

Severity Level	Escalation Level	Escalation Time	Frequency of update to OIL
Severity 1	Level 1	15 Minutes	48 Hours By Phone
	Level 2	6 Hours	
	Level 3	48 Hours	
Severity 2	Level 1	1 Hour	Weekly By Email
	Level 2	48 Hours	
	Level 3	5 Days	
Severity 3	No escalation		1. Once By Email

5. WARRANTY AND SUPPORT

The selected bidder shall deploy resources for operations and maintenance to carry out regular ongoing work related to upgrades, updates, bug fixing and enhancements etc. The O&M shall be carried out by the selected bidder after Go-LIVE.

5.1 General Terms and Conditions

1. The broad scope of work under the maintenance contract shall include but not limited to Routine/Preventive/Breakdown maintenance, configuration, calibration/checking, software updates, decommissioning/re-commissioning if

required for maintenance purpose etc. including repair/replacement of a part or whole as required during the tenure of the contract to keep the system functional.

2. Bidder to provide warranty as period of 1-year or more post solution go-live for instrumentation, other hardware, software and services. This will be considered as part of the overall instrumentation hardware and software license and implementation cost. Bidder must agree to provide complete maintenance and support of solution as part of the scope of this contract from the date of Go-Live.

3. **Post warranty Comprehensive Maintenance:**

The bidder shall quote for 3 years comprehensive on-site post warranty maintenance service support for all the equipment's / items (inclusive of hardware & software) supplied against this contract and as indicated in the scope of work. The AMC (Annual Maintenance Contract) period will be of 3 years and will begin after the expiry of warranty period.

4. Bidder must provide instrumentation support, software upgrades/updates, software enhancements for scope covered in this tender during warranty and AMC period at no extra cost to OIL within two (2) weeks from the date of release. In case of any issue which cannot be sorted out through correspondence, OIL may ask for on-site advice of the expert at no extra cost to OIL.
5. First date for the operation of maintenance contract will start only after successful completion of warranty period. Payment against AMC charges will be paid on quarterly basis on completion of every three months AMC period
6. AMC charges for the 3 years will be considered for commercial evaluation and needs to be submitted in the format mentioned under SOR section.

7. **Breakdown Maintenance:**

- The bidder shall keep maintenance team ready to attend any breakdown maintenance round the clock 365 days in a year.
- In this regard, the Bidder shall maintain back-office support to attend any on-call breakdown maintenance services 24/7 basis 365 days in a year.
- The Bidder must submit contact details of the persons with office address to Oil team before commencement of this contract.

8. **Regular Maintenance:**

- Bidder shall depute their qualified service engineers as per terms of this contract to installation site Hapjan for regular system check-ups, general healthiness of the system (H/W, S/W, Power supply, calibration checks, solving of any reported problems etc.) as part of periodic maintenance including consumables required for normal maintenance purpose.
- The bidder shall depute their experienced service engineers to installation site to attend the engineering calls on receipt of the information from operation team. The engineers deputed to the site shall be well qualified and experienced and as per terms of this contract.

- The bidder shall also carry out complete overhaul of the system, inspection of hardware, software, major repairs, replacement, and reporting.
 - The bidder shall propose for minimum 3 days of visit to Hapjan in a month for regular maintenance activities and minor changes required as part of the AMC support.
 - The bidder should keep his maintenance team ready to attend any regular maintenance as on when required as assessed by the Bidder or OIL for smooth running of the installation.
 - The bidder shall also propose any other checks required for preventive maintenance and the same shall be included. Generation and submission of diagnostic reports shall also be done by the Bidder.
 - Any other jobs as recommended by OEM or as per statutory requirements during the period of the contract shall be also be included into the maintenance plan.
9. BIDDER warrants that they shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications and standards set forth or referred to in the Terms of Reference and with instructions and guidance which OIL may, from time to time, furnish to the BIDDER.
 10. If OIL team observes, at any time during the tenure of the Contract or within 30 (thirty) days after completion of operations, that the work does not conform to the Contract requirements, Bidder shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the contract. Such corrective Work shall be performed entirely at BIDDER'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 Bidder which the Bidder must pay promptly. In case Bidder fails to perform remedial work, or pay promptly in respect thereof the performance bank guarantee shall be forfeited
 11. All the supplied equipment / items including accessories shall be covered under a free comprehensive on-site warranty for a minimum period of 1 year, from the date of their commissioning & acceptance and issue of completion certificate as per the contract terms & condition. The warranty shall cover free replacement of defective parts and modules and free software upgrades during warranty, the maintenance services for the supplied equipment/systems shall also be rendered as per terms & conditions of the contract for the Maintenance Services Contract, at no additional cost to OIL.
 12. Bidder to ensure proactive detection and removal of any virus that may affect the instrumentation, computing, storage, applications, systems, and communications infrastructure. The vendor is to use detection tools, keep the tools current, support the users in the recovery process if infected, remove root causes for potential future infection and to report to OIL on all incidents and actions to prevent future infections.

13. Bidder to attend problems related to all the supplied hardware, instruments and resolve them by repair/replacing with spare or by providing a standby. Bidder should also perform periodic preventive maintenance on all hardware assets supplied.
14. Bidder must identify & provide the list of critical spares for instruments deployed as part of this contract. Bidders to keep **5%** spares for stocking and the same must be mentioned in their quote. The successful bidder must stock critical spares as identified to minimize downtime & facilitate smooth running of the solution.
15. Bidder will be responsible to remove bugs that are already identified/ will be identified during the contract period.
16. Bidder to share the list of already identified bugs before the Go-LIVE phase. Tickets raised against these bugs must be resolved by the bidder in a timely manner as per defined SLAs.
17. The bidder should maintain contact with OIL's personnel for any assistance/guidance on technical issues pertaining to the solution, through telephone, e-mail, letter, and fax.
18. Bidder to ensure that remote support is available for the entire solution to bring in any SME support onboard or provide resolutions during AMC support in remote location. Bidder needs to ensure the solution (PDMS/ Online Simulation/ Wireless Gateway) has capability to remotely connect through internet. OIL will provision VPN access to vendors.
19. BIDDER must also enable site visit of subject matter experts from the fields of process simulation and analytics, process modelling and instrumentation on OIL's request during the solution support and maintenance period. BIDDER must quote for the mobilization charges for Simulation/Analytics Expert, Process Expert and Instrumentation Expert during warranty and support period.
20. Necessary VAPT to be conducted at regular intervals (12 months) mandatorily and whenever specially requested by OIL through CERT-In empanelled auditors. The observations must be noted, and vulnerabilities mitigated within reasonable time as decided in consultation with the OIL IT team.
21. OIL might conduct security audit every 6 months and submit a security audit report which shall include the software and hardware related vulnerabilities and provide recommendations for remediations of identified vulnerabilities. Bidder shall be responsible for fixing issues raised by third party security Auditor nominated by OIL so that security audit clearance certificate can be issued as per CERT-In requirements.
22. Solution shall have capabilities to create session logs (including reasons for overriding tool recommendations), access logs, process logs & design platform logs of all user and system activities. System shall be able to report any faults if found in these logs.

23. Bidder is responsible for both planned and unplanned shutdowns. In case of a planned shutdown, bidder needs to get approval from OIL team and convey well in advance of the system downtime. The downtime window will be conveyed by bidder and scheduled maintenance will be carried out during that time period only. Bidder will up the system with business as usual conditions within the downtime window

5.2 Hardware and Software Maintainability Requirements

1. The regular routine preventive maintenance also includes Software Maintenance/Support as described below:
 - The Bidder shall maintain the existing operating & application software to improve upon performance of the system. Software modification and upgradation as & when required shall also be covered under this scope at no extra cost.
 - During the contract period and its extension if any, if the systems require operating system, software release upgradation and same is necessarily required then it shall be provided without any additional license, service cost implication to OIL. OIL will not bear any license or system upgradation implementation cost. OS must be compatible with the OEM software.
 - During the contract period and its extension if any, the system shall be also upgraded to its desired release to meet any requirement of OIL without any additional cost implication to OIL by the Bidder. The modifications required for taking care of statutory requirements shall also be Bidder's responsibility at no extra cost to OIL
 - SOFTWARE ENHANCEMENT & SOFTWARE SUPPORT INCLUDING MINOR CHANGES IN GRAPHICS: The Bidder will provide a comprehensive software maintenance and enhancement program for on-going support of the system under this contract. All updates, new releases of the software during the contract period and its extension if any shall be provided without any additional cost. Minor changes in existing graphics including pertaining addition of few equipment / facilities shall be also executed by Bidder at no extra cost
 - ANTIVIRUS SOFTWARE SUPPORT: The Bidder will provide necessary antivirus software support if the system software gets affected by any kind of viruses under this contract without any additional cost
2. Bidder shall conduct standard maintenance activities like service packs, updates and upgrades without impact on business. Any update requiring system downtime, bidder will share the downtime window with Oil for approval. Once approved the downtime to be carried out in that time frame. In case of failure the system is to revert to the same state without any defects.
3. Bidder shall provide software updates or other mitigating controls when vulnerabilities are discovered as part of regular health check.
4. Bidder to ensure daily reports/ project reports as required in the scope of this contract should be flexible. Any modifications, changes in graphics, adding additional columns or any other modifications as required from time to time

during warranty and AMC period will be in scope of the vendor and will be delivered without any charges to OIL

5. Bidder shall configure & customize the following as per OIL requirement during the AMC period.
 - HMI/MMI machine support for regular updates and upgrades
 - Screen visual modifications if required in SCADA
 - Tag identification, modification, re-calculation etc.
 - Configuration and update to back-end database
 - PDMS and Online simulation configuration, training, modifications, etc.
 - Solution integrations between PDMS, SCADA, RTUs etc.
 - Business/decision rules, logical SCADA flows
 - Version Management & Rollbacks
6. Bidder should build an ability to historize, report and track the changes made in the solution with the details of time, type of change, change details and user related to the change.
7. Bidder to support in ticket resolution and technical assistance/discussion wherever required for issues reported by end users/departments for end issues of instruments, hardware, integrations, and software.
8. Maintenance of entire solution including PDMS servers, Online simulation software, H/W and S/W supplied, OWS (Operating workstations), HMIs, MMIs, etc. in SCADA master control room
9. As and when required bidder would perform reconfiguration, data validation/correction to ensure correct parametric values are passed to SCADA. The selected bidder will be responsible for data integrity, will also identify the type & nature of data error and reports will be handed over to concerned OIL team or any other nominated agency from OIL for correction and resubmission.
10. Bidder to ensure adherence to SLA, provide SLA monitoring tool, adherence dashboard to OIL for evaluation of different service level parameters.
11. Bidder will update training, user manuals etc. on a regular basis and provide training to designated members of OIL production/SCADA/IT team, if required.

5.3 Instrumentation Maintainability Requirements

1. Spares Management:

1. The Bidder shall store minimum number of spares at site for the OIL's usage under normal plant running or used during preventive and breakdown maintenance. The list of spares and details of activity for any type of maintenance are to be mentioned by the Bidder and must be agreed with OIL at the start of contract/project kick-off.
2. Bidder shall maintain 5% spares of the instruments deployed as part of the solution, in case of any emergency or regular maintenance breakdown.

3. The Bidder shall prepare explicitly a maintenance plan, the various checks to be carried out by the engineer for the above listed items. Also, a standard document consisting of standard procedures and formats for carrying out various activities of this Maintenance Contract shall be furnished for OIL's approval.
4. The Bidder service engineer shall maintain a Service Logbook at the site indicating the activities carried out during preventive & breakdown maintenance and submit service reports based on the maintenance / repairs carried out, modules / parts repaired / replaced along with fault analysis. The Bidder shall submit such report on monthly basis to OIL.
5. Tools and Tackles: All tools and Tackles including measuring & calibrating equipment as required for carrying out the jobs as per detailed maintenance plans shall be in Bidder's scope.

2. **Instrumentation:**

1. The Bidder will maintain all the field instruments as per OEM manuals and record of such maintenance will be provided to OIL. Any breakdown of instruments will be attended promptly by the Bidder and record of such breakdown will be kept and made available to OIL. Suitable preventive maintenance schedules shall be prepared as per recommendations of the manufacturer/OIL and to be submitted to OIL
 2. Calibration and configuration of all the field instruments under the scope of this contract will be carried out by bidder as defined by OEM or as requested by OIL on need basis. The Bidder shall make schedule for calibration of all instruments and follow it strictly. After calibration of field instruments, report shall be prepared. Moreover, all the carried-out day to day maintenance jobs must be recorded properly in the Instrumentation Maintenance register
 3. Calibration report shall be submitted to OIL for record after each calibration
 4. The spares as and when required for maintenance during the tenure of the contract including minor/major repair or replacement of a part or whole shall be under the scope of bidder
 5. Reinstallation of field instruments, replacement of impulse pipes, replacement of junction boxes, cable trays, erection hardware etc.
 6. Replacement of instrumentation cables, serial link cables, field bus modules etc.
 7. Maintenance of PLC based control panel and replacement of defective cards/modules, if required.
 8. Maintenance of RTU panels and local MMI stations
3. Bidder must provide a permanent on-site instrumentation support engineer during AMC period for regular maintenance activities like instrumentation calibration, regular maintenance, communication issues, hardware/software related troubleshooting etc.
 4. The bidder will be responsible for all the wireless sensors/transmitters, wired instruments, hardware and software will be fully responsible for the maintenance support, spare parts support to OIL for the network system & SCADA for a period of 3 years post-warranty period is over

6. SPECIAL CONDITIONS OF CONTRACT

6.1 General

1. Bidder shall furnish a complete list of deviations if any from this tender document in the format provided under **Proforma D**. Otherwise it will be assumed that there is no deviation from this tender document and no further deviations will be accepted.

Shipment shall be thoroughly checked for completeness before final packing and shipment. The shipment will be considered complete after receiving all the materials along with necessary documents at plant site. Bidder shall be fully responsible for any delay in installation & commissioning as per schedule because of incomplete supply of equipment/components.

Bidder is required to provide complete transportation of all the materials (hardware & software) up to the respective installations & Field Head Quarters (FHQ) (Duliajan)

The FAT/SAT/ MAT procedures to be submitted by the bidder for approval by the owner. This document shall include the information related to each test (purpose of the test, definition, procedure for the test, test results, final acceptance).

BIDDER shall be responsible for proper installation of supplied materials in accordance with such (OEM) installation specifications. Bidder shall be responsible for checking the completeness and adequacy of such data and informing OIL's representative of any discrepancy.

The OEM of the Hardware in this scope must have operating authorized service centers in India. The address details with phone nos. of all the service centers should be provided during submission of bid.

Any work not specifically mentioned but otherwise required, as per statutory rules / codes and standards / specifications for the completion and operation of equipment must be done by the vendor without any commercial implications.

The bidder shall provide along with the technical bid, all information/details in length that is expected to be supplied by OIL in order to implement the business requirements.

BIDDER is responsible for and will bear any and all risk of loss of or damage to the Goods until delivery thereof to Company in accordance with the Delivery Terms. Upon such delivery, risk of loss or damage to the Goods shall pass to Company; provided however, the Bidder shall reimburse Company for any loss or damage caused to the Goods, whenever occurring, as a result of Bidder's breach of the Purchase Order regarding the non- conforming packaging, crating and handling of the Goods

OIL shall have the right to return to BIDDER any Rejected Goods, at BIDDER's sole cost and risk. Bidder shall be responsible for transportation (as required) of such Rejected Goods. Rejected Goods shall be at Bidder's sole risk from the time they are taken back by Bidder and Company shall not be liable for any shortages or quality deterioration on any account whatsoever. Company, at its

sole discretion, may dispose of Rejected Goods not taken back by Bidder within such twenty (20) day period. OIL will give further written notice to Bidder of its intention to dispose of Rejected Goods and will only exercise such right if Bidder fails to make arrangements to collect the Rejected Goods within ten (10) days of the date of receipt of such written notice.

Bidder should obtain or procure any and all licenses, permits, consents and approvals which may be required by any Government Authority to enable the supply of the Goods and the performance of the Work in accordance with the Purchase Order. Bidder shall also obtain and keep valid (either perpetually or till replacement) all consents, authorizations, licenses, permissions or approvals, including but not limited to rights of access to and use of third party software products, systems or other material required in relation to Goods and Work to Company at no additional cost or expense to Company Group. Bidder shall pay all fees and costs (such as transfer, relicensing or Update fees, termination or underutilization costs) associated with the above consents. Failure to obtain any consent shall not relieve Bidder of its obligations under this Purchase Order and Bidder shall pay any additional costs incurred by Company as a result of such failure in addition to any other remedies available to Company hereunder.

6.2 Field Visit

Bidder must visit OIL's site before bidding with prior permission from OIL. However, OIL will not be responsible for providing any transportation, accommodation & fooding to the bidder for such site visit. (The visit will be for assessment of scope and before bid submission).

6.3 Role of the Bidder

a) Software

- Bidder shall provide PDMS software & Online Simulation Software package which will include features detailed in functional requirement and applicable for process conditions in Hapjan OCS.
- Bidder shall provide requisite user training to operate the software and hardware to the satisfaction of appointed EIC.
- During the solution implementation, the bidder shall create a baseline of all the parameters and metrics to be tracked as part of the project to show the effectiveness/ benefits from the project to higher management.
- Bidder will be responsible to source required data from defined source systems necessary to achieve functional requirements stated in the scope. OIL will support the bidder in identifying the source systems for the data points/inputs mentioned by the bidder during the solution design phase.
- Bidder must provide necessary manpower (over and above those mentioned under manpower requirements) at site to deliver project outcomes and in defined time.
- The bidder shall provide system support, upgrade and maintenance service as part of the subscription.

b) Instrumentation

- BIDDER to note that the contract being of turn-key nature, Bidder's responsibility shall also include scope of any such works and supplies whether specifically included in this bid or not, but required to complete the job for safe, smooth and successful operation of the complete system as per scope of work, design criteria, drawings, data sheets, job specifications, technical specifications etc. and directions of OIL's representative.
- Site survey and design of the monitoring network as per final order. The bidder must submit the final network design before placing the final order.
- BIDDER shall be fully responsible for all the equipment/items/materials etc. delivered / received at site till issue of completion certificate.
- BIDDER shall arrange for all tool / tackles, hydras, cranes, welding equipment, NDT equipment, testing equipment etc., deployment of skilled / semi-skilled manpower, supervisors, safety officers etc. to complete the job within stipulated time frame as indicated in the tender.
- Perform the construction and supply all labor, supervision, materials, consumables, equipment, tools, testing devices, supplies, services and each and every item of expense necessary for the work such as fabrication, transportation, field erection, installation, construction, assembly, testing, warehousing, handling, hauling, unloading, evaluation, quality assurance, and carry out installation and commissioning services with good workmanship
- Carrying out route survey wherever required, transportation of all equipment & material to site include loading and unloading, storage, maintenance, construction, installation, as applicable
- The accuracy / correctness of all design, detailed engineering and drawings shall be the sole responsibility of BIDDER and any delay / loss / damage due to any mistake / discrepancy / anomaly in such design and drawings shall be entirely rectified / borne by BIDDER
- Any defect observed during construction / testing / commissioning or till the defect liability period of work, shall be rectified and removed by BIDDER without any cost and / or time implication irrespective of the fact whether the same has been reviewed and approved by OIL's representative or not. BIDDER shall also carry out whatever modification or reconstruction as needed for the purpose of completion of scope to the entire satisfaction of OIL/OIL's representative without any extra cost and / or time implication to OIL / OIL's representative.
- Supporting Factory Acceptance Test (FAT) for the complete package at vendor's works. OIL personnel will carry out a pre-delivery inspection of the complete system (for all the hardware and software) to be supplied to OIL under the project of the successful bidder. OIL will bear the cost of travel, boarding and lodging of OIL personnel for attending such inspection. However, the BIDDER will provide all necessary help/ documentation to facilitate the visit and inspection. The Bidder should inform OIL at least 30 days prior to inspection in case of domestic inspection and 60 days prior to inspection in case of international inspection. Vendor shall submit the test certificates and test reports for purchaser's review.
- Integration of all installed systems mentioned above and demonstration of the capabilities and performance of the same to owner. Site Acceptance Test (SAT) for the complete package at site upto the satisfaction of the owner.

c) Communication & Data Transfer

- Ensure seamless, secure, and robust data integration between wireless gateway at Hapjan OCS, L2 SCADA system at Duliajan, PDMS and Online Simulation
- Provision any hardware/ software/ license required to maintain consistent data communication, data transfer, data security etc. Bidder will ensure software licenses required and implementation services needed are available so that there is no pendency from bidder's end in data transmission. OIL will be responsible to procure the proprietary implementation services and requisite licenses needed from OEM to enable access of existing tags at MCS (L2) SCADA.
- Any data configuration, software configuration, firewall configurations, patching, upgrade etc. required for all components of the solution.

6.4 Personnel to be deployed

- Bidder warrants that it shall provide competent, qualified, and sufficiently experienced personnel to perform the work correctly and efficiently. The bidder shall deploy resources at the client site in Duliajan for configuration, customization, development, testing, implementation etc. All related expenses to be borne by the bidder.
- The Bidder should ensure that their personnel observe applicable company and statutory safety requirement. Upon OIL's written request, bidder, entirely at its own expense, shall remove immediately any personnel of the bidder determined by OIL to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- The Bidder shall be solely responsible throughout the period of the contract including the installation and commissioning phase for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, enroute/ local boarding, lodging & medical attention etc. OIL shall have no responsibility or liability in this regard. However, OIL shall provide available medical assistance/facilities to bidder's personnel in case of emergency at its own establishment on chargeable basis.
- Bidder's key personnel shall be fluent in English language (both writing and speaking).
- The Bidder should ensure that personnel deployed for execution should be medically fit.
- Bidder to ensure that the proposed CVs for the project are on bidder's payroll for the last one year atleast from the original bid closing date.
- Bidder will also provide 1 prime CV and one additional CV during bid submission meeting the requirements mentioned for the roles under section **2.5 of Manpower Requirements. The additional CVs** which will act as back up for the primary key personnel approved for this project. However, for the evaluation purposes, CV with lower experience will be considered.
- Bidder to ensure that profiles submitted along with bid should be deployed for complete project delivery. In case of any deviation from this mandatory requirement it must be approved by OIL.
- Key personnel cannot be changed during the tenure of the Contract, especially during design, development and testing phase 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 OIL.

6.5 Conditions of Sub-contracting

The following conditions shall apply as regards sub-contracting:

- a. The BIDDER may sub-contract petty services related to scope of work entrusted to her/him only with prior written consent of OIL, which shall not be unreasonably withheld. The petty services can be defined as services like electrical fittings, cable laying, civil jobs, lodging & food arrangement, transport management for men and material etc.” The extent to which the BIDDER may sub-contract part of the work shall be as stated in the bid and as accepted/approved by OIL prior to the opening of the price bid. All sub-contracting arrangements shall be finalized and sub-contractors to be deployed shall be firmed up by the BIDDER within 15 days from the date of issue of Work Order by OIL.
- b. Any change in the sub-contractor(s) after the arrangement is firmed up as mentioned above, will be made by BIDDER only with the prior written approval of the OIL. The BIDDER may offer substitute subcontracting arrangement having requisite experience and capabilities to execute the work. The desired changes shall be put up by the BIDDER well in time. OIL’s decision shall be notified to the BIDDER within fourteen (14) working days of receipt of request for such change along with all necessary documents in support of the requested change provided..
- c. The BIDDER shall submit an MOU/Agreement with their Sub-contractor clearly indicating their roles under the Scope of work. The MoU/Agreement (with prices blanked) shall be submitted to the OIL within 4 weeks from the date of issue of the Work Order to the BIDDER
- d. The MOU/Agreement conducted by the BIDDER with their Sub-contractor should be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this tender and shall be binding on them for the Contract period.
- e. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will lie with the Bidder. Also, in no case sub-contractors shall pass on any claim/ liability to OIL.

Annexure A

Summary list of field instrument under scope of RTPM&A

SN	ITEM	Unit	Qty
1	Wireless Gauge Pressure Transmitter for Wells & Indirect Heater	Nos.	16
2	Wireless Temperature Transmitter for Wells & Indirect Heater	Nos.	15
3	Wireless Differential Pressure Transmitter for Gas Lift Wells	Nos.	2
4	Wireless Gauge Pressure Transmitter for Flow Lines & Process Vessels	Nos.	38
5	Wireless Temperature Transmitter for Flow Lines & Process Vessels	Nos.	40
6	Wireless (DPT) for Flow metering at Formation Water Injection Line	Nos.	10
7	Level (GWR) Transmitter for Process Vessels	Nos.	9
8	Interface Level (GWR) Transmitter for Emulsion Treaters	Nos.	3
9	Non-Contact Level Transmitter for Formation Water Tanks	Nos.	4
10	Water Cut Meter	Nos.	3
11	Oil Content Analyzer in formation water line	Nos.	1
12	Chemical Flowmeter (Mass Flow Meters)	Nos.	2
13	Multi-Phase Flow Meter	Nos.	1
14	Flow meters for Crude Oil Dispatch Line	Nos.	1
Total Instruments ->			145

Summary list of other field equipment under scope of RTPM&A

SN	ITEM	Unit	Qty
1	Wireless Gateway	Nos.	To be proposed by bidder based on the detailed site assessment and technical architecture.
2	RTU & IO Cards for Hapjan OCS	Nos.	
3	Wireless Repeaters (If Applicable)	Nos.	
4	UPS (If Applicable)	Nos.	

Detailed List of field instruments under scope of RTPM&A

EQUIPMENT LIST					Operating Parameters					Instruments												
#	LOCATIO N	NAME	N O	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPD)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter	
1	WELL HEAD	Well Head - Self Flow (Well 28)	1	Tubing Head	0-200	0 - 100	250	NA	1/2"	Yes	Yes											
2			1	Casing Head	0-200	0 - 100	NA	NA	1/2"	Yes	Yes											
3			1	Annulus	0-200	0 - 100	NA	NA	1/2"	Yes												

EQUIPMENT LIST					Operating Parameters					Instruments												
#	LOCATIO N	NAME	N O	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPD)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter	
4		Well Head - Gas Lift (9 & 66)	1	Flow Arm	0-200	0 - 100	0-250	4"	Not Available	Yes	Yes											
5			2	Tubing Head	NA	NA	NA	NA	NA	x	x											
6			2	Casing Head	0-90	0-100	NA	NA	1/2"	Yes	Yes											
7			2	Annulus	0-90	0-100	NA	NA	1/2"	Yes												
8			2	Flow Arm	0-90	0-100	0-125	2"	1/2"	Yes	Yes											

EQUIPMENT LIST					Operating Parameters					Instruments												
#	LOCATION	NAME	NO	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPD)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter	
9			2	Gas Inj Line	0-90	0-100	Intermittent- Slug Flow	2"	Not Available	Yes	Yes	Yes										

EQUIPMENT LIST					Operating Parameters					Instruments											
#	LOCATION	NAME	NO	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPD)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter
10		Indirect Heater	2	Vessel Body	NA	0-100	0 - 250	NA	1/2"		Yes					x					
11			4	Outlet	0-200	0-100	0 - 250	4"	Not Available	Yes	Yes										
12		Flow Line	30		0-200	0-100	0-250	4"	Not Available	Yes	Yes										
13	INSTALLATION	Indirect Heater - LP	3	Vessel Body	NA	0-100	NA	NA	1/2"		Yes					x					

EQUIPMENT LIST					Operating Parameters					Instruments												
#	LOCATIO N	NAME	N O	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPD)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter	
14			3	Outlet	0-40	0-100	250-400	4"	1/2"	Yes	Chec ked											
15		Indirect Heater-HP	1	Vessel Body	NA	0-100	NA	NA	1/2"		Yes					×						
16			1	Outlet	0-40	0-100	0-250	4"	1/2"	Yes	Chec ked											
17		Indirect Heater - TU	1	Vessel Body	NA	0-100	NA	NA	1/2"		Yes					×						
18			1	Outlet	0-40	0-100	0-250	4"	1/2"	Yes	Chec ked											
19		GU-I	1	Vessel Body	0-30	0-100	0-910	NA	1/2"	Che cke d	Yes						Yes					

EQUIPMENT LIST					Operating Parameters					Instruments												
#	LOCATION	NAME	NO	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPD)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter	
20		GU-II	1	Gas Outlet	NA	NA	NA	NA	NA	x	x		x									
21			1	Vessel Body	0-15	0-100	0-910	NA	1/2" (LT) 1" (TT)	Checked	Yes					Yes						
22				Gas Outlet	NA	NA	NA	NA	NA	x	x		x									
23		LPMS (I & II)	2	Vessel Body	0-15	0-100	0 - 550	NA	1/2"	Checked	x					Yes						
24			2	Gas Outlet	NA	NA	NA	NA	NA	Checked	Checked		Checked									
25		HPMS	1	Vessel Body	0-30	0-100	0-550	NA	(3/4")	x	x					Yes						
26			1	Gas Outlet	NA	NA	NA	NA	NA	Checked	Checked		Checked									

EQUIPMENT LIST					Operating Parameters					Instruments											
#	LOCATION	NAME	NO	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPD)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter
										d	ked		ked								
27		TPS	1	Vessel Body	0-15	0-100	1000-1500	NA	1/2"	Che cke d	x					Yes					
28			1	Gas Outlet	NA	NA	NA	NA	NA	Che cke d	Chec ked		Chec ked								
29		VLPMS	1	Vessel Body	0-10	0-100	0-500	NA	1/2"	Che cke d	x					Yes					
30			1	Gas Outlet	NA	NA	NA	NA	NA	Che cke d	Chec ked		Chec ked								
31		Test Separator-1	1	Vessel Body	NA	NA	NA	NA	NA	Che cke d	Chec ked					x					
32			1	Inlet	0-30	0-100	0-500	4"	Not Available						Yes						

EQUIPMENT LIST					Operating Parameters					Instruments											
#	LOCATION	NAME	NO	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPD)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter
33		Test Separator-2	1	Gas Outlet	NA	NA	NA	NA	NA	Checked	Checked		Checked								
34			1	Vessel Body	0-15	0-100	0-500	NA	1/2"	Checked	Checked					Yes					
35			1	Inlet	NA	NA	NA	NA	NA												
36			1	Gas Outlet	NA	NA	NA	NA	NA	Checked	Checked		Checked								
37		Emulsion Treater	3	Vessel Body	0-15	0-100	0-1000	NA	1/2"	x	Yes						Yes				

EQUIPMENT LIST					Operating Parameters					Instruments											
#	LOCATION	NAME	NO	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPD)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter
38			3	Gas line	0-15	0-100	NA	4"	Not Available	x	x		x						x		
39			3	Oil line	0-15	0-100	0-500	4" (2 Nos) 3" (1 Nos)	Not Available	x	x								Yes		
40			3	Water Line	0-15	0-100	0-500	4"	NA					x						x	
41		Stabilizer	1	Vessel Body	0-10	0-100	0-1800	NA	1/2"	Checked	x						Yes				
42			1	Gas line	NA	NA	NA	NA	NA	Checked	Checked		Checked								

EQUIPMENT LIST					Operating Parameters					Instruments											
#	LOCATION	NAME	NO	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPH)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter
43		Formation Water Tank	4	Vessel Body	Atmospheric	0-100	NA	NA	2" (1 Nos) 4" (2 Nos) 6" (1 Nos)									Yes			
44		Crude Oil Dispatch Line	1	Discharge Line	0-70	0-100	0-60 KLPH	4"	Not Available	Checked				Yes							
45		Formation Water Disposal Line	10	Discharge Line	0-40	0-100	10-50 KLPH	Line Size 4" (9 nos.) Line size 2" (1 Nos)	Not Available	Yes		Yes								Yes	
46		OSD Dosing Pump	1	Discharge Line	0-10	0-100	0-10 LPH	1"	1/2"	Yes											Yes

EQUIPMENT LIST					Operating Parameters					Instruments											
#	LOCATION	NAME	NO	POSITION	Pressure (KG/CM2)	Temp Range (Deg C)	Flow Reading (KLPD)*	Pipeline Size (Inches)	Tapping Point Size	Pressure	Temperature	DPT for flow	Gas Flow	Liquid Flow	M.Phase Flow Meter	Level Gauge	Interface Level Transmitter	Radar Gauge	Water Cut Meter	% Oil In Water Meter	Dosage Flow Meter
47		Deoiler Pump	1	Discharge Line	0-10	0-100	0-10 LPH	1"	1/2"	Yes											Yes

Legend	Yes	Checked	NA	x
	Required (As part of the Scope)	Existing & Hooked to SCADA	NA: Not Applicable	X: - Dropped from RTPM Scope

Injected Chemical Composition Details

#	Types of Chemicals	Composition & Parameters	Dosing Rate	Point of Injection
1	Oil Soluble Demulsifier (OSD)	<p>OSD: TYPE-I</p> <p>a) Appearance: The product should be completely homogeneous, free flowing liquid, between temperature 5 Deg.C and 45 Deg.C. It should be free for any insoluble matter and should not be foul smelling.</p> <p>b) Solubility: Should be soluble in dry crude oil, and also in water-in crude emulsions containing between 10 to 60% water.</p> <p>c) Flash Point: 50 Degree Centigrade minimum (PMCC Method)</p> <p>d) Compatibility: The product should be non-corrosive; it must have pH between 6 & 8, and must be compatible with all materials of construction, including alloys.</p>	98 PPM	Upstream of ET
2	De-Oiler	<p>Catfloc, T 180-200 Kg./Drum</p> <p>a) Solubility: The product should be soluble in water in all proportions.</p> <p>b) Physical state: The product should be in liquid and homogeneous form and easily pumpable without dilution under all ambient temperature conditions (5 to 45 Deg.C). It should be free from any insoluble matter.</p> <p>c) Compatibility: The product should be non-corrosive, it must have pH between 6.5 and 7.5 and must be compatible with all materials of construction, including alloys.</p>	65 PPM	Downstream of Emulsion Treater (Water Outlet)

Composite Crude Sample Analysis

#	Parameters	Results				Remarks
1	Water content, % v/v	0.6				
2	Oil content, % v/v	99.4				
3	Density at 15 °C, gm/cm3	0.9056				
4	API gravity at 15 °C	24.7				
5	Wax content, % w/w	5.16				
6	Asphaltene content, % w/w	0.39				
7	Resin content, % w/w	7.36				
8	Pour point, °C	Less than 9				
9	Cloud point, °C	NM				
10	Flash point, °C	48				
11	pH	NM				
12	Salinity, ppm	NM				
13	Carbonate, ppm	NM				
14	Bicarbonate, ppm	NM				
15	Rheology of the raw crude	Temperature, °C	15	12	9	
		PV (cp)	20	24	27	
		YV) dynes.cm2	16	20	24	

Formation Water Composition Details

Reference above, please find below the test result of formation water sample forwarded to us from your end for laboratory testing.

Characteristics	Unit	Hapjan OCS	Test method /Instrument used
Appearance	-	Turbid	Visual
pH	-	8.0	Metrohm pH meter
Salinity as NaCl	mg/l	800	Titration with silver nitrate
Carbonate as CO ₃ ⁺⁺	mg/l	Nil	Titration with Hydrochloric acid
Total dissolved solid	mg/l	1383	Hach water checker
Suspended solid	mg/l	2279	Gravimetric method
Oil and grease	mg/l	7.8	Horiba oil content analyser

MPFM flow details & specifications

DATA	Min	Avg	Max	Comment
OIL FLOW	20 bopd	560 bopd	1100 bopd	Well Production Rate in 24 hours.
WATER FLOW	5 bopd	552 bopd	1100 bopd	Well Production Rate in 24 hours. Max value is considering 100% WC.
GAS FLOW			100% GVF	0-100% GVF to consider. 80% Wells are on Intermittent gas lift. So, during after flow period of the well testing 100% GVF will flow through MPFM.
WATER CUT	0	50%	100%	100% Water Cut to consider during well activation phase.
PRESSURE	2 Kg/Sq.C	15 Kg/Sq.C	30 kg/Sq.C	
TEMPERATURE	5° C	32° C	60° C	
VISCOSITY OF OIL	3 mpa.s	11 mpa.s	19 mpa.s	Dynamic Viscosity of well fluid, mpa.s
SALINITY OF WATER	700 ppm	1100 ppm	1500 ppm	

WAX & SAND PRESENT	1%-Sand	13%-Sand	25%-Sand	<p>1. For WAT and wax/asphaltene %, please refer to the detailed report of well samples</p> <p>2. Our wells are having sand incursion issue. Consider 20-25% sand.</p>
PIPE DIAMETER INLET/OUTLET	4 Inch			MPFM to install at inlet of Test Bath Heater where inlet line size is 4 inch.
PIPE RATING	API 5L X-46 MS Line Pipe			<p>Dimensions: 100 mm(4 inch) NB diameter</p> <p>Grade: API 5L X-46, Pipe outside diameter : 114.3 mm, Thickness: 7.1 mm, Weight per meter: 18.77 Kg Test mill pressure(hydraulic): 211 Kg/Sq.C</p>

List of Services & Material of Proprietary Nature**(To be submitted by bidder on its letter head)**

To,
Oil India Limited
Duliajan,
Assam - 786602

Sub: E-Tender No.: CDH8338L22 for “Hiring of Services for Real Time Production Monitoring and Analysis (RTPM) Project under DRIVE Initiative”.

This is to notify you that our organization **<Name>** intends to submit a proposal in response to RFP for **<Title of the RFP (Tender No.) >** for Oil India Limited. In accordance with the above, following is the comprehensive list of material and services of proprietary nature required to be provisioned by OIL during project implementation for establishing a successful exchange of tags data from SCADA Vantage 5.3.1 to the proposed PDMS software at MCS (L2).

The list mentioned below is based on best of our understanding from the site assessment. We also acknowledge that any requirement beyond the items mentioned in the list below will lie in the scope of organization **<Name>** and same needs to be procured and provisioned by **<Name>** at the time of implementation.

S.No	Line Item Description	Quantity	Remarks
	<add more rows, if required>		

Sincerely,

Place:

Date:

Signature of Authorized Signatory

Name of Signatory:

Title of Authorized Signatory:

Company Seal:

END OF SECTION-II

Part-3
SECTION-III
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- 1.0 **Mobilization Period:** 15 (fifteen) days from the date of issue of LOA for the Project Kick off workshop and report.
- 2.0 **Commencement of Contract:** The date of issuance of LOA shall be the effective date of commencement of contract.
- 3.0 **Duration of the Contract:** 04 Years 08 Months (including 1 year warranty period for both software solution and instrumentation, hardware components and post warranty AMC for 3 years). Shall be counted 15 days from the date of issuance of LOA or completion of mobilization, whichever is earlier (the date of commencement of operation).
- 4.0 **De-Mobilization:** Demobilization of resources shall be completed by Contractor within 30 (thirty) days of expiry/termination of the contract. Contractor will ensure that demobilization of resources is completed within the aforesaid period. No charge whatsoever will be payable from the date of notice to demobilize.
- 5.0 **Performance Security:** Contractor shall submit performance security for an amount equivalent to 3% of Total Contract value as per Clause No. 10.0 of the GCC.
- 6.0 **Terms of Payment:** Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions.

For further details of payment schedule and terms, the bidder must refer "Schedule of Rates (SOR)" under Part-3 Section IV.

- 7.0 **Submission of Invoice:**

All payments will be made directly to the successful bidder against invoices submitted by the bidder along with supporting documents after successful completion of milestones and acceptance of relevant deliverables as defined under Part-3, Section IV "Schedule of Rates (SOR)"

All Invoices are to be sent to the following address:

Asset Manager – (Eastern Asset)
Oil India Limited,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam

- 8.0 **Sub-Contracting:** Sub-contracting of selected services/ petty services is allowed as per Section 6.5 "Conditions of Sub-contracting" under Part-3 Section -II (Scope of Work/Terms of Reference/Technical Specifications).

9.0 **Place of Arbitration:** The place for arbitration against this contract shall be Guwahati, Assam.

10.0 **Liquidated Damages for delay In Mobilization / Completion Of Works and Services:** Any delay in the delivery of the project deliverables (solely attributable to CONTRACTOR) would attract a liquidated damage.

For details of Liquidated Damages structure, the bidder must refer section "Service Level Agreements" under Clause 4 of Part-3, Section-II (Scope of Work/Terms of Reference/Technical Specifications).

11.0 **Provision of Personnel facilities:** All expenses related to Contractor's personnel facilities during the tenure of the contract (including lodging, travel, miscellaneous expenses, etc.) are to be borne by the Contractor.

12.0 **Warranty and remedy of defects:**

a) Complimentary 1 year of post go-live support (defect liability period) on the implemented software solution.

b) Instrumentation and other hardware components should be provided with 12 months of on-site warranty applicable from the date of solution go-live and it will be followed by annual maintenance support services.

13.0 **Key personnel:** For details of qualification, number and associated requirements of the key personnel, bidder must refer section 2.5 "Manpower Requirement" under Scope of Work

14.0 **GENERAL HSE POINTS:**

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training.
8. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer /Engineer/Official/Supervisor/Junior Engineer for safe operation.
9. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
10. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
11. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
12. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
13. If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
14. To arrange daily tool box meeting and regular site safety meetings and maintain records.

15. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

16. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

17. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

18. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

19. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

20. The contractor should prevent the frequent change of his contractual employees as far as practicable.

21. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

22. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

15.0 GOODS AND SERVICES TAX

15.1 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.

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

15.3 "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.

15.4 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.

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

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

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.

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

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

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.

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

15.8 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.

15.9 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there

under, OIL shall not be liable to make any payment on account of GST against such invoice.

- 15.10 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- 15.11 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- 15.12 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.
- 15.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/Contractor, OIL shall be entitled to recover such amount from the Contractor/Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 15.14 TDS under GST, if applicable, shall be deducted from Contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 15.15 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.
- 15.16 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.
- 15.17 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.

- 15.18 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.
- 15.19 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.
- 15.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 15.21 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.
- 15.22 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.
- 15.23 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.
- 15.24 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.
- 15.25 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 15.26 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.
- 15.27 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.
- 15.28 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.

15.29 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.

15.30 Documentation requirement for GST:

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

Any Invoice issued shall contain the following particulars:

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

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

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) 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.

15.31 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.

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

16.0 **NOTICES:**

- 16.1 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**

GM-Contracts (HOD)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Phone No. 91-374-2808650
Email: contracts@oilindia.in

b) **For technical matters**

Asset Manager (Eastern Asset)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Phone No. 91 - 374 - 280 6155
Email: jppdas@oilindia.in

c) **Contractor**

Fax No. :

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

END OF SECTION-III

Part-3
SECTION-IV
SCHEDULE OF RATES (SOR) & TERMS OF PAYMENT

The bidders must quote the rates in their priced bids strictly as per the format outlined in **PROFORMA-B** considering the following. The quantities mentioned against each item in the PROFORMA-B is for evaluation purpose only. However, payment shall be made for the actual work done. Commercial evaluation of Bids to establish inter-se-ranking of all technically qualified bidders will be done based on the rates/charges quoted in **PROFORMA-B** only.

SCHEDULE OF RATES FOR PART I: Instrumentation & Communication Package at Hapjan OCS

- a) This shall be inclusive of supply, mobilization, installation and commissioning services of the instruments and devices as mentioned in the price bid summary.
- b) Unit rate must be quoted against line items 1.1 to 1.6, 1.9 to 1.16 & 1.22. The quantities mentioned against each of the line items are for evaluation purposes only while the payment will be made based on actual consumption.
- c) For rest of the line items, the bidder must quote lump-sum charge for material and services as applicable.
- d) The bidder must quote for all the applicable accessories required for successful installation and commissioning of instruments and devices under line item 1.19 on lump-sum basis.
- e) Services related to end-to-end installation and commissioning services must be quoted under line item 1.20 on a lump-sum basis.
- f) Services related to trainings and knowledge transfer to the field personnel must be quoted under line item 1.21 on a lump-sum basis.
- g) **The schedule of payment for this PART will be as per the table below.**

Sl.NO.	MAJOR MILESTONES	PAYMENT SCHEDULE
1.	Placement of purchase order for finalized instruments and Receipt of all the material at the site: Bidder to submit the receipt of material invoice along with Inspection, certifications, FAT & warranty documents.	70% of material value quoted in price bid individual line items.
2.	Completion of 1 year of complimentary solution support period (defect liability period)	30% of material value quoted in price bid individual line items

3.	Completion of installation, testing and commissioning of the overall instrumentation system: Payment shall be released post receiving the service invoice and a completion certificate from OIL.	100% of the value quoted against____Installation & Commissioning services <u>in price bid line item 1.20</u> 100% of the value quoted against supply of accessories <u>in price bid line item 1.19</u>
4.	Successful training completion of the personnel appointed by OIL and sign-off.	100% of the value quoted against user training and handover <u>in price bid line item 1.21</u>

SCHEDULE OF RATES FOR PART II: System hardware and software package

- a) For line item 2.1, the bidder must quote lump-sum charge for the supply of Application server, Database server/Windows server license & DB Server License and MMI workstations at Hapjan MCS.
- b) Annual software license subscription charge must be quoted against line item 2.2 for the supply of PDMS software licenses as per user license requirements mentioned under Section 2.4, System Requirements of Scope of Work.
- c) Annual software license subscription charge must be quoted against line item 2.3 for the supply of online simulation software licenses package.
- d) **The schedule of payment for this PART will be as per the table below.**

Sl.NO.	MAJOR MILESTONES	PAYMENT SCHEDULE
1.	Receipt of required software and hardware components for MCS package: Bidder to submit the receipt of material invoice along with Inspection, certifications, FAT & warranty documents.	70% of the package value as quoted in price bid <u>(line item 2.1)</u>
2.	Completion of installation and commissioning of the hardware & system software package supplied under Part II Sl. No. 1: Payment shall be released post receiving the service invoice and a completion certificate from OIL	15% of the package value as quoted in price bid <u>(line item 2.1)</u>
3.	Completion of 1 year of complimentary solution support period (defect liability period)	15% of the package value as quoted in price bid <u>(line item 2.1)</u>
4.	Provision of PDMS software license package for annual consumption applicable from the date of solution Go-Live	100% of the annual license fees as quoted in price bid <u>(line item 2.2)</u>
5.	Provision of Online simulation software license	100% of the annual license

	package for annual consumption applicable from the date of solution Go-Live	fees as quoted in price bid (line item 2.3)
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SCHEDULE OF RATES FOR PART III: Implementation Charges for RTPM Software Solution

- a) This shall be inclusive of service charges for end-to-end implementation of RTPM solution including design, development, testing, software and hardware integration services, resource mobilization and demobilization, training of OIL users, 1 (one) year of defect liability period, etc.
- b) This shall be exclusive of instrumentation installation and commissioning charges (covered in **PART I, line item 1.20**).
- c) The bidder must quote lump-sum service charges for the implementation of RTPM solution against line item 3.1 and the payment schedule will be as mentioned below.
- d) **The schedule of payment for this PART will be as per the table below.**

Sl.NO.	MAJOR MILESTONES	PAYMENT SCHEDULE
1.	Submission of solution blueprint design and technical architecture for software application modules and sign-off from OIL	15% of the implementation services cost as quoted in price bid
2.	System integration testing (SIT), User Acceptance Testing Completion & Sign-Off by OIL	25% of the implementation services cost as quoted in price bid
3.	Solution go-live & execution of software license agreement.	25% of the implementation services cost as quoted in price bid
4.	Training to applicable OIL users as defined in training requirements.	10% of the implementation services cost as quoted in price bid
5.	Completion of 1 year of complimentary solution support period (defect liability period)	25% of the implementation services cost as quoted in price bid after deduction of penalties as applicable.

SCHEDULE OF RATES FOR PART IV: Annual Maintenance Charges

- a) This shall be inclusive of support & service charges for software maintenance and AMC charges of the instruments applicable for second, third and fourth year post one year of go-live support (defect liability period) on software and 12 months of instrument warranty period respectively.

- b) Quarterly charges for support & service of software and hardware maintenance at Hapjan MCS, quoted under line items 4.1, 4.2 and 4.3, must include support services for PDMS servers, Online simulation software, H/W and S/W components, OWS (Operating workstations), HMIs, MMIs, etc.
- c) Yearly charges (sum of 4 quarters) for support & service of software and hardware maintenance at Hapjan MCS for year 2, 3 & 4 of contract should individually be at least 10% of the total price quoted for System hardware and software package. (sum of line items 2.1, 2.2 & 2.3 of price bid)
- d) Quarterly charges for AMC of the instrumentation scope quoted under line items 4.4, 4.5 and 4.6, must include the maintenance of field instrument package and other devices and software provided at Hapjan OCS.
- e) Yearly charges (sum of 4 quarters) for AMC of the instrumentation scope for year 2, 3 & 4 of contract should individually be at least 10% of the instrumentation & communication package material value as quoted in price bid individual line items (sum of all line items from 1.1 to 1.18 of price bid).
- f) The bidder must quote lump-sum maintenance and service charges of software and instruments against all the line items.
- g) **The schedule of payment for this PART will be as per the table below.**

Sl.NO.	MAJOR MILESTONES	PAYMENT SCHEDULE
1.	Quarterly payment of annual maintenance fees	100% of the quarterly values quoted in price bid (Part IV) net of applicable penalties.

SCHEDULE OF RATES FOR PART V: Manpower and Mobilization Charges

- a) This shall be inclusive of mobilization, demobilization and service charges of resources as mentioned in the price bid summary.
- b) Mobilization charges shall cover all local and foreign cost to be incurred by the Contractor to mobilize the resource to Hapjan OCS/MCS and include all local and foreign taxes, port fees, inland transport etc.
- c) For line item 5.1, one-time mobilization charges for the Resident Engineer at Hapjan OCS/MCS must be quoted.
- d) For line item 5.2, monthly service charge for the Resident Engineer at Hapjan OCS/MCS must be quoted.
- e) For line item 5.3, one-time demobilization charges for the Resident Engineer at Hapjan OCS/MCS must be quoted.
- f) For line item 5.4 to 5.6, one-time mobilization charges for the Simulation/Analytics Expert, Process Expert and Instrumentation Expert at Hapjan OCS must be quoted.
- g) **The schedule of payment for this PART will be as per the table below.**

Sl.NO.	MAJOR MILESTONES	PAYMENT SCHEDULE
1.	On successful mobilization/demobilization of resources in accordance to terms of the	100% on actuals as per the values quoted in price

	contract (Resident Engineer, Simulation/Analytics Expert, Process Expert and Instrumentation Expert)	bid (PART V)
2.	Service Charges for Resident Engineer at Hapjan OCS/MCS	To be paid against the invoice raised quarterly for applicable number of months in which services have been rendered.

NOTE TO SCHEDULE OF RATES:

- a) Rates shall remain firm during the entire duration of the contract.
- b) Rates must be quoted in INR.
- c) Instrumentation & Hardware supply to be budgeted at FOR with inclusions of transportation and insurance cost.
- d) Above unit rates are inclusive of all associated services, spares, equipment, communication devices etc. unless separately asked for in the price bid format.
- e) Customs duty on the hardware / software / materials shall be governed as per the conditions mentioned under the tender document.

END OF SECTION-IV

END OF PART-3

&&&&

(To be submitted by BIDDER on its letter head)

To,

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

Dear Sir,

This has reference to your Tender No. dated 20__ on the
subject

We..... (Name of the Company) confirm that we will engage/deploy the
services including the key personnel of the Technical
collaborator/Subsidiary/Parent company/Joint Venture Partner experience
(strike out whichever are not applicable) on whose strength we are meeting the
tender's Technical requirement as per the tender qualifying criteria.

Sincerely,

Signature of Authorized Signatory

Place:

Name of Signatory:

Date:

Title of Authorized Signatory:

Company Seal:

Certificate of Compliance of meeting Bid Reject Criteria

(To be submitted by bidder on its letter head)

To,

Oil India Limited
Duliajan,
Assam - 786602

Dear Sir,

This is to notify you that our organization <Name> intends to submit a proposal in response to **RFP for <Title of the RFP (Tender No.) >** for Oil India Limited. In accordance with the above we would like to declare that we will take full responsibility of provisioning instrumentation, hardware requirements, software requirements and associated licenses along with installation and commissioning services etc. to implement the end-to-end solution successfully and to client's satisfaction.

Sincerely,

Place:

Date:

Signature of Authorized Signatory

Name of Signatory:

Title of Authorized Signatory:

Company Seal:

NO DEVIATIONS CERTIFICATE

(To be submitted by BIDDER on its letter head)

To,

M/s Oil India Limited
Duliajan,
Assam - 786602

Sub: E-Tender No. CDH8338L22 for “Hiring of Services for Real Time Production Monitoring and Analysis (RTPM) Project under DRIVE Initiative”.

Dear Sir,

We understand that any 'deviation / exception' from the requirements mentioned in under SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS of the tender document may result in rejection of the bid.

We, therefore, certify that we have not taken any 'exception / deviation' from the requirements mentioned under SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS of the tender document and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Sincerely,

Place:

Date:

Signature of Authorized Signatory

Name of Signatory:

Title of Authorized Signatory:

Company Seal:

Certificate of Compliance of meeting Bid Reject Criteria**(To be submitted by BIDDER on its letter head)**

To,

Oil India Limited
Duliajan,
Assam - 786602**Sub: E-Tender No.: CDH8338L22 for “Hiring of Services for Real Time Production Monitoring and Analysis (RTPM) Project under DRIVE Initiative”.**

This is to certify that with respect to the manpower requirement of said tender, **<Bidder Organization Name>** is proposing the following team of resources.

We also confirm that the qualifications and experience of each of the proposed team members comply with the requirements mentioned against respective project role under **Manpower requirement clause no. 2.5 under SOW**

The detailed CVs of the proposed resources are also attached with the technical bid.

S.No	Project Role	Employer's Name	Name of Proposed Primary Resource(s)	Name of Proposed Additional Resource
1	Project Leader		<to be filled>	<to be filled>
2	Project Manager		<to be filled>	<to be filled>
3	Lead Field Instrumentation Engineer		<to be filled>	<to be filled>
4	Process Simulations SME		<to be filled>	<to be filled>

Sincerely,

Signature of Authorized Signatory:

Place:

Name of Signatory:

Date:

Title of Authorized Signatory:

Company Seal:

Address:

Note: Bidder is required to submit Certificate of Compliance for meeting the eligibility requirements as per BEC. Detailed CV of team members are to be provided for review.

Curriculum Vitae (CV) Format

S.N	HEADS	PERSONNEL DETAILS		
1	Role in the Project		Photograph	
2	Name			
3	Name of the Organization			
4	Permanent Address			
5	Highest Educational Qualification			
6	Total Professional Experience (In Years)			
7	Domain Experience	Tenure (in Years)	Remarks (Tools / Modules etc.)	
7.1	Project Management			
7.2	Technology/Data Architecture			
7.3	Development/Integration/Database			
7.4	Cloud Deployment			
7.5	SAP ECC/ABAP			
7.6	Upstream O&G	<add more rows if required>		
Experience details in reverse order				
8	Name of Organization / Client	Experience Details / Responsibilities	From (Year)	To (Year)
8.1				
8.2				
8.3				
8.4		<add more rows if required>		
9	Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.			
	Degree	University	Year of Award of Degree	
9.1				
9.2				
9.3		<add more rows if required>		

I (Employee Name) S/o (Father's Name) having permanent residence at (Present Address) , am working with M/s (Organization Name) as their employee.

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

I am an employee of M/s (Organization Name) for all practical purposes and there is no privity of Contract between OIL and me.

Signature: _____

Place:

Date:

Certified By:

Role in the Organization:

Signature _____

Certificate of Compliance of meeting Bid Reject Criteria

(To be submitted by bidder on its letter head)

To,

Oil India Limited,
Duliajan,
Assam - 786602

Dear Sir,

This is to notify you that our organization **<Name>** intends to submit a proposal in response to RFP for Real Time Production Monitoring & Analytics for Oil India Limited. In accordance with the above we would like to declare that:

- We are not in the Holiday list of OIL or its Administrative Ministry, MoPNG.
- We are not under liquidation, court receivership or similar proceedings.
- We are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016.
- We are not the consultant/subsidiary company or company under management of the primary consultant working on this project.
- We acknowledge that our bid will stand rejected if our insolvency resolution process or liquidation or bankruptcy proceedings is initiated during any stage of bid evaluation.

Sincerely,

Place:

Date:

Signature of Authorized Signatory

Name of Signatory:

Title of Authorized Signatory:

Company Seal:

PROFORMA-A

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

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

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

Authorised Person's Signature: _____
Name: _____

Seal of the Bidder:

PRICED BID FORMAT

**THE PRICE BID FORMAT IS ATTACHED UNDER “NOTES AND ATTACHMENTS”
TAB OF THE OIL’S E-TENDER PORTAL**

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BID FORM

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

Sub: IFB No. CDH8338L22

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 issue of 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 _____ 2021.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

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.

Bid Security Declaration

(to be submitted on Bidder's letter head)

M/s. Oil India Limited

.....,

.....

Tender No.: CDH8338L22

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a Bid Security, which is in the form of a Bid-Security Declaration.
- 2.0 I/We the undersigned hereby declare that, if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the Tender document, we will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.

Name and Signature of

Authorized Signatory and Company Seal

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:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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:

- (a) 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 indicating the Contract No.-----shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, 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.
- (c) Further correspondence against BG towards Performance Security must contain the Contract Number.

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. **CDH8338L22**.

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----.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 Conditions of Contract;
 - (d) Section-IV indicating the Schedule of Rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

To:

GM (CONTRACTS)

Oil India Ltd.,

P.O. Duliajan - 786 602

Assam, India

Sir,

Sub: OIL's IFB No. CDH8338L22

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

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

Date: _____

Sir,

Sub: OIL's IFB No. CDH8338L22

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

&&&&&&&&

**CERTIFICATE OF ANNUAL TURNOVER, NET WORTH & WORKING
CAPITAL**

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 _____
are correct.

YEAR	TURN OVER (in INR Crores)	NET WORTH (in INR Crores)

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

To
GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES FOR TENDER NO. CDH8338L22

DESCRIPTION OF WORK/ SERVICE: Hiring of Services for Real Time Production Monitoring and Analysis (RTPM) Project under DRIVE Initiative.

Sir,

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

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

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

- i) _____
- ii) _____
- iii) _____

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

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

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

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

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

(Seal)
Date_____

Yours Faithfully

M/s_____

FOR & ON BEHALF OF CONTRACTOR

PROFORMA of Bank Guarantee towards Purchase Preference-Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited

India

Dear Sirs,

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

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

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

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said

CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

WITNESS NO.1

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

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

WITNESS NO.2

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

Attorney as power of
Attorney no._____
Dated_____

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **“Tender No. CDH8338L22-Hiring of Services for Real Time Production Monitoring and Analysis (RTPM) Project under DRIVE Initiative”**. 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 Organisation "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:-

- I. 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.
- II. 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.
- III. 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 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.
 - I. 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.
 - II. 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 cartelisation in the bidding process.
 - III. 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.
 - IV. 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.
 - V. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - VI. The Bidder (s)/ Contractor of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - VII. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act.

- (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. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

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

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/ Top Secret are not to be disclosed.
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.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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/ bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be, signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.
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.

5. Issues like warranty/ guarantee, etc. shall be outside the purview of IEMs.

For the Principal

for the Bidder/Contractor

Place: Duliajan.

Witness 1:

Date:

Witness 2:

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

&&&&

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT/100% SUBSIDIARY COMPANY (As the case may be)

(INDIAN BIDDERS ARE REQUIRED TO EXECUTE ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

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

WHEREAS

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

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

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

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

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE
(Delete whichever not applicable)

(INDIAN BIDDERS ARE REQUIRED TO EXECUTE ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

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

WHEREAS,

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

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

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

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

1. The Guarantor (Parent Company / **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

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

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

Witness:

1. Signature _____
Full Name _____
Address _____

M/s _____
Signature _____
Name _____
Designation _____

Common seal of the
Company_____

Witness:

2. Signature _____
Full Name _____
Address _____

PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE
TOWARDS FINANCIAL STANDING
(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **INR**(or equivalent **USD**) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

- (a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
- (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

- (c) This Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

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

Witness:

1.

2.

Witness:

1.

2.

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

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.
Witness
1)
2)

For and on behalf of
(Sister Subsidiary/ Co-
subsidiary)

M/s.
Witness
1)
2)

For and on behalf of
(Ultimate Parent /
Holding Company)

M/s.
Witness
1)
2)

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

**FORM OF PERFORMANCE BANK GUARANTEE FOR 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 must ensure the following:

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

- iii) "MT 760 / MT 760 COV for issuance of bank guarantee.
- iv) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation indicating the Contract No.-----shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, 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.
- (c) Further correspondence against BG towards Performance Security must contain the Contract Number.

**To,
GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No._____ Dated _____

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

Certificate of Compliance of FINANCIAL CRITERIA:

Ref Clause No. b under Notes to BEC Clause No. 2.0 of the Bid Evaluation Criteria

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

**The balance sheet/Financial Statements for the financial year _____
(as the case may be) has actually not been audited as on the Original Bid Closing
Date.**

Place:

Date:

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

**UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK
GUARANTEE**

**To,
The Oil India Limited
Contracts Department
Duliajan – 786 602
Assam**

We M/sare
submitting the performance security in favour of Oil India Limited, Duliajan in the
form of bank guarantee bearing reference no.
..... for an amount of INR
..... valid up to as per
terms and conditions of our Purchase Order/Contract
No.....

PBG issuing bank details:

Bank	
Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the performance bank guarantee via SFMS portal through our bank using the details mentioned in the contract/purchase order and hereby confirming the correctness of the details mentioned.

Authorised Signature _____
Name _____
Vendor Code _____
Email ID _____
Mobile No _____

Encl: Original performance bank guarantee

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION
AGENCY

(To be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDH8338L22

M/s _____ having registered office at _____
intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, we hereby certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder, M/s _____ have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. of pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

APPENDIX-I

No. FP-20013/2/2017-FP-PNG
Government of India
Ministry of Petroleum and Natural Gas

Shastri Bhawan, New Delhi
Dated 17th November, 2020

To,

1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

Subject: Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the M/o P&NG - Amended regarding

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 7.10.2019 on the subject mentioned above. It is stated that several provisions of the Policy have been amended as per the recommendations of the Steering Committee constituted under PP-LC Policy by MoPNG. Amended PP-LC Policy is enclosed herewith for necessary compliance which shall continue for a further period of one year w.e.f. 01.10.2020..

Yours faithfully



सुशील टी. विलियम्स

(Sushil T. Williams)

उप सचिव, भारत सरकार

(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

- a) PS to Minister, PNG & Steel
- b) PPS/ PS to Secretary/ Sr. Economic Advisor/ AS&FA, MoPNG
- c) PPS/ PS to JS (E)/ JS (GP)/ JS (IC)/ JS(R)/ JS (M)/ JS (G)/ EA/ DDG, MoPNG
- d) US (Admin.), MoPNG
- e) Ms. Neelam Naval, Technical Director (NIC) - with request to upload the letter alongwith enclosure on website of MoPNG.

Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended

1 Preamble

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 Definitions

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
3. **Scope**
- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

4. Procurement

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

5. Purchase Preference- Linked with Local Content (LC)

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.
- 5.1.7 The procedure for award under the policy is at **Enclosure-I**.

6. Determination of LC

6.1 LC of goods

- 6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.
- 6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:
- a) in the case of direct component (material), based on country of origin;
 - b) in the case of manpower, based on INR component.
- 6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

- 6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- 6.2.2 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.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- 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.

6.3 LC of the EPC Contracts:

6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.4 Calculation of LC and Reporting

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.

7 Certification and Verification

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2 At bidding stage:

- a) Price Break-up:
 - The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

1.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, 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.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each 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.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

8 Governance and Supervision

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9 Sanctions

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services 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 specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be 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.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,
a) Reduce the minimum local content below the prescribed level; or
b) Reduce the margin of purchase preference below 20%; or
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

PROCEDURE FOR AWARD OF CONTRACTS

Procedure for award of contracts under this policy shall be as follows:

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDH8338L22**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	

7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices: (should be in Indian Rupees).	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax:

		Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING
(REF. CLAUSE NO. 7.6 OF THE FORWARDING LETTER)

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 7.1 OF THE
FORWARDING LETTER**

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

****End of Tender Document****