

OIL INDIA LIMITED
D.NO.11-4-7; 3RD FLOOR,
NOKALAMMA TEMPLE STREET,
RAMARAOPET, KAKINADA-533004,
ANDHRA PRADESH, INDIA
Email: kgbasin@oilindia.in
www.oil-india.com
Fax No. 0884-2352383

Tender No. / IFB No. CEG7633L19

Tender No. /IFB No. **CEG7633L19** for Hiring of Directional Drilling/ MWD Services including Tools/Equipment and Manpower for Re-Entry (8.1/2" section) at Exploratory Wells in KG Basin Project, Andhra Pradesh has been addressed to the following parties:

- i) Baker Hughes Singapore Pte
- ii) Schlumberger Asia Services Ltd
- iii) Halliburton Offshore Services Inc.
- iv) Weatherford Oil Tool Middle East Ltd

The interested parties, other than the above who meet the 'Qualifying criteria' as indicated in the Tender may also apply for issue of Tender documents. Such application must reach Project office at Kakinada on or before **23.04.2018**. The application must be complete in all respects and the same should accompany all the requisite documents as indicated in Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) and the following, failing which the application will be considered as rejected:

- (a) To submit 'Quality Assurance System certified ISO 9001 or equivalent or Company's own established equivalent QA system.
- (b) To submit 'Safety record summaries for accidents, injuries, damages, near-misses and LTI over the past 2 years, reckoned from Techno-commercial Bid Closing Date.

Late application and any delay by post/courier will not be entertained.



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliajan, Assam

KG Basin Project

#Door No.11-4-7,
Nookalamma Temple Street,
Ramaraopeta
KAKINADA-533004 A.P.
Phone (O) 0884-2302176
FAX: 91-884-2352383
Email: kgbasin@oilindia.in

FORWARDING LETTER

M/s. _____

Sub: Tender No. CEG7633L19 for Hiring of Directional Drilling/ MWD Services including Tools/Equipment and Manpower for Re-Entry (8.1/2" section) at Exploratory Well in KG Basin Project, Andhra Pradesh.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), Government of India Enterprise, is premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from shortlisted Contractors through OIL's e-procurement site for providing above services. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal and Govt. portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	Tender No.	CEG7633L19
(ii)	Type of Bid	Single Stage-Composite Bid System
(iii)	Bid Closing Date & Time	As per Online Tender
(iv)	Bid Opening Date & Time	As per Online Tender
(v)	Bid Opening Place	Office of Executive Director (KGB & BEP), Oil India Limited D.NO.11-4-7; 3rd Floor

		Nokalamma Temple Street Ramaraopet, Kakinada-533004 Andhra Pradesh, India
(vi)	Bid Validity	90 days from bid closing date.
(vii)	Bid Security Amount	INR 1,62,800.00 or USD 2,500.00
(viii)	Bid Security Validity	120 days from bid closing date.
(ix)	Mobilization Time	Tool & Equipment (duly inspected & accepted): Within 45 (forty five) days from the date of Mobilization notice issued by the Company Personnel: Within 5(five) days from the date of Mobilization notice issued by the Company.
(x)	Amount of Performance Guarantee	10% of the total estimated Contract value
(xi)	Validity of Performance Security	3 (three) months beyond the date of completion of the Contract
(xii)	Duration of the Contract	6 (six) months with a provision of extension of another 3 (three) months at same rates, terms and conditions at OIL's option.
(xiii)	Quantum of Liquidated Damage for Default in Timely Mobilization	1/2% of estimated total Contract value for delay per week or part thereof subject to maximum of 7.5%
(xiv)	Bids to be addressed to	Executive Director (KGB & BEP), Oil India Limited D.NO.11-4-7;3rd Floor Nokalamma Temple Street Ramaraopet, Kakinada-533004 Andhra Pradesh, India

3.0 **INTEGRITY PACT :**

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Techno-commercial 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 Organizations Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

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

4.4 Bidders must have a valid User Id to access OIL e-Procurement site for submission of bid. Bidders, who do not have a user id, can click on **Guest** login button in the E-portal to view and download the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: + 91 374 2807171.

5.0 **IMPORTANT NOTES:**

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

i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in sealed envelope superscribed with OIL's IFB No. and Bid Closing date to Executive Director, KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nokalamma Temple Street, Ramaraopet, Kakinada-533004, India:

- a) Original Bid Security
- b) Any other document required to be submitted in original as per tender requirement.
- c) Printed catalogue and Literature, if called for in the tender.
- d) Power of Attorney for signing the bid.

The above documents including the Original bid security must be received at OIL's office of the Executive Director on or before the techno-commercial bid opening date and time. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Techno-commercial Bid in OIL's E-procurement site.

ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the Executive Director (KGB & BEP) in presence of the authorized representatives of the bidders.

iii) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

iv) The tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM**. The bidders shall have to submit both the “TECHNO-COMMERCIAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-commercial Bid is as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the **RFx Information-> Technical Attachments**. The “TECHNO-COMMERCIAL BID” shall contain all techno-commercial details. Details of prices as per Bid format/priced bid can be uploaded as Attachment in the attachment link under “**Notes and Attachments**”.

The Price Bid rates to be quoted as specified in the “PRICE BID FORMAT” attached just below the “Tendering text” in the attachment option under “**Notes & Attachments**” of OIL’s e-Tender portal. The price quoted in the “PRICE BID FORMAT” will only be considered for evaluation.

Offer not complying with above submission procedure will be rejected

Notes and Attachments	→	Only Price Details Should Be Uploaded
Technical attachments	→	All technical bid documents

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “**New Vendor Manual (effective 12.04.2017)**” available in the login Page of the OIL’s E-tender Portal.

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

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

vii) **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.

viii) **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.oilindia.com.

6.0 OIL now looks forward to your active participation against the tender.

Thanking you.

Yours faithfully,
Oil India Limited

-sd/
(A.Baruah)
Sr. Manager (Materials)
for General Manager (C&P)
for Executive Director (KGB & BEP)

PART-1

INSTRUCTIONS TO BIDDERS

- 1.0** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's Tender No & Type.
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid opening place
 - (v) Bid validity, Mobilization & duration of Contract
 - (vi) The amount of Bid Security with validity
 - (vii) The amount of Performance Guarantee with validity
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- (b) Instructions to Bidders, (PART-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (PART-2)
- (d) General Conditions of Contract, (PART-3, Section-I)
- (e) Terms of Reference/Technical Specifications (PART-3, Section-II)
- (f) Schedule of Rates, (PART-3, Section-III)
- (g) Integrity Pact Proforma, (Annexure-I)
- (h) Proforma for bio data of personnel (Annexure II)
- (i) Proforma undertaking from contractor's personnel (Annexure III)
- (j) Estimated CIF value of items at the time of import, (Proforma-A)
- (k) Price Schedule Format, (Proforma-B)
- (l) Bid Form, (Proforma-C)
- (m) Certificate of Compliance with respect to BRC, (Proforma-D)
- (n) Statement of Non-Compliance (except BRC), (Proforma-E)
- (o) Bid Security Form, (Proforma-F)
- (p) Performance Security Form, (Proforma-G)
- (q) Contract Form, (Proforma-H)
- (r) Proforma of Letter of Authority, (Proforma-I)
- (s) Authorization for Attending Bid Opening, (Proforma-J)
- (t) Format of agreement between bidder and their parent company (Attachment-I)
- (u) Parent company/ subsidiary company guarantee (Attachment-II)
- (v) Format of agreement between bidder their sister subsidiary/co-subsidary company and the ultimate parent/holding company of both the bidder and the sister subsidiary/co-subsidary (Attachment-III)
- (w) Calculation of Local Content –Service (Proforma –M)
- (x) Proforma of Bank Guarantee towards Purchase Preference – Local Content (Proforma –N)

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued. However, bids in the name of 100% owned subsidiary or parent company owning 100% of Bidder Company in whose name the Bid Document has been issued shall be acceptable. Bids will be accepted only if they are in the form issued to the party.
- 3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Portal under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ("Technical RFX Response" under the tab "Amendment to Tender Documents") for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

- 5.0 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.
- 5.1 **BIDDER'S/AGENT'S NAME & ADDRESS:** Bidders shall indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information shall also be provided in respect of their authorized Agents in India, if any.
- 6.0 **DOCUMENTS COMPRISING THE BID:** Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

- (I) **TECHNICAL BID** shall comprise of following:

i	Complete technical details of the services and equipment specifications with catalogue, etc.
ii	Documentary evidence established in accordance with clause 10.0
iii	Statement of compliance with respect to BRC as per Proforma-D
iv	Statement of Non-compliance (except BRC) as per Proforma-E showing the list of deviations taken by the bidder except for the conditions under BRC
v	Bid Security (scanned) in accordance with clause 11.0 hereunder, Hard copy shall reach us on or before Techno-Commercial Bid Closing Date and time.
vi	Integrity Pact digitally signed by OIL's competent personnel as Annexure-I attached to the bid document to be digitally signed by the Bidder.

(II) PRICED BID shall comprise of the following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal in the "Notes & Attachments" Tab:

i	Price Schedule Format, (Proforma-B)
ii	Bid Form as per Proforma-C
iii	Proforma-A showing the items to be imported with the CIF values. The Priced Bid shall contain the prices along with the currency quoted.

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

8.0 BID PRICE:

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

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

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

9.0 CURRENCIES OF BID AND PAYMENT:

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

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

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **Bid Evaluation Criteria/Bid Rejection Criteria (PART – 2)** of the Bid document.

11.0 BID SECURITY:

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8.

- 11.2 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter or an equivalent amount in other freely convertible currency. The Bid Security in original shall be submitted in a separate envelope as prescribed in Clause 15.3 below and shall be in any one of the following forms:

- a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format, vide Proforma-F. Bank Guarantee/LC issued from any of the following Banks only will be accepted:
 - i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
 - ii) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
 - iii) 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.
 - iv) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' and payable at Kakinada.

- 11.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**

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

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

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

- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 29.0 below is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited:
- i) The bidder withdraws the bid within its original/extended validity.
 - ii) The bidder modifies/revise their bid suo-moto.
 - iii) Bidder does not accept the order/contract.
 - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical Attachment" of OIL's E-portal. The Original Bid Security shall be submitted by the bidder to the office of Executive Director, KG Basin Project, Oil India Limited, D.No.11-4- 7; 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh, India in a sealed envelope which must reach the above address on or before the Techno-commercial Bid Opening date and Time failing which the bid shall be rejected
- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

- 12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 90** days after the date of bid opening prescribed by the Company. **Bids of shorter validity will be rejected as being nonresponsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 90 days from Bid Opening Date.
- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

14.0 FORMAT AND SIGNING OF BID:

- 14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

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

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

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

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-I) shall be indicated by written Power of Attorney accompanying the Bid.

- 14.2 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid

or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof. 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.

- 14.3 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

C. **BID SUBMISSION/ EVALUATION**

15.0 SUBMISSION OF BIDS:

- 15.1 The tender is processed under **Single Stage - Composite Bid system**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "Vendor 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 "RFx Information" under "Technical Attachments" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment under "Notes and Attachment" Tab. **The priced bid should not be submitted in physical form and which shall not be considered.**

However, the following documents 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 addressed to Executive Director, (KGB & BEP), Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopet, Kakinada-533004 as indicated in the IFB:

- (i) The Original Bid Security along with one copy.
- (ii) Any other document required to be submitted in original as per bid document requirement.

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

- 15.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma -E of the bid document and the same shall be uploaded along with the Techno-commercial Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders shall 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 failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.

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

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

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

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

17.0 DEADLINE FOR SUBMISSION OF BIDS:

- 17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.
- 17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Opening date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

20.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

21.0 BID OPENING AND EVALUATION:

- 21.1 Company will open the Bids, including submission made pursuant to clause 19.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-J) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.4.
- 21.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or

missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.10 The Company shall perform Technical evaluation of the responsive bid(s) on the basis of **Section II 'Terms of Reference and Technical Specifications'** and **Part-2 'Bid Rejection Criteria/Bid Evaluation Criteria'**. Pursuant to Clause 21.0, the Company shall determine the successful Techno-commercial bid(s) for Price Bid evaluation.

22.0 OPENING OF PRICED BIDS:

- 22.1 The Company will open the Priced Bids along-with the Technical Bids on the Bid Opening day as mentioned in the tender in presence of representatives of the bidders. In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

- 23.0 CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing rate of exchange (CC rate) declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into

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

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

24.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

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

24.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

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

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

25.0 CONTACTING THE COMPANY:

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

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

D. AWARD OF CONTRACT

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

27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserve the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

28.0 NOTIFICATION OF AWARD:

28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or Email (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

28.2 The notification of award will constitute the formation of the Contract.

28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

29.0 PERFORMANCE SECURITY:

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

- i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- ii) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- iii) 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.
- iv) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., Email address.

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

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

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

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

30.0 SIGNING OF CONTRACT:

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

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

- 32.0 CREDIT FACILITY:** Bidders shall indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

33.0 MOBILISATION ADVANCE PAYMENT:

- 33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization 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. However, any mobilization advance shall be given in two phases – 50% of mobilization charges before shipment of materials, equipment & tools etc. and rest 50% after the shipment is completed.

- 33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value shall 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 mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 33.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

34.0 INTEGRITY PACT:

- 34.1 Company shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Annexure-I of the Bid Document, which has been digitally signed by competent authority of OIL. The Integrity Pact must be submitted with the Techno-commercial Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**
- 34.2 Company has appointed the following personnel as Independent External Monitors (IEM) to oversee implementation of Integrity Pact in Company: at the following addresses:

- a) SHRI SATYANANDA MISHRA, IAS(Retd.),
E-Mail: satyanandamishra@hotmail.com
- b) SHRI RAJIV MATHUR, IPS(Retd.),
E-Mail: rajivmathur23@gmail.com
- c) SHRI JAGMOHAN GARG, EX-VIGILANCE COMMISSIONER, CVC
E-Mail : jagmohan.garg@gmail.com

Bidders may contact the Independent Monitors for any matter related to the Tender.

- 35.0 **SITE VISIT:** The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to Pre-bid Conference (if applicable) & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

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

37.0 LOCAL CONDITIONS: It is imperative for each Bidder to fully inform 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 Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the Tender 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.

END OF PART-1

PART – 2

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

BID REJECTION CRITERIA (BRC)

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 The tender is invited under **SINGLE STAGE –COMPOSITE BID SYSTEM**. The Bidder has to submit both the “TECHNO-COMMERCIAL” and “PRICED” bid through electronic form in the OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Priced Bid as per the “Price Bidding Format” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender Portal. The Techno-commercial Bid should be uploaded in the “**Technical Attachments**” page only. Priced Bid quoted as per Price Bidding Format should be uploaded as attachment in the attachment link under “**Notes and Attachments**” Tab only.

NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.

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

4.0 Bid Security shall be uploaded as a part of the Techno-commercial Bid in OIL’s E-portal. The original Bid Security shall be submitted by bidder to the office of Executive Director (KGB&BEP), KAKINADA, India in a sealed envelope and must reach office of the Executive Director, Kakinada before the Techno-commercial Bid Opening date and Time. The amount of Bid Security and its validity shall be as specified in the Bid Document. Any Bid not accompanied by a proper Bid Security will be rejected.

5.0 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

6.0 Any Bid containing false statement will be rejected.

7.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.

8.0 Bidders shall quote directly and not through their Agent/ Representative/ Retainer/ Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate

on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/ Retainer/Associate cannot represent more than one foreign principal.

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

- (i) Bid Security Clause
- (ii) Performance Guarantee Clause
- (iii) Force Majeure Clause
- (iv) Tax Liabilities Clause
- (v) Arbitration Clause
- (vi) Acceptance of Jurisdiction and Applicable Law
- (vii) Liquidated damage and penalty clause
- (viii) Guarantee/Warranty clause
- (ix) Termination Clause
- (x) Integrity Pact

BID EVALUATION CRITERIA (BEC)

The bidder must meet the following evaluation criteria failing which the offer shall be rejected:

A. Experience

- 1.0 The bidder must have minimum 5 (five) years of in-house experience of providing DD/MWD services to E&P companies from the original bid closing date. Bidder to provide documentary evidence in this respect.
- 2.0 The bidder should have experience of providing DD/MWD/LWD services to minimum 5(five) wells in last 5(five) years as on the original bid closing date. Documentary evidence (viz. well details, Pressure & Temperature of the wells, well locations, client's name with contact details/ completion certificates from client) showing details of scope of work for the services are to be provided.
- 3.0 Service Requirement: The bidders shall quote for full scope of work. Bidder has to provide the following services as a package:
 - (i) SDMM and Services
 - (ii) MWD/LWD and Services
 - (iii) Drilling Jar

The bidder should provide the printed technical literature/catalogue for the offered tools and equipment.

- 3.1 In case, the bidder does not have all the services of their own, they can have pre tender tie-up for the services mentioned in Clause No. 3.0 under serial No. (iii)

provided that the prime bidder has the services mentioned in clause No. 3.0 under serial nos.(i) & (ii) of their own.

- 3.2 In case of pre tender tie up, the bidders should execute a legally enforceable MOU/Agreement valid for the entire duration of the contract including extension, if any. Copies of same should be furnished along with the techno-commercial bid.
- 4.0 HSE: The bidder must have established Health, Safety and Environment management system with sound track record.
- 5.0 Financial:
- (a) The annual turnover in any of the last three financial/ accounting years (to be considered from original bid closing date of tender) shall be minimum Rs.40.68 Lakhs or USD 0.063 million.
- (b) Net worth shall be positive for preceding financial/accounting year.

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

- (i) Audited Balance Sheet and Profit Loss Account of the parent/ ultimate parent/ holding company.
- (ii) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them, and
- (iii) The bidder is a 100% subsidiary company of the parent/ultimate/ holding parent company.

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

Note to Clause No. 5 above: 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 also be considered. In such cases, the net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking along-with the bid certifying that the "Balance Sheet/Financial Statements for the preceding financial/accounting year from the original bid closing date has actually not been audited so far.

6.0 Experience of Bidder's Personnel

6.1 Directional Drillers

- A) Qualified skilled and experienced Directional Drillers to be based on the rig should have minimum 3 (three) years' experience in providing DD services.
- B) Directional Drillers must be fluent in written and spoken English.

6.2 MWD/LWD Engineer

- A) Qualified skilled and experienced MWD/LWD Engineer to be based on the rig should have minimum 3 (three) years' experience in providing MWD/LWD services.
- B) MWD/LWD Engineer must be fluent in written and spoken English.

6.3 The bidder shall submit the bio-data of personnel proposed to be deployed for the services mentioned above indicating each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications in the respective fields.

7.0 (A) In case, the bidder is a consortium of companies, the following requirement shall be satisfied by the bidder:

(a) The leader of consortium shall satisfy the experiences criteria of Clause 3.0 above. However, any one of the consortium members individually shall have to meet the financial turnover criteria as mentioned in Clause 5.0 above.

(b) The Leader of consortium shall confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this bid document. This confirmation shall be submitted along with the un-priced bid.

(c) All the members of consortium must undertake in their MOU that each party shall be jointly and severally liable to the Company for any and all obligations and responsibilities arising out of this Contract.

(d) MOU/ Agreement concluded by the bidder with consortium partners, shall also be addressed to the Company, clearly stating that the MOU/ Agreement is applicable to this Tender and shall be binding on them for the Contract period. In the MoU, the leader of the consortium shall confirm unconditional acceptance of full responsibility of executing the 'Scope of Work'.

(e) Only the Leader of the consortium shall buy the bid document, submit bid and sign the contract agreement (in the event of award of contract) on behalf of the consortium.

(f) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.

7.0 (B) Eligibility criteria in case bid is submitted on the basis of technical experience of the parent/ subsidiary company:

Offers of those Bidders who themselves do not meet the technical experience criteria as stipulated in the BEC can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary. However, the parent/ subsidiary company of the Bidder should on its own meet the technical experience as stipulated in the BEC and should not rely for meeting the technical experience criteria on its sister subsidiary/ co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the technical 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 at Attachment – I) between the parent and the subsidiary company or vice-versa and Parent/ Subsidiary Guarantee (as per format enclosed at Attachment – II) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, alongwith the techno-commercial bid.

7.0 (C) Eligibility criteria in case bid is submitted on the basis of technical experience of sister subsidiary/ co-subsidiary company:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in the BEC can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:-

- i. Provided that the sister subsidiary/ co-subsidiary 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 alongwith the techno-commercial bid.
- ii. Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the technical experience criteria stipulated in the BEC.

Provided that with a view to ensure commitment and involvement of the ultimate parent/ holding company for successful execution of the contract, the participating bidder shall enclose an agreement (as per format enclosed at Attachment – III) between them, their ultimate parent/ holding company and the sister subsidiary/ co-subsidiary company.

- iii. 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-subsidiary 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-subsidiary 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. Documentary evidence to the effect that all the sister subsidiary company(ies) are 100% subsidiaries of the ultimate/ holding parent company should be submitted along-with the techno-commercial bid.

- 7.0 (D) Bid from Primary bidder meeting the experience criteria of the tender as a service provider, and submitting bids with the option of provisioning the consumables through third party(ies) on direct sale basis to OIL is also acceptable. The Primary bidder shall however, take full responsibility for delivering the consumables without any interruption in operation and without any extra cost to OIL. Zero rates shall be applicable for any suspension of Work due to non-availability of consumables.

- 8.0 **Mobilization period:** The bidder must be in a position to mobilize the services as under:-

Tool & Equipment (duly inspected & accepted): Within 45 (forty five) days from the date of Mobilization notice issued by the Company.

Personnel: The personnel required shall have to be mobilized within 5(five) days from the date of Mobilization notice issued by the Company.

- 9.0 **Interim Re-Mobilization period: NIL**

- 10.0 **VINTAGE OF TOOLS / EQUIPMENT / CONSUMABLES:**

All down hole tools/equipment must be new or in perfect working condition, and contractor shall warrant its satisfactory performance.

- 11.0 **DOCUMENTS**

Bidders must furnish documentary evidences with the specific chapters, separated by dividers, in the same order as set out here below (a) to (f) in support of fulfilling all the requirements.

- (a) Experience of bidder - Statement to be furnished by bidder in tabular form along-with copies of contract/ work orders/ completion certificates / proof of release of Performance Security/ final payment certificate issued by clients/ any other documentary evidence that can substantiate the satisfactory execution of the contracts.
- (b) Financial turnover of bidder- (1) Audited balance sheets / profit and loss accounts etc. for the past three (3) years or (2) Certificate from a practicing Chartered Accountant/ Cost accountant certifying the Average Annual turnover with Membership No. and Firm Registration No.
- (c) MOU/Agreement concluded with consortium partners along with the technical bid.
- (d) Bidder's general structure and organisation, including the branch/ sub-division dedicated to such activities.

- (e) Details of company's Health, Safety and Environmental Policy and Programme together with HSE Management System.
- (f) Resume of key personnel to be involved in the services with relevant experience.

12.0 GENERAL

- 12.1 Proforma-D - The compliance statement should be duly filled up. In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 12.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 12.3 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.
- 12.4 Original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria in case of any extension of the Original Bid Closing Date.

13.0 PRICE EVALUATION CRITERIA

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below.

- 1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.0 The bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma -B**.
- 4.0 The quantities shown against each item in the "**Price Bid Format (i.e. in Proforma-B)**" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameter, as the case may be.

- 5.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma - B.
- 6.0 **CUSTOMS DUTY** : In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

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

- 7.0 **PURCHASE PREFERENCE CLAUSE:** Purchase preference to Micro and Small Enterprises 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:
- (a) 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.
 - (b) 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.
 - (c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
 - (d) Documentation required to be submitted by MSEs:

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

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

1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.

If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

2. Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **15%**

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

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

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

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

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

- 2.3 At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as "PROFORMA-M" of the policy document of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

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

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

4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed

50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

- 4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

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

OR

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

4. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
5. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017.
6. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.
7. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

8.0 Determination of LC

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

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

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

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

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.

- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

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

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

9.0 Calculation of LC and Reporting

9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

9.2 Formats for the calculation of LC of services may be seen at “PROFORMA-M” of the policy document.

10.0 Certification and Verification

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

10.1.2 At bidding stage :

a) Price Break-up

- (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 2.3.
- (ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no.2.1; such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 2.2.

10.1.3 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.

- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

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

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

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

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

11 Sanctions

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

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

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

11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

11.4.1 In pursuance of the clause No.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at "PROFORMA-N") equivalent to the amount of PBG.

- 8.1** Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match its rates with the of L-1 bidder. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder.

- 8.2** Where MSE is already L-1 in the tender evaluation, contract shall be straightway awarded to MSE without considering any Purchase Preference for PPLC bidder.
- 8.3** In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.
- 9.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.

END OF PART-2

PART – 3

SECTION – I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- a) **“Affiliate”** means any Person which Controls, or is Controlled by, or under common Control with a Party; “Control” in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise;
- b) **“Approval”** as it relates to Company, means written approval;
- c) **"Company"** or **"OIL"** means Oil India Limited;
- d) **“Company’s items”** means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract;
- e) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The Company representatives of OIL and Consultant deployed by OIL for supervision of operations are also included in the Company's personnel;
- f) **"Contract"** means agreement entered into between Company and Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- g) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- h) **"Contractor"** means the individual or firm or Body incorporated performing the work under this Contract;
- i) **“Contractor’s items”** means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in section II under Terms of Reference and Technical Specifications;
- j) **"Contractor's Personnel"** means the personnel to be provided by the Contractor from time to time to provide services as per the contract;
- k) **“Critical Sour well”** mean as documented in industry recommended practice Volume 1 (IRP 1).
- l) **“Day”** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.;
- m) **“Gross Negligence”** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful

consequences such person or entity knew, or shall 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.

n) **Deleted**

- o) **"Willful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- p) **"Party"** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively;
- q) **"Site"** means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;
- r) **"Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- s) **"Co-venturers"** shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated agreements for the purposes of exploration and production in the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

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

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

2.2 **MOBILISATION TIME:** The mobilization of Contractor's items and personnel, as specified in the Contract, shall be completed by the Contractor within the time period as specified in **Clause 17.0 of Section II 'Terms of Reference and Technical Specifications'**. Mobilization shall be complete:

- a. Once Contractor's items and personnel reaches the Company's or Contractor's base near to the Site, Contractor shall issue a notice of inspection (stating its readiness to commence Work as envisaged under the Contract) to the Company; and
- b. Company shall inspect the Contractor's items within 10 (ten) days on receipt of the Contractor's notice of inspection. Should Company representative report any damage/ deficiency during the inspection, the mobilization shall be carried forward only after the remedy/ fulfillment of such damage/ deficiency.

- c. The date on which Contractor's equipment, tools etc. alongwith requisite personnel are properly positioned for commencement of service at the nominated location after obtaining all requisite permits & clearances (duly certified by the Company representative) shall be treated as date of completion of mobilisation.

Note: The Company, at its discretion, may allow mobilization on staggered basis & mobilization charges shall be paid accordingly.

2.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which the mobilization is completed in all respects at 1st call shall be treated as Date of Commencement of the Contract.

2.4 DURATION OF CONTRACT: The Contract shall be initially valid for a period of Six (6) months from the Commencement Date of the Contract with an option to extend the same for a further Contract period of three (3) months at the discretion of Company at the same rates, terms and conditions. The terms and conditions shall continue until the completion/hydrofracturing/testing/ abandonment of the well being tested at the time of the end of initial term of the Contract or any extension thereof. Extension of the Contract beyond 9 months of operations will be agreed only after rates, terms and conditions are mutually agreed upon.

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

- 3.1 Perform the work described in the Scope of Work (Section-II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference, provide all manpower as required to perform the Work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the Work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the Contract.
- 3.6 Take all measures necessary to protect the personnel, Work and facilities; and shall observe all safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out.

4.0 GENERAL OBLIGATIONS OF THE COMPANY: Company shall, in accordance with and subject to the terms and conditions of this contract:

- 4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor shall be entitled to the applicable rate defined in Section-III (Schedule of Rates). These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours then payments shall be made on pro-rata basis.
- 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor shall ensure that their personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at its own expense, shall remove any personnel of the Contractor determined by the Company to be unsuitable, not later than 7 (seven) days without effecting the operation and shall promptly replace such personnel with personnel acceptable to the Company.
- 5.3 The Contractor shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Kakinada/ field site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.
- 5.4 Contractor's key personnel shall be fluent in the English language (both written and spoken).

6.0 WARRANTY AND REMEDY OF DEFECTS:

- 6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.
- 6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/ tools are demobilised from site or base camp(if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum

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

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 TAXES:

- 8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the Contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate income tax shall be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act .
- 8.6 Corporate and personal taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

8.8 GOODS AND SERVICES TAX:

8.8.1 GENERAL REMARKS ON TAXES & DUTIES:

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

- 8.8.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 8.8.3 "**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.

8.8.4 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.

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

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

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

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

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

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

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

8.8.8 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.

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

under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.

- 8.8.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the Contractor/vendor, OIL shall withhold the payment of **GST**.
- 8.8.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 8.8.12 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.
- 8.8.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 8.8.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 8.8.15 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.
- 8.8.16 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.
- 8.8.17 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.

8.8.18 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.

8.8.19 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.

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

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

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

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

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

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

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

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

8.8.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is

entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

8.8.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

8.8.26 **Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars

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

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

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

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

8.8.27 Anti-profiteering clause

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

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

9.0 INSURANCE:

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

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable".

- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.6 Contractor shall require all of their 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.
- 9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

10.0 CHANGES:

- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section-III). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties shall resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

- 11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, Cyclone, sabotage, civil commotion, road barricade (but not due to interference of

employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

- 11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

12.0 TERMINATION:

- 12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Clause 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to proceed diligently to remedy to Company's satisfaction the matter(s) complained of, within a period of 7 (seven) days after such written notice is received by Contractor.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and / or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.
- 12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations

hereunder for a period of 15 (fifteen) successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of the Company except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

- 12.7 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 clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract up to the date of termination including the De-mob cost, if any.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

In the event of termination of Contract pursuant to the Clause 12.3, 12.4, 12.5 & 12.6, no Demobilization Charges shall be payable to Contractor.

- 12.9 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 In the event of termination of Contract, Company will issue Notice of termination of the Contract with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their equipment, personnel & materials.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 Arbitration (Applicable for suppliers/ contractors other than PSU) :

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under :

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

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

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator 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, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

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

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

In the event of any dispute or difference relating to, arising from or connected with the CONTRACT, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Kakinada, Andhra Pradesh. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

Company

Oil India Limited
Door No: 11-4-7(3rd Floor)
Nookalamma Temple Street
Ramaraopeta
Kakinada-533004
Andhra Pradesh
India
Fax No. 0884-2352383

Contractor

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

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

16.0 MISCELLANEOUS PROVISIONS:

16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person shall have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of estimated Contract value (including mobilization cost), per week or part thereof for delay subject to maximum of 7.5% of contract value (including mobilization cost). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract as defined in Clause No. 2.3 of Section - I.

17.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date or, any extended date as agreed by the Company, then the Company reserves the right to cancel the Contract without any compensation whatsoever. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

18.0 PERFORMANCE SECURITY: The Contractor shall furnish to Company a Bank Guarantee/LC for 10% of estimated Contract value valid till 3 (three) months beyond the Contract Expiry date towards Performance Security. The performance security shall be forfeited by Company, if Contractor fails to fulfill its obligations under the Contract or in respect of any amount due from the Contractor to the Company. In the event of any extension of the Contract period, Performance Security shall be extended by the period equivalent to the extended period of the Contract. The Performance Security will be discharged by Company not later than 30 (thirty) days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineers/ Company's hired engineers/ consultants will be associated with the work throughout the operations and shall at all times have complete access to the Site for the purpose of observing inspection or supervising the work performed by Contractor.

20.0 LABOUR: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers shall conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970. However, the Contractor shall not make the Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

21.0 LIABILITY:

21.1 Except as otherwise expressly provided, neither Company nor its co-leases, its servants, agents, nominees, contractors, or sub-contractors or its Affiliates or Co-venturers shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its co-leases, its servants, agents, nominees, assignees, contractors, sub-contractors or its Affiliates or Co-venturers 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 subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

- 21.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its co-leases, its underwrites, servants, agents, nominees, assignees, contractors and sub-contractors or its Affiliates or Co-venturers for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract..
- 21.4 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 co-leases, its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors or its Affiliates or Co-venturers 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.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 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.
- 21.8 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.

22.0 Deleted

23.0 (A) INDEMNITY AGREEMENT:

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

23.0 (B) 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.

24.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:

- 24.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party supplier(s) of the items/ consumables shall be made after receipt of goods at well site duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.
- 24.2 Manner of Payment: All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 24.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.
- 24.4 Invoices: Mobilization charges will be invoiced only upon completion of mobilization (after commencing operation at the first well), submission/production of appropriate inventory documents and physical verification by Company representatives. Payment of mobilization charges shall be made within 30 days following the date of receipt of undisputed invoices by Company.
- 24.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

- 24.6 Billings for daily charges will reflect details of time spent (calculated to the nearest quarter hours) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after spud-in of the first well.
- 24.7 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 24.8 Contractor will submit 3(three) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 24.9 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 24.10 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 24.3 above.
- 24.11 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.
- 24.12 Payment of demobilization charges shall be made when applicable within 45 days following 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.

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

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

25.0 WITH-HOLDING:

25.1 Company may withhold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of: -

- a) For non-completion of jobs assigned as per Section - II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another contractor of Company
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract.

If, during the progress of the Work, Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

26.0 APPLICABLE LAW:

- 26.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the **Laws of India** for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Kakinada/ New Delhi.
- 26.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:
- a) The Mines Act 1952 - as applicable to safety and employment conditions.
 - b) The Minimum Wages Act, 1948.
 - c) The Oil Mines Regulations, 1984 or latest version.
 - d) The Workmen's Compensation Act, 1923.
 - e) The Payment of Wages Act, 1963.
 - f) The Payment of Bonus Act, 1965.
 - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
 - h) The Employees' Pension Scheme, 1995.
 - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
 - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - k) GST Act
 - l) Customs & Excise Act & Rules
 - m) OISD guidelines & procedures
 - n) DGMS Guidelines/Notifications.
 - o) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010
 - p) The Environmental Protection Act, 1986
 - q) The water (Prevention and control of pollution) act, 1974,
 - r) The Air (prevention and control of pollution) Act, 1981
 - s) All notifications released by MoEF time to time)
 - t) Hazardous waste management and handling Rules

27.0 ENTIRE CONTRACT: This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause 27.0 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

28.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said Work. The Contractor shall keep an authentic, accurate history and logs including safety records of each well with major items consumed and received on rig, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized

employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said well 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 well, or give out to any third person information in connection therewith.

29.0 INSPECTION OF MATERIALS:

29.1 INSPECTION BY CONTRACTOR: The Contractor agrees to perform a visual inspection, using its personnel, of all materials and appliances furnished by the Company when delivered into Contractor's possession and shall notify Company's representative of any apparent defects observed therein so that Company may replace such defective materials or appliances. If Contractor fails to notify the Company of any apparent defects as provided above, it shall be conclusively presumed that such materials and appliances are free from such apparent defect. Contractor shall not be liable for any loss or damage resulting from the use of materials or appliances furnished by the Company containing latent defects. Upon the termination of this Agreement, Contractor shall return to the Company at the Well- site all machinery, equipment, tools, spare parts and supplies received by Contractor from the Company or purchased by the Contractor for the Company's account and not used or consumed in the operations, in as good condition as when received by Contractor, normal wear & tear excepted. If damage to any the Company's equipment is caused due to sole negligence of the Contractor, same will be repaired or replaced at Contractor's cost. Contractor shall, if requested by the Company also maintain or repair, at its cost, any of the Company's items, at the Drilling Rig Unit which Contractor is qualified to and can maintain or repair with Contractor's normal complement of personnel and the equipment at the Drilling Rig Unit provided however that the Company shall at its cost provide all spare parts and materials required to maintain or repair the Company's items. However, it shall remain the Company's basic responsibility and liability to ensure that such items are always in good workable condition.

29.2 INSPECTION BY OPERATOR: The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor, shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the Company.

30.0 LIMITATION OF LIABILITY:

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

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

- (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

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

32.0 ROYALTY AND PATENTS: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

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

34.0 CUSTOMS DUTY:

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

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

34.2 Contractor should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for concessional customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.

- 34.3 All imports and import clearances under the Contract shall be done by the Contractor and OIL shall not provide any assistance in this regard.
- 34.4 However, in the event customs duty becomes leviable during the course of Contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kakinada. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.
- 34.4.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- 34.4.2 Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 33 of above notification against concessional rate of 5% Customs Duty. OIL is not liable in whatsoever manner, for the rejection of their claims for concessional rate of 5% Customs Duty by any of the authorities including the DGH.
- 34.4.3 The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.
- 34.4.4 Similarly, such specified goods required for petroleum operations if procured from domestic sources would attract 5% concessional GST (IGST or CGST & SGST/UTGST) as per notification no. 3/2017 dtd. 28.06.2017 against issuance of EC by DGH for which OIL shall issue the recommendatory letter.
- Note: The recommendatory letter will be given only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be reexported by the bidder. The recommendatory letter will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.

- 34.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.
- 34.6 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the entire package i.e. Tools/Equipment/Spare/Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the package, its accessories/equipment, including the manpower and re-export of the complete package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor's final settlement of bills and Performance Security.
- 34.6.1 In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty.
- 34.6.2 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
- 34.6.3 In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including permission from DGH and Customs authorities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party.

Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

35.0 'HSE' GUIDELINES:

- 35.1 The contractor shall strictly comply with the applicable and prevailing provisions of the Mines Act 1952, OISD Guidelines, and 10th Conference Recommendations of Safety in Mines. A copy of provisions of 10th Conference Recommendations in the form of 'General HSE Points' is available in the office which may be issued to successful bidders at the time of need.
- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 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.
- 35.6 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 35.7 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.

- 35.8 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 35.9 The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
- 35.10 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 35.11 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.
- 35.12 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.
- 35.13 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 35.14 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 35.15 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.
- 35.16 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.
- 35.17 The health checkup of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 35.18 To arrange daily tool box meeting and regular site safety meetings including pit level meeting and maintain records.
- 35.19 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

- 35.20 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.
- 35.21 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.
- 35.22 Contractor's arrangements for health and safety arrangement shall be consistent with those for the mine owner.
- 35.23 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.
- 35.24 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.
- 35.25 The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 35.26 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 35.27 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.

36.0 (A) DAMAGE OR LOSS OF SURFACE EQUIPMENT:

The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the surface equipment and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/ or his servants, agents, nominees, assignees, contractors and subcontractors, and the Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

If the Contractor's items are declared to be total loss and/ or construed to be total loss, as determined by the applicable insurance coverage, this Contract shall terminate for the occurrence of the event causing such loss and each party shall there upon be released of all further obligations here under in respect of this Contract, except for its payment of monies then due or liabilities to be charged in respect of the Work already done under this Contract.

36.0 (B) LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:

OIL shall reimburse Contractor for loss of or damage to Contractor's downhole equipment/ tool, as under, provided that such loss or damage is not occasioned

by normal wear and tear/ malfunctioning of Contractor's tool/ negligence on the part of the Contractor:

a. In the case of Contractor's downhole equipment/ tool being damaged, OIL will reimburse Contractor such repair cost, provided however, that OIL shall not be required to reimburse Contractor any amount greater than that which would have been due had such equipment/ tool lost and, therefore, calculated under sub-section (ii) herein below.

b. The Company shall at its option either reimburse the Contractor for the value of lost equipment/ tools as declared in the import invoices at the time of mobilization (or subsequent replacement/ addition) of the same equipment/ tools or CIF value as reflected in Proforma-A hereto whichever is lower (Plus customs duty paid by the Contractor for the equipment tool lost/ damaged, provided that the said custom duty was not borne by the Company and the Contractor produces the documentary evidence towards payment of customs duty) for any such loss or damage of sub-surface equipment; less depreciation @ 3% per month from the date of start of this Contract with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith.

All such costs shall be payable by the Company only after the Contractor has produced documentary evidence that the particular equipment/ tools in question was not covered by Contractor's insurance policies. For such claims the Contractor should notify the Company within one month. The inspection of recovered equipment from downhole needs to be made by the Company representative before submission of the invoice by the Contractor.

37.0 POLLUTION AND CONTAMINATION:

- 37.1 The Contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or rubbish in any form 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. However, in the event of such dumping or spillage or discharge by Contractor, Contractor shall immediately assume all responsibility at their cost for the removal of items, substances or rubbish so dumped or discharged and for any resulting pollution or contamination in any form, at the well Site and the surrounding area.
- 37.2 Pursuant to Clause 37.1 above, the Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/ operations unless such pollution or contamination is caused by Contractor's Gross Negligence.
- 37.3 Notwithstanding anything to the contrary contained herein, it is agreed that 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 Attorneys 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.

37.4 In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

38.0 LOSS OF HOLE OR BLOWOUT OR CRATER: The Company shall be responsible for and shall defend and indemnify and hold harmless Contractor and its subcontractor against all loss of or damage to the hole, the well or casing therein, or for the cost of regaining control of a wild well, and re-drilling, and in the event of well blows out, for loss, damage, personal injury or death arising on the surface as a result of such subsurface occurrence, including damage to any drilling rig, platform or the structure at or around the well-site, and for removal of debris, pollution or contamination including costs of cleaning up and disposal regardless of cause

39.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of the Company to execute any right of termination shall not act as a waiver or amendment of any right of the Company provided herein.

40.0 **INTEGRITY PACT:** The Integrity Pact duly signed by authorized representatives of OIL and Contractor forms part of the Contract.

END OF SECTION - I

SECTION – II

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

A. PREAMBLE:

1.0 DRILLING PROGRAM:

The program involves drilling, hydrofracturing and testing of one (1) deviated well with horizontal displacement of 600m-1800m. The maximum TVD is approx. 3600 m. The wells will be drilled as “S”/”J” profile.

2.0 BLOCK AREA

The Work is to be performed Eastern India herein after referred to as the Contract Area in accordance with the drilling program.

The Block KG-ONN-2004/1 of 549 SqKm area has been awarded by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India, under its New Exploration Licensing Policy (NELP) round VI, to the consortium of Oil India Limited (OIL), A Govt. of India Enterprise (with 90% stake as the Operator) & GeoGlobal Resources (GGR: Barbados) with 10% stake as the partner for the Block, for carrying out extensive & expeditious exploration for Petroleum & Natural Gas in the region. This 549 SqKm comprises of 511 Sq Km on land area in the district of East Godavari, Andhra Pradesh (AP) and that of 38 Sq.Kms. in the district of Yanam, Puducherry (UT).

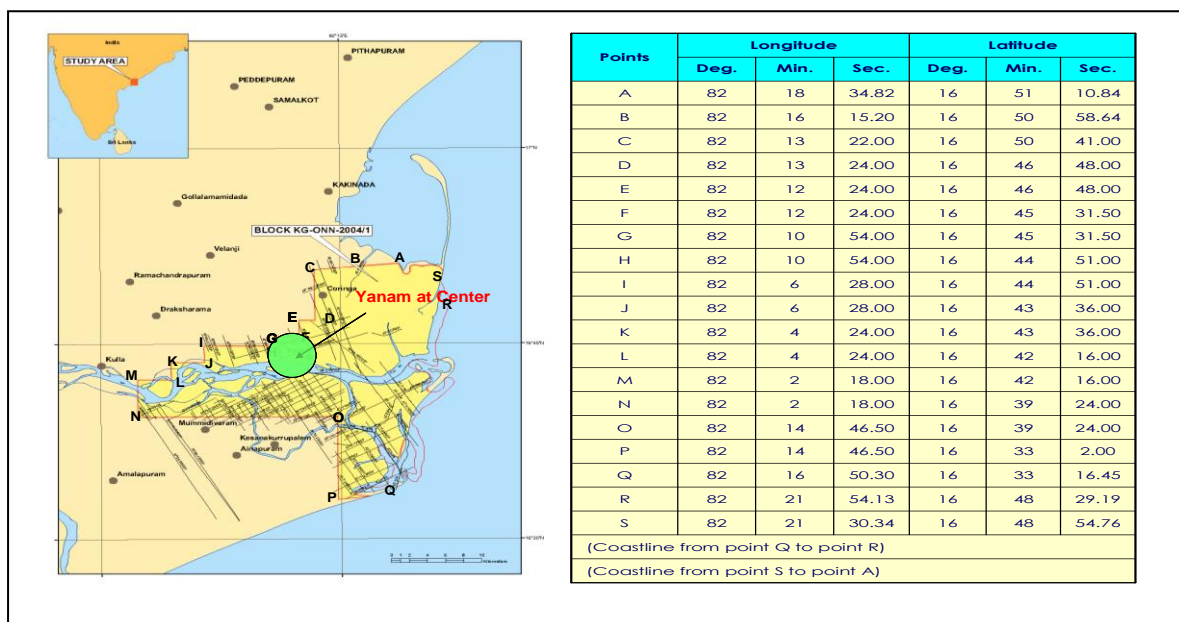


Figure-1a: The location of the Block KG-ONN-2004/1 in KG basin

3.0 COMMUNICATION TO THE BLOCK:

The communication to the Block KG-ONN-2004/1 is available through air, water, rail & road as given below:

1. Nearest Airport :

Vizag : 180 Km
Rajahmundry : 70 Km

2. Nearest Sea Port

Kakinada : 15 Km

3. Nearest Railway Junction

Samalkot : 20 Km

Kakinada : 05 Km

4. National Highway:

: NH-5

4.0 Proposed Casing Program (subject to change):

Casing			Hole Size (inches)	Shoe Depth(meters) Tentative	
Size (Inch)	Grade	Wt (ppf)		Well-1 (Deviated-S/J)	Well-2(Optional) (Deviated-S/J)
20	J-55	94	26	200	200
13 3/8	N-80	68	17 ½	1300	1300
9 5/8	N-80	47	12 1/4	2450	2500
7	L-80	29	8 1/2	3650	3650

5.0 Mud System:

Mud design is proposed to be water based as per below table:

Hole size (Inch)	Estimate mud density section TD (PPG)	Tentative Mud System
26	ALAP	Water based Spud Mud
17 ½	8.5 – 9.5	Lightly treated WBM
12 1/4	9 – 10	CH3COOK– KOH – PHPA WBM
8 1/2	9.5 – 11	CH3COOK– KOH – Polymer WBM

6.0 Brief on Geology:

The Krishna-Godavari basin is a pericratonic basin with areal extent of approximately 45,000 km² (both onshore & offshore), located in the central part of the eastern passive continental margin of India. However, the basin extends into deeper water and covers a much larger area. Krishna and Godavari are the two major river systems, which drain the area and discharge in the Bay of Bengal and covers the deltaic and inter-deltaic areas of Krishna and Godavari rivers and extends into the offshore. This stretch of

sedimentary tract contains a vast range of geologic settings, such as costal basin, delta, shelf-slope apron, deep-sea channel, and deep water fan complex.

Exploratory drilling of more than 350 wells in more than 160 structures has resulted in the discovery of 42 oil and gas bearing structures. Good source rocks are known from sequences ranging in age from Permian-Carboniferous to early Miocene. Because the reservoir sand bodies have limited lateral variation, understanding the stratigraphy and depositional sub environments in different sequences is essential to decipher the favourable locales for reservoir sands. Tilted fault blocks, growth faults, and related rollover anticlines provide the structural traps. Commercial accumulation of hydrocarbons occurs in sediments from the Permian to as young as the Pliocene. Estimated resources in the basin are around 2000 million tons of oil and oil-equivalent gas. The reservoirs are in sediments of all ages, Permian to Pliocene.

Generalized Stratigraphy/Lithology:

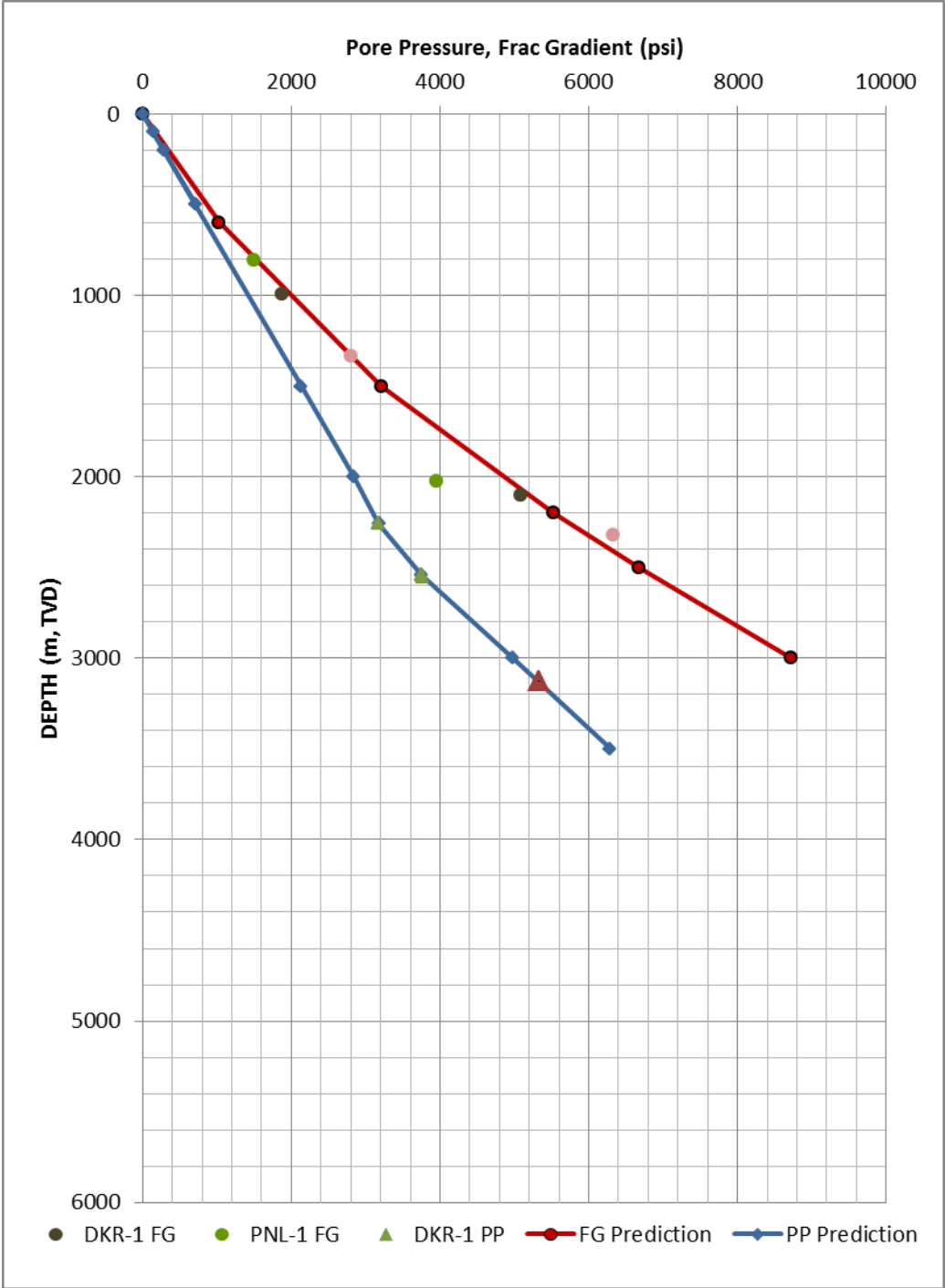
Block lies in the Gouthami- Godavari Delta and falling between Chintalapudi and Pithapuram cross trends. Tectonically majority of the area is within the NE-SW trending basin margin fault area. Expected stratigraphy for the block is shown in the table below:

Lithology Prognosis:

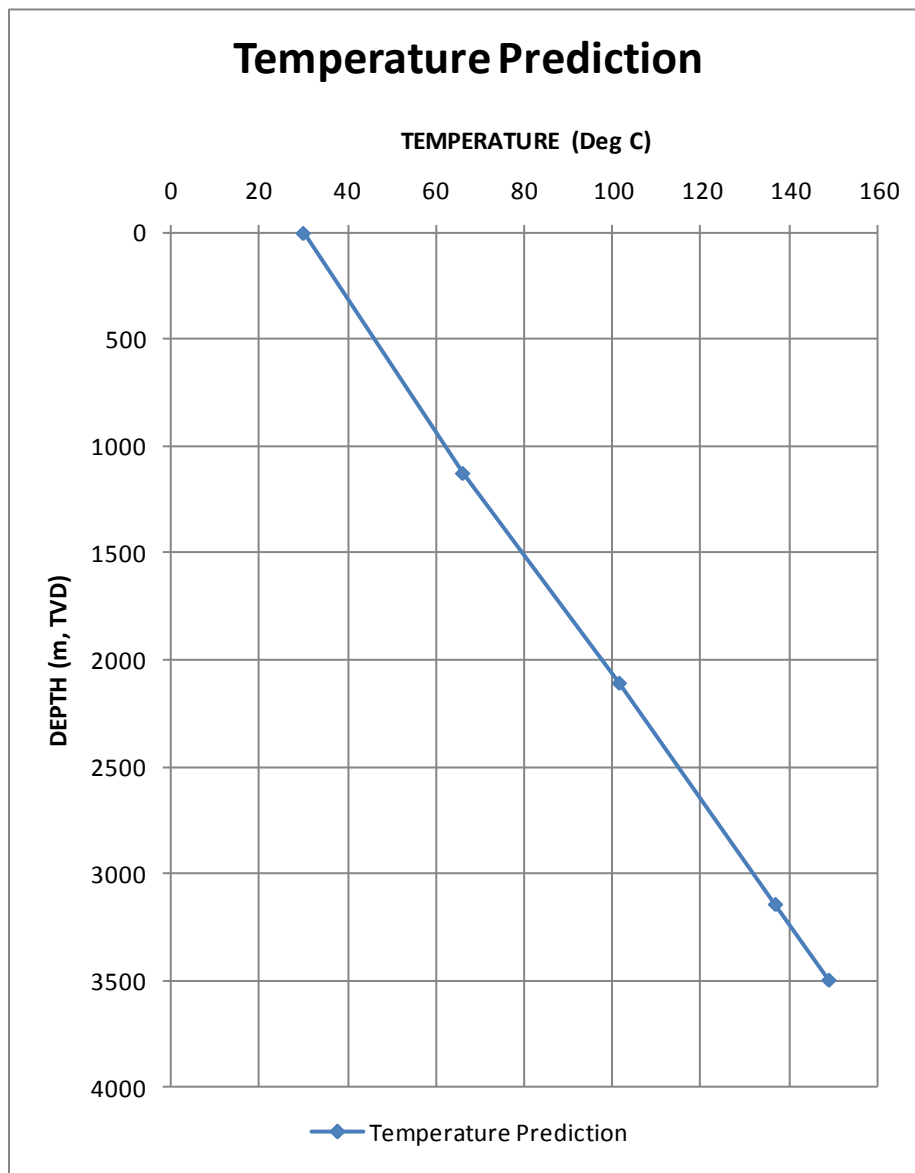
Well-1 & 2 :

Formation top m TVD (m MD)	Age	Formation	Lithological Description
Surface	Miocene to Recent	Rajahmundry sandstone + Narsapur clay stone & Younger rocks	Mainly sand and clay
525	Oligocene-Miocene	Matsyapuri sandstone	Sandstone with shale/clay interbeds
780	Mid. Eocene	Bhimanapalli limestone	Mainly limestone
880	Lr. Eocene to Lt. Paleocene	Pasarlupudi formation	Sandstone with claystone
		Pallakollu shale	Mostly shale
1165	Paleocene	Razole formation	Basaltic flow with intertrappean
1380 (1390m)	Upper Cretaceous	Tirupati sand Stone	Sand Stone at top with shale at bottom
2620 (2770m)	Lower Cretaceous	Raghavapuram	Mainly shale with thin sand stone
2710 (2860m)	Permo-Triassic	Kommugudem Formation	Coal-Shale-Sandstone
3300 (3450m)	Permian (?)	Draksharama Fm (?)	Basal sand-shale
TD: 3500mTVD (3650mMD)			

7.0 Anticipated Pressure Profile



8.0 Anticipated Temperature Profile



9.0 Anticipated Well Hazards:

Loss circulation is common in Bhimanapalli limestone formation, partial to sometime total loss is reported in nearby wells.

12-13% of CO₂ has been reported during testing of Kommugudem formation in nearby wells. H₂S is not expected in the wells. Anticipated maximum temperature at 3500 TVD is 150 deg. C

B. BROAD SCOPE OF WORK:

OIL intends to hire expert services from competent and experienced contractors for Directional Drilling / MWD/ LWD Services with equipment, materials and personnel for drilling 02 (Two) deviated Exploratory/Appraisal Wells (1 firm + 1 Optional) in KG Basin, Andhra Pradesh. Details of the wells are described in preceding paragraphs. The

contractor shall provide their services as detailed below. The wells are planned to be drilled as S bend /J bend wells.

1.0 HIRING OF EQUIPMENT & SERVICES:

Bidder shall quote for full Scope of Work, as listed in "Terms of Reference and Technical Specification" of the tender document.

The required services along with the Tools & Equipment as an integrated package are described in under noted paragraphs. :

2.0 Requirement of Services:

- Directional Drilling Services
SDMM (Steerable downhole mud motor) Equipment with Stabilizer, Jar & Services
- MWD(Measurement while drilling) /LWD (Logging while drilling)-
Continuous measurement and transmission of data providing the following:
 - o Inclination
 - o Azimuth
 - o Gamma Ray
- Drilling Jar & Service

Note: Bidders should specify the connection size and type for all Mud Motors & MWD/LWD tools and shall provide the all required crossovers to connect the Contractor's tools to Rig provider's drill string.

The successful bidder must provide all essential accessories such as, non-magnetic collars and stabilizers, sub-connections and necessary crossovers. All cross over supplied by the bidder shall be of equivalent drift of the rig tubular. All cross overs shall have DS1 Level 3 inspection reports before mobilization.

3.0 EXCLUSIVE RIGHTS:

OIL will retain the exclusive rights to use all tools and equipment that are to be located on the rigs. The CONTRACTOR shall nominate specific tools, equipment, and personnel that are dedicated to the OIL contract. The nominated tools and personnel shall be designated for OIL's exclusive use through the term of the contract. OIL reserves the right to move or relocate; at its own cost, surface systems, tools, equipment and personnel from one rig to the other OIL's operations in India. OIL may elect not to utilise certain tools and equipment during the term hereof. In such case, OIL will issue demob notice to Contractor for removing the tool or equipment from the list of nominated tools, etc.

4.0 GENERAL:

The Scope of Work is defined and described by, but not necessarily limited to any or all of the following:

- The service provider shall be expected to provide directional drilling planning / BHA selection / torque and drag analysis / Anti Collision Analysis as required by OIL in order to formulate an efficient, safe and cost effective drilling program.
- The Directional Drilling (DD) services required shall include the provision of mud motors, associated stabilizers, Non-magnetic elements, etc. The hole section is 8 ½”.
- MWD/LWD survey tools are required and shall be proven ‘fit for purpose’ in respect of the well conditions provided above.
- Further to the provision of the equipment, a suitable cabin to house the equipment and the qualified personnel required to complete these services is to be supplied by the Contractor as part of this bid.
- The successful bidder will have sufficient tools to undertake the job. A complete set of Directional Drilling Equipment and Services must be available on rig or at the contractor’s base at Kakinada to cater the needs of drilling programme.
- Services of DD, MWD & LWD shall be made available for all the sections as required to obtain real time data online using contractors own VSAT/RF link transmission facility and minimize wire line logging.
- To provide detailed Directional Drilling proposals, progress, execution plans, recommendations and recaps at the end of each Well (Recaps should include detailed ‘lesson-learned’ Summary).
- To provide local shore base repair/re-build facilities/suitable stocking system of refurbished tools.
- The Contractor is expected to provide experienced, qualified personnel round the clock to conduct the Directional Drilling services, and MWD operations.
- The Bidder to confirm to provide State-of-the-art Measurement While Drilling unit / LWD Unit & services meeting the following requirements:
 - (i) The unit should be an Integrated Computer system providing Drilling Evaluation and Logging system. The unit should have complete redundancy in acquisition system and tool modules.
 - (ii) The unit should be able to collect surface signals and process them real time. The unit should have provision to provide real time and post processed output products as black & white Hard copies. Colour copies to be provided from the Contractor’s office for the final reports.
 - (iii) The unit should be able to provide Rig Floor colour Terminal and one Personal Colour terminal in Tool Pusher / Company man’s Cabin on rig.

4.1 The bidder is required to comply with following specified requirement:

- i) To provide complete list of all equipment with make and type.

- ii) To provide detailed specification of equipment/sensors along with catalogue and also all the features available in their MWD/LWD. The Contractor should also indicate the limitations of their tools/sensors such as temperature, pressure and discharge limitations with ability to pump LCM materials in Mud Loss conditions through the tool; the equipment & sensor must perform accordingly.
- iii) The Contractor shall keep provision of specialty fishing tools including spares required for Contractor's equipment/ tools.
- iv) Any other specialized tools, required for smooth execution of the Contract shall be responsibility of the Contractor.
- v) Any bidder not quoting for all the services as per the Scope of work (including Optional services) will be considered non responsive.

5.0 DESIGN & ENGINEERING:

- 5.1 The contractor should propose the tentative directional drilling trajectory based on the surface location and sub-surface objectives ahead of the spud and should be able to make real time changes as per the Drillings requirement of the company.
- 5.2 The type of mud system to be used has been given above.
- 5.3 The company's tentative casing design is depicted in the Casing Program provided above.
- 5.4 Contractor will be required to submit the following, prior to starting the directional drilling, if necessary:

A complete directional plan and proposal, based on requirements from OIL. This proposal should include as a minimum:

- BHA selection and predictions
- Directional plan.
- Torque and drag analysis
- Anti-Collision Analysis
- Recommended drilling parameters
- Detailed specifications for all equipment proposed, including any operational limitations that may be imposed by the possible nature of the proposed wells

6.0 PERSONNEL AND THEIR ROLES:

6.1 Directional Drillers (2 nos)

- A) Qualified skilled and experienced Directional Drillers to be based on the rig, should have minimum 3 (three) years of experience in providing DD services.
- B) Directional Drillers must be fluent in written and spoken English.

C) The Directional Drillers shall be responsible including but not limited to the following:

- Prepare directional drilling plan and program;
- Run, maintain and manage the Directional Drilling tools;
- Prepare daily directional path actual vs. plan plots with proper TVD & MD.
- Submit daily directional drilling report to the Company Representative on the rig.
- Maintain adequate stock and inventory of tools and spares on the Drilling Unit to perform the drilling program;
- Ensure adequate spares for all the equipment and tools are available on the Drilling Unit to carry out any repairs without downtime;

6.2 MWD/LWD Engineers (2 nos.)

A) Qualified skilled and experienced MWD/LWD Engineer to be based on the rig should have minimum 3 (three) years of experience in providing MWD/LWD services.

B) MWD/LWD Engineer must be fluent in written and spoken English.

C) The MWD/LWD Engineer shall be responsible including but not limited to the following:

- Prepare trajectory measurement plan and program;
- Run, maintain and manage the MWD/LWD tools and unit;
- Prepare daily reports of major real time observations and definition of markers
- Ensure adequate spares for all the equipment and tools are available on the Drilling Unit to carry out any repairs without downtime

6.3 Contractor shall provide the following as per OIL's requirement:

POSITION	LOCATION
Directional Driller (2 nos.)	On Rig – 24 Hrs
MWD /LWD Engineer (2nos)	On Rig – 24 Hrs

Note:

- i) Contractor shall, prior to mobilization, furnish to OIL, a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Contractor has to provide details as per Annexure-II. Contractor shall submit CVs of the personnel to OIL for approval prior to the commencement of the Operations. This format shall be used for each crew and shall be submitted by Contractor fifteen (15) days prior to mobilization.

- ii) If the Contractor plans to change any personnel from the list, the Contractor shall notify OIL in advance of the intended change and give OIL the above mentioned particulars of the new person for approval.
- iii) OIL reserves the right to reject any person on such list, and any subsequent changes to the list.

7.0 DIRECTIONAL DRILLING, MWD & LWD EQUIPMENT:

7.1 General

Contractor shall provide all equipment necessary to carry out the jobs specified in the Scope of Work above and described elsewhere herein. The company has included a list of equipment in this section. The bid shall be evaluated on specific response to these but the contractor may suggest priced additional /alternate options.

- Bidders should specify the connection size and type for all Mud Motors, & MWD/LWD tools etc. and should provide all required crossovers.
- Upon request by Company, Contractor shall provide proof of maintenance and service history of all items and equipment supplied. All tools and equipment lowered down hole should be properly tested and should be capable of running down hole for its full duration.
- The Contractor's equipment should be free from all defects (physical & Latent) and would be accompanied by inspection reports confirming that the tool confirms to either the "New" or "Used" inspection requirements. The contractor should have an inspection & maintenance program for all the equipment that includes magnetic, visual, dye penetrant and ultra-sonic or eddy current inspection methods to ensure and prevent rig site failures. **Test Certificates should be provided during mobilization of the equipment.**
- Contractor should have its own repair/service facility of MWD, SDMM, and jars at a suitable location in Kakinada, Andhra Pradesh or any other suitable location in India so that works requirements is met on continuous basis without any hindrance.
- Contractor shall maintain all equipment in operating condition and shall supply all relevant certification requested by the Company. Any premature tripping to change faulty parts shall be viewed seriously besides deduction of the rentals and operating costs. Repeated failures and if the incident/accident reporting system do not substantiate it then the Company reserves the right to deduct such incidental spread cost also from the invoice of the contractor.

- The Contractor shall maintain adequate stock of spares to proactively operate the equipment through the committed work program. Contractor should provide information of spares and critical parts (standby) to the Company representative from time to time.
- Contractor must provide all essential accessories like Stabilizers, blade gauge, sub connections and necessary Cross-Overs. The required scope of work will be for directional wells.

7.2 Surface Equipment

Surface unit should have required class safety requirements. It should have computers / printers and accessories to record and print real time data. The power supply by rig will be 415 V, 50/60Hz, 3 phase AC / 230V AC Phase with neutral. Contractor to provide transducers and connections etc. if necessary. Contractor should provide one MWD surface unit with following features:

- Record data of hole angle, azimuth and tool face and transmit it to surface through rig floor display. System should have features for dynamic tool face recording when drilling with motors.
- Record and print Real time API Gamma with Measured depth.
- Record and print Real time API Gamma with TVD.
- Provide rate of penetration with depth counter facility.

7.3 Downhole Equipment for Directional Drilling Services Contractor to provide complete sets (1 complete set comprises of 1 main and one back of every item) of MWD/LWD tools having directional + API Gama measuring capability along with NMDC, Jars, SDMM, Stabilizers etc. for directional drilling in 8.1/2" hole.

Contractor should have necessary standby tools at base for the set to meet situations like tool failure/ loss of equipment down hole etc. for uninterrupted operation.

I. STEERABLE MUD MOTOR with Stabilizers and Accessories(1 set each):

Contractor to provide stabilized positive displacement Steerable down hole mud motors with rotor catcher and other equipment along with services as detailed below on rental basis for drilling 8.1/2" hole with premium motor compatible TCR/PDC bits. The set would be used for drilling directional /side track wells.

- 6.1/2" - 6.3/4" OD high torque low to medium speed stabilized positive displacement steerable multi-lobe mud motor for high angle to horizontal drilling in 8.1/2" hole with 8 3/8" screw-on / built-in bearing housing stabilizer and adjustable kick off sub with 4.1/2" API Regular Box down (bit box) and 4.1/2" APIIF Box Up assembly complete with lifting sub and having following specifications. Flow rate 300-600 GPM, RPM 90-175, operating differential pressure 600-900 psi, operating torque 5500-6500 NM. Power output 145-250 HP. Contractor has to confirm that their motors will be able to provide 6° / 30 m build up rate and will be able to rotate where BUR of 6° / 30 m is obtained. Maximum temperature & Pressure: 150 Deg C (BHST) & 10000psi (BHP). LCM pumping capability of 40 ppb or more of medium to fine nut plug.

- (b) Contractor shall provide suitable stabilizers for the drill string if required for drilling directional wells with SDMM during the period of the contract. Tentative number of stabilizers for each hole size is furnished below. However, exact number and gauge of the stabilizer is to be determined by the contractor based on their BHA design & operational requirement.

String Stabilizers	
Stabilizer Size	Qty
8 ½"	2
Near Bit Stabilizers	
8 ½"	1

- (c) SDMM are provided with float sub with ported floats for preventing wet pull out and transmission of drill pipe pressure to surface whenever the BOP / well is closed due to any reason.

II. MWD (Directional plus Gamma Ray): 1 set each

Bidder to provide 1 (one) complete set of Collar based Measurement While Drilling (MWD) tools along with surface unit equipped with computers & other necessary facilities for 8.1/2" hole section.

MWD system could also be used for setting a single trip whipstock of any size in case of side track through casings. Hence, if required, MWD tools may be used to set the whipstock and mill the window in single trip.

Bidder will keep standby tools at base to meet situations like tool failure / loss of equipment down-hole etc. for uninterrupted operation.

Measurement While Drilling Electronic package should consist of Directional and Gamma ray measurement and should use positive or continuous wave telemetry method. The system to be complete of pulser, electronic sensors, battery unit/turbines etc. for transmitting and recording downhole data in real time with tool face update every 45 seconds or less.

NOTE:

In case of failure to provide in online Mode, Data is to be recorded in memory mode.

The MWD and LWD system should meet the following services requirements for 8 ½" hole sections:

- a. Inclination, Azimuth & API Gamma

Bidder to provide collar based MWD tool ie. for different collar size, outside diameter of sensors are different except directional sensor. Directional sensor may be collar/probe based.

A. TOOL SPECIFICATIONS:**I. 8.1/2" HOLE SECTION:****Shall have capability to be run in**

- i. Stand alone , Memory mode
- ii. Real time mode
- iii. Tools should be rated to maximum static temperature of 150°C and pressure of 10,000 psi.
- iv. Except where specifically stated, 1 set of tools are to be provided. 1 Set consists of 2 tools (1 primary + 1 backup).
- v. The MWD unit should have the capability to link with the rig VSAT for real time data transmission.

II. Azimuth and Inclination Tool, with API Gamma

- i. Tool Diameter : 6.1/4" - 6.3/4"
- ii. Min Tool Curvature : 3 - 7 °/ 100 ft or more
- iii. Max. circulating temperature : 150° C
- iv. Flow range : 300 – 800 gpm or more
- v. Measurement Accuracy : TF+/- 1.5 °, AZ +/- 1.5 °, INC +/- 0.2 °
- vi. Tool Face Switch(GTF/MTF) : Programmable at surface
- vii. Data Transmission rate : 1 bps or higher
- viii. Gamma Ray : 0 – 250 API

III. Non-Magnetic Drill Collars

- (i) 6 ½" OD/ 6.3/4" OD, 30 ft, 4 1/2" API IF Box x Pin connection
- (ii) 6 ½" OD / 6.3/4" OD, 10ft, 4.1/2" API IF Box x Pin connection

Contractor to provide NMDC of above sizes as per their BHA design/ requirement.

IV. Float Subs (In addition to Motor bored for floats) with ported float valves -
for all above hole sizes.

8.0 Drilling Jars: 1 set each

Contractor shall provide Double acting hydro mechanical/ hydraulic drilling jars as mentioned below:

6.1/2"/6.3/4" OD Double Acting Hydro Mechanical/ Hydraulic Drilling Jar about 30' long with minimum ID 2 ½", tool joint 4.1/2" API IF box x pin connection for both upward & downward jarring action with Torsional Yield 56,000 ft-lbs, jar up stroke 150,000 pounds and down stroke 63,000 pounds. Free stroke length min (up+down) 12". Tensile load: 828,000 lbs.

9.0 WHIPSTOCK SERVICES (ADDITIONAL OPTIONAL) – Deleted.

10.0 LOGISTICS:

- 10.1 Contractor is required to mobilize all its equipment and tools to the well site or Contractor's Base in Kakinada, A.P, India.
- 10.2 The Contractor will be required to maintain adequate stock of tools and equipment. It should be borne in mind that the Work has to be carried out batch drilling basis and all imported or long lead items of a critical nature shall be stocked in sufficient volumes to cater to 2 wells uninterrupted drilling program.
- 10.3 The Contractor's Lead MWD Engineer and Directional Drilling Specialist on the Drilling unit shall ensure adequate stocks are maintained. The stock levels shall be reported and duly approved by the Company from time to time.
- 10.4 Contractor's proposal for mobilization of tools and equipment from origin to the Company's supply base may be included as **Attachment**.
- 10.5 Products are to be packaged reasonably, to protect them from damage in transit. They should all be labelled clearly on all four sides. Company will not pay the contractor for any damaged tools delivered at the site.
- 10.6 All lifting and load bearing equipment of the Contractor shall be certified prior to use and all relevant certification shall be available for inspection.
- 10.7 OIL may elect not to utilise certain tools and equipment during the term hereof. In such case, OIL will ask the Contractor to remove the tool or equipment from the site and Contract.
- 10.8 *Mobilization Notice*: OIL shall issue a mobilisation notice to Contractor prior to Commencement Date as per the agreed mobilisation plan, listing out the equipment to be mobilised by the Contractor for the performance of the Work.

11.0 EXTERNAL TECHNICAL SUPPORT:

- 11.1 The following technical support should be supplied as and when required:

This will include but not be limited to:

- Testing and analysis should be in line with the specifications and work program.
 - Recommend improvements in Directional Drilling process based on information gained on this job or from other companies. This may include suggestions for the use of additional or alternative products (where approved).
 - The Contractor shall discuss and provide recommendations and support to resolve directional /operational problems that may occur.
- 11.2 Details of Contractor's supply base facilities in the Far East, Middle East and in India should be attached as it may pertain to this operation.

- 11.3 Contractor shall make available to Company in as much as it is not constrained by agreements of confidentiality, details of any on-going research and development activities that it is undertaking and which may be relevant to the companies operation.

12.0 Deleted

13.0 Deleted

14.0 ENVIRONMENT CORRECTION CHARTS:

Latest Environment Correction Charts for the different types of logs used in log analysis must be provided by Contractor. Also the Contractor will make available the Environmental Correction Charts in Hard-copy format only. The Environmental Correction Software is also to be available in Contractor's Data Services Centers.

LWD Unit must have the capability to transmit data from the Rigs over satellite/telephone lines to the OIL's base.

LWD Unit must have capabilities of processing log data at site for quick look analysis. Two copies of Log data must be provided on DLIS/ PDF and LAS format for each operation.

Number of hard copies/films to be provided after each operation: 6 Prints and 1 Set of Films in 1:500 & 1:200 scale.

15.0 REPORTING OF HAZARDS:

While carrying out operations at the OIL's well, the Contractor shall report as soon as possible any evidence, such as, mud loss, over-flow, gasification, caving, heaving shale, and or any other complication in the well which may indicate or is likely to an abnormal or dangerous situations and to immediately take first emergency control steps conforming to good industry practice and safety regulations.

16.0 DATA

16.1 DATA PROCESSING:

The Contractor will maintain a center for Data Processing and Interpretation in India or have the basic support of a Data Processing and Interpretation center at no cost to the OIL during the contract period. These centers must have facilities / capabilities of log data processing for tools under this contract. Such data processing facilities shall be available to the OIL to process well logging data acquired as per requirement. DP & I center should be located in India. The turnaround time shall be four working days from the time of arrival of data in base.

16.2 DATA PROCESSING SUPPORT:

At any time when the OIL and the Contractor consider it necessary or beneficial, then the Contractor shall receive at its data processing center(s), owned or controlled by it, the OIL's specialists, to supervise and approve parameters adopted for processing of data recorded by the Contractor. For this purpose the Contractor shall provide facilities, such as adequate workspace, secretarial assistance, telex, telephone, to such specialists during the course of their work at such processing center(s).

16.3 REAL TIME DATA:

Contractor has to make arrangements for providing real time data, to be transmitted through their own VSAT/RF link etc, to OIL offices at rig site and Kakinada base.

17.0 MOBILIZATION OF TOOLS/ EQUIPMENT/ CONSUMABLES/SPARES:

Contractor shall mobilize equipment & tools as per OIL's mobilization advice to meet contractual obligation for carrying out **assigned jobs**.

17.1 **Tool & Equipment (duly inspected & accepted):** Within 45 (forty five) days from the date of Mobilization notice issued by the Company.

17.2 **Personnel:** The personnel required shall have to be mobilized within 5 (five) days from the date of Mobilization notice issued by the Company.

17.3 The Company reserves the right to instruct the Contractor to Mobilize different sets of tools/ equipment on staggered basis and Contractor shall be paid the Mobilization charges accordingly. Separate Mobilization notices to be issued by the Company for staggered Mobilization as per the operational requirements.

18.0 VINTAGE OF TOOLS / EQUIPMENT / CONSUMABLES:

a) All down hole tools/equipment may be new or shall be in perfect working condition and Contractor shall warrant its satisfactory performance. Contractor should submit third party inspection certificate to DS-1, Level 5 for all downhole tools & equipment.

b) Surface tools and equipment supplied by the contractor may be new or shall be in perfect working condition and Contractor shall warrant its satisfactory performance. Contractor to submit TPI certificate to DS-1 Level 5.

19.0 INSTALLATION/ DISMANTLING/ INTER LOCATION MOVEMENT/ DEMOBILISATION:

- a) All tools/ equipment/ accessories/consumables will be mobilized to first designated location at KG Basin, Andhra Pradesh. The equipment will be installed and made operational for carrying out assigned jobs.
- b) Entire set-up will be dismantled at the first well at the end of operation there.
- c) The Contractor shall demobilize all tools/ equipment/ accessories on completion of job and after receipt of Demobilization notice from Company.
- d) Company will provide Crane / Forklift services through rig service provider for loading and offloading of tools & equipment at drill sites.
- e) Company does not take any liability for any change caused to Contractor's equipment during handling & transportation. The Contractor is advised to deploy its own personnel to monitor the loading / off loading at site and movement without any cost to the Company.

20.0 Approved list for Tools / Equipment & Services :

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

A. Mud Motor :

1. Schlumberger

2. Halliburton
3. Weatherford
4. Baker Hughes
5. Bico
6. National Oil Well Varco

B. Drilling Jar:

1. Houston Engineers
2. Weatherford
3. National Oil Well Varco(Griffith)
4. Bowen
5. Bico
6. Smith International
7. Halliburton Sledgehammer.
8. ITS

21.0 FISHING:

In the event any of the Contractor's tool/equipment is lost/stuck in the well, then the Company shall, at its expenses, attempt to recover or retrieve the same, irrespective of cause. Furnishing of fishing tools is the responsibility of the Contractor.

It is expressly understood between Parties that the Contractor's Personnel are not authorized or entitled to do anything other than to advise the Company in connection with such fishing operations.

END OF SECTION – II

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SECTION - III

SCHEDULE OF RATES

The bidder shall quote the following rates in their price bid as per the format given below: **The payment shall be made for the actual work done.** The payment shall be made for the actual work done and all "DAY RATE" charges shall be payable after prorating to nearest hour.

A. MOBILIZATION CHARGES OF PERSONNEL TO WELL SITE

- i) **Mobilization Charges** as Lump Sum shall be payable to the Contractor for following personnel as **one unit** after the completion of **Mobilization** as defined in Clause 2.2 of Section I 'General Conditions of Contract':
 - A) Directional Driller.....2 (Two) Nos.
 - B) MWD/LWD Engineer..... 2 (Two) Nos.
- ii) **Mobilization Charges** shall cover all costs of Contractor including but not limited to travel expenses, in-transit accommodation charges, personal insurance etc. for Contractor's Personnel to reach the Company designated Site on receipt of the mobilization notice from Company.
- iii) There shall be no part payment or pro-rata payment for any individual.

B. DEMOBILIZATION CHARGES OF PERSONNEL FROM WELL SITE

- i) **Demobilization Charges** for following personnel will be payable to the Contractor as **"LUMP SUM"** after their departure from any well site on receipt of demobilization notice from Company Representative from that drilling location.
 - A) Directional Driller.....2 (Two) Nos.
 - B) MWD/LWD Engineer..... 2 (Two) Nos.

NOTE: The Company retains the right to "mobilize & demobilize" above personnel "to and from" any drilling location depending upon operational requirement. Also the Company retains right to remobilize the above personnel to any drilling location at any time during the course of the Contract depending upon operational requirement. Thus Contractor is required to fulfill their obligation on Mobilization / Demobilization of above personnel upon receipt of appropriate notice from the Company.

C. STANDBY CHARGES FOR PERSONNEL (SDRP)

- i) **SDRP** shall be payable to the Contractor for following personnel:
 - a. Directional Driller.....2 (Two) Nos.
 - b. MWD/LWD Engineer..... 2 (Two) Nos.

The Contractor may engage additional personnel for maintenance or assistance in the performance of the Work. The Company shall not be responsible to pay any charge or day rate for such additional personnel.

- ii) Payment of **SDRP** will be directly linked to operational condition of respective tool/equipment handled by Contractor personnel as per contractual assignment.
- iii) **SDRP** for Contractor's personnel shall be payable for the period, the Contractor completes Mobilization of Contractor's personnel at the designated Location till the De-mobilization notice to Contractor's Personnel is served by Company Representative.
- iv) **SDRP** shall not be payable to Contractor's Personnel for the period the Contractor is paid **Operating Day Rate for Personnel** (ODRP).
- v) **SDRP** will not be payable to Contractor's personnel concerned in case any equipment handled by him fails to perform. Also, payment of **SDRP** to personnel concerned will remain ceased until the equipment / tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of the Company.
- vi) **SDRP** for Contractor's personnel ceases with effect from the day, the Company serves notice to the Contractor for demobilization of personnel.
- vii) **SDRP** for Contractor personnel will not be payable for the period, the Contractor's equipment remains in-operative or non-functional to carry out assigned jobs.

D. OPERATING DAY RATE FOR PERSONNEL (ODRP)

- i) The **ODRP** shall be payable to Directional Driller for the period starting **from** Directional tools (including PDM) is lowered **below Rotary Table** (150 m).
- ii) The **ODRP** shall be payable to MWD Engineer for the period starting **from** MWD tool is lowered **below Rotary Table** (150m).
- iii) The **ODRP** shall be payable to Contractor's Personnel (with Contractor's tool/ equipment/ consumable below Rotary Table) only for first 24 hours [in case of Stuck – up situation or Fishing operation or the operation are stopped mid-way due to well activity , mud loss situation , failure of rig surface equipment] from the time of each occurrence . The **SDRP** to Contractor's Personnel shall be applicable beyond **24 hours**. The **SDRP** to Contractor's Personnel shall continue till normal operation is resumed. The decision on keeping the Contractor's Personnel on "Standby" mode or issuing an interim demobilization notice to him will be taken by Company Representative depending on well condition.
- iv) **ODRP** for Contractor personnel will not be payable for the period, the Contractor's equipment remains in-operative or non-functional to carry out assigned jobs
- v) **There will be no other charge payable to the Contractor "Job-Wise" or "Job-Nature" wise.**

NOTE: At any point of time, either Operating Day Rate or Standby Day Rate will be payable to Directional Drillers and MWD Engineer depending upon well operation.

**E. MOBILIZATION CHARGES (LUMP SUM)
(TOOLS / EQUIPMENT WITH ALL ACCESSORIES)**

- i) **Mobilization Charges** shall be lump sum and should cover all local and foreign costs of the Bidder to mobilize the equipment to the appointed Site (drilling location) including all local taxes, port fees, inland transport etc., but excluding Customs duty (which will be to Company's account, if applicable) on the items declared in **Proforma – A**.
- ii) **Mobilization Charges** as LUMP SUM amount shall be payable on the completion of **Mobilization** as defined in Clause 2.2 of Section I 'General Conditions of Contract'.
- iii) The **Mobilization Charges** of the price format should not exceed 7.5% of the total evaluated contract value excluding optional charges.
- iv) The Company at its discretion may allow DD/MWD/LWD operation to start without completed mobilization, provided it is possible to start first job with the items since mobilized. However, the shortfall items must be mobilized by the Contractor immediately thereafter. If the Company permits the Contractor to start work without completed mobilization, only 80% of Mobilization charges will become payable to the Contractor and the remaining 20% of mobilization charges will be paid only after the shortfall items are made available. The Liquidated Damages as set out in the Contract shall be applicable upto the date the shortfall items are made available. However, notwithstanding this provision for partial mobilization, the Contractor must make all effort for mobilization of Contractor's items as per the contractual provisions.

**F. DEMobilization CHARGES (LUMP SUM)
(TOOLS / EQUIPMENT WITH ALL ACCESSORIES)**

- i) The **Demobilization Charges** should be quoted as lump sum charge and shall cover all the local and foreign costs of the Contractor to demobilize the Contractor's items including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India.
- ii) **Demobilization Charges** shall be payable to Contractor by the Company **only once** Company's wellsite / base are cleared-off Contractor's equipment after issuance of demobilization notice. The Contractor shall arrange for and execute demobilization of its entire package upon receipt of notice from the Company. Demobilization shall indicate completion / termination of the Contract and Contractor shall bear all such costs / charges, if any.
- iii) Pursuant to Clause 24.12 and Clause 34.60 of 'General Conditions of Contract', Demobilization charges shall be paid to the Contractor for complete package of Tools/ Equipment/ Spare/ Accessories etc. only once, after completion of the contractual period/ termination of the Contract.

- iv) All the charges, whatsoever, on Contractor's tools & equipment shall cease to exist with effect from the day, the Contractor is issued de-mobilization notice by Company.
- v) **Deleted**
- vi) The **De-Mobilization Charges** of the price format should not exceed 7.5% of the total estimated Contract value excluding optional charges.
- vii) The Contractor is required to clear off the Site within 30 (thirty) days and complete Demobilization within 60 (sixty) days from the date of 'Demobilization Notice' served by the Company. Penalty will be imposed '@10% per day' of De-Mobilization Charges for every additional day consumed by Contractor beyond stipulated time.

**G. STANDBY DAY RATE [SDR]
(TOOLS / EQUIPMENT WITH ALL ACCESSORIES)**

- i) Except as otherwise provided, **SDR** for Contractor's consignment of Tools/ Equipment with all accessories shall be payable from the date of completion of Mobilization.
- ii) During "**SDR**" period the tools/equipment are required to be in fully operating condition, save repair and preventive maintenance with prior permission of the Company.
- iii) The **SDR** include supply of spares & consumables, replacement/maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain adequate stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.
- iv) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.
- v) **SDR** will not be payable, if the Contractor withdraws the whole or part of the equipment or any manpower affecting operations.
- vi) If, Contractor's tool /equipment fails to perform, for any reason in the duration of operation, then no **SDR** for the entire BHA, of which the tool / equipment is a part, shall be payable until the equipment /tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.
- vii) **SDR** shall not be payable for any tool/equipment from the day of last successful operation if the tool /equipment including back-up(s) fails to function, to OIL's satisfaction, up to the very beginning of the next operation.
- viii) **SDR** shall not be payable once the de-mobilization notice is issued by OIL for any tool/equipment.
- ix) The surface testing of Contractor's tools/ equipment, as defined below, in a BHA should not take more than 12 hours beyond which zero rate shall be applicable.

**H. OPERATING DAY RATE CHARGES [ODR]
(TOOLS / EQUIPMENT WITH ALL ACCESSORIES)**

- i) The **ODR** for MWD unit shall be payable to the Contractor for the period starting **from** MWD tool is successfully surface tested after running into the hole **till 150 M. below Rotary Table**.
Surface Testing is defined as function testing of all tools/equipment of BHA to about 150 meter below rotary table.
- ii) ODR for tools & equipment shall be inclusive of spares and consumables etc. if required (including spares for running repairs and maintenance of SDMM-MWD and JARS & redressing of tools/equipment, etc.) for the successful completion of the work.
- iii) **ODR** for downhole tool/equipment comprising a BHA will be payable to the Contractor for the period starting **from** all the Contractor's tool in that BHA are successfully surface tested after running into the hole till they are pulled out **above Rotary Table**.
- iv) The **ODR** will not be payable, if the Contractor withdraws the whole or part of the equipment or any manpower affecting operations.
- v) If, Contractor's tool /equipment fails to perform, for any reason in the duration of operation, then no **ODR** for the entire BHA, of which the tool / equipment is a part, shall be payable until the equipment /tool is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.
- vi) The **ODR** shall be payable for downhole tool/equipment & MWD unit with Contractor's tool / equipment below Rotary Table only for first 24 hours [in case of Stuck – up situation or Fishing operation or the operation are stopped mid-way due to well activity, mud loss situation, failure of rig surface equipment] from the time of each occurrence. The **SDR** to MWD unit with Contractor's tool/ equipment below Rotary Table shall be applicable beyond **24 hours**. The **SDR** shall continue till normal operation is resumed.
- vii) DURING APPLICABLE OPERATING PERIOD MENTIONED ABOVE, BOTH **ODR** AS WELL AS **SDR** WILL BE PAYABLE. BIDDER SHOULD TAKE THIS INTO CONSIDERATION AND QUOTE **ODR** ACCORDINGLY (i.e. DEDUCTING SDR FROM THE GENERALLY QUOTED OPERATING CHARGE WHERE ONLY OPERATING CHARGE IS APPLICABLE DURING OPERATING PERIOD).

For Example: suppose ODR of 1500 \$/ day & SDR of 900 \$/ day is generally quoted, then in this tender ODR should be considered as 1500 - 900 = 600 \$/day because during applicable operating period (as per the terms & conditions of the tender) ODR will be considered as SDR of 900 \$/day plus (+) Operating charge of 600\$/ day (i.e. for operating period: 900 + 600 = 1500 \$ / day).

I. INTER – LOCATION MOVEMENT (ILM) CHARGES (TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES): ~~DELETED~~

J. INTERIM DEMOBILIZATION & REMOBILIZATION CHARGES [TOOLS / EQUIPMENT WITH ACCESSORIES] :~~DELETED~~

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

- i) All rates quoted by bidder shall be restricted to 50% of rental/stand by charges, as applicable under above circumstances. This will be considered as **FORCE MAJEURE RATE**.
- ii) The **Force Majeure Rate** shall be payable during the first 15 days period of force majeure in case of all operations. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

L. ZERO RATES:

- i) Zero Rate will be applicable for entire Bottom Hole Assembly, in case of discontinuation / suspension of normal operation (drilling or round trip) leading to pulling out of drill string due to malfunctioning of any one component (i.e. MWD or LWD or SDMM or RSS or Gamma or Jar or Resistivity or Density-Neutron) of BHA. Operating rate for entire Bottom Hole Assembly will cease to be paid under this circumstance.
- ii) Under above circumstances, Zero rate will continue for entire Bottom Hole Assembly for the period starting with pulling out from particular depth through running in till normal (identical) operation is resumed at the same depth.
- iii) Notwithstanding any provision in the Contract, no charges shall be payable for the period, the job or activity assigned to the Contractor is halted due to break-down of Contractor's unit, tools/equipment or non-availability of key personnel or for any other reason whatsoever attributable to the Contractor.

M. Deleted.

N. GENERAL NOTE:

- ✓ Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".
- ✓ Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this Contract as per **Proforma – A**.
- ✓ From the **Proforma-A**, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (RE-EX).

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

END OF SECTION - III

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Annexure-I

INTEGRITY PACT

Between
Oil India Limited (OIL) hereinafter referred to as “The Principal”

And

----- hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for services under Tender CEG7633L19. 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:

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

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

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

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

A.Baruah
(For the Principal)
Place .Kakinada
Date . 06.04.2018

for the Bidder/Contractor
Witness 1 :
Witness 2 :

=====

Annexure II**Bio-Data and Experience of Personnel**

Name:

Present Address:

Home Address:

Nationality:

Date of Birth:

Educational Qualification:

Certifications:

Job Experience:

	From Date	To Date	Name of Organization	Client/ Project	Type of wells drilled	Worked as

1	:
2	:
3	:
4	:
5	:
6	:
7	:
8	:
9	:
10	:

NOTE: TO ATTACH ALL SUPPLEMENTARY DOCUMENTS.

SIGNATURE OF THE BIDDER

ANNEXURE-III

PROFORMA UNDERTAKING FROM CONTRACTOR'S PERSONNEL

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

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

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

Signature

Place:

Date:

1. NAME:
DESIGNATION:.....
DATE:.....

2. NAME:
DESIGNATION:.....
DATE:.....

PROFORMA - A

**LIST OF ITEMS (EQUIPMENT, TOOLS, ACCESSORIES, SPARES & CONSUMABLE) TO BE IMPORTED IN CONNECTION 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	$E = C \times D$	F	$G = F + E$	H	$I = G + H$	J	K	L
1											
2											

(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 "PARTLY" 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".

(4) At the time of bid submission, bidder may mention the indicative value as above. However, the detailed List of Items as per Proforma A shall be submitted by the successful bidder after the shipment of items.”

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA - B**PRICE SCHEDULE**

Quotation No.: _____

Currency of Quote : _____

Validity of Bid: _____

(FOR COMMERCIAL EVALUATION ONLY)

S.No.	DESCRIPTION	UNIT	QTY	Rate/Unit	TOTAL AMOUNT
			(a)	(b)	(a*b)
1	MWD Surface Unit				
1a	-Mobilization Charges	Lumpsum	1		
1b	-Demobilization Charges	Lumpsum	1		
1c	-ODR	Per day	40		
1d	-SDR	Per day	40		
2	6 ¼" – 6 ¾" SDMM with bent housing, necessary Stabilizers & Jar				
2a	-Mobilization Charges	Lumpsum	1		
2b	-Demobilization Charges	Lumpsum	1		
2c	-ODR	Per day	40		
2d	-SDR	Per day	90		

3	6 ½” – 6 ¾” MWD Azimuth & Inclination tool with Gamma (including Non-Magnetic Drill Collar, if required)				
3a	-Mobilization Charges	Lumpsum	1		
3b	-Demobilization Charges	Lumpsum	1		
3c	-ODR	Per day	40		
3d	-SDR	Per day	90		
4	Directional Driller (2 person)				
4a	- Mobilization Charges for Personnel (2 persons)	Lumpsum	1		
4b	- Demobilization Charges for Personnel (2 persons)	Lumpsum	1		
4c	- ODRP	Per day	60		
4d	- SDRP	Per day	30		
5	MWD / LWD Engineer (2 person)				
5a	- Mobilization Charges for Personnel (2 persons)	Lumpsum	1		
5b	- Demobilization Charges for Personnel (2 persons)	Lumpsum	1		
5c	- ODRP	Per day	60		
5d	- SDRP	Per day	30		
TOTAL CONTRACT VALUE ‘T’ = (1+2+3+4+5) inclusive of all taxes and duties(but excluding GST) and Basic Customs Duty which is extra as applicable to Company					
% GST rate (Bidder to specify)					
TOTAL CONTRACT VALUE ‘S’ = (1+2+3+4+5) inclusive of all taxes and duties and including applicable GST but excluding Basic Customs Duty which shall be extra to OIL’s account					

Authorized Person’s Signature: _____

Name of the Bidder:

Seal of the Bidder:

BID FORM

To:
OIL INDIA LIMITED,
D.No.11-4-7; 3RD FLOOR
NOOKALAMMA TEMPLE STREET
RAMARAOPETA, KAKINADA-533004
Andhra Pradesh, India

Sub: Tender No. _____

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/months calculated from the date of issue of Letter of Award (LOA).

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

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extension to bid validity agreed by us.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Letter 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 _____ 20...

Name of the Authorized Signatory: _____
Name of the Firm/Service Provider/Bidder: _____

PROFORMA - D

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC

We _____(Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria(BRC) of the Bid document of Tender No. ----- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the Envelope 'C' containing the Techno-commercial Bid.

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

To be digitally signed by Bidder's Authorized signatory

PROFORMA-E

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

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

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

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

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

Seal of the Bidder:

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

To be digitally signed by Bidder’s Authorized signatory

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

**OIL INDIA LIMITED,
D.No.11-4-7;3rd Floor
NOOKALAMMA TEMPLE STREET
RAMARAOPETA, KAKINADA-533004
Andhra Pradesh, India**

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Kakinada, AP, India (hereinafter called the Company)'s tender No.: _____.
KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 20**.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Date: Place: _____

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

** Date of expiry of Bank Guarantee shall be minimum 30 days after the end of the validity period of the Bid.

PROFORMA - G**FORM OF PERFORMANCE BANK GUARANTEE**

**OIL INDIA LIMITED,
D.No.11-4-7; 3rd Floor
NOOKALAMMA TEMPLE STREET
RAMARAOPETA, KAKINADA-533004
Andhra Pradesh, India**

WHEREAS _____ (Name and address of Bidder) (hereinafter called "Bidder") 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 Bidder shall furnish you with a Bank Guarantee as security for compliance with Bidder's obligations in accordance with the Contract.

AND WHEREAS we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") have agreed to give the Bidder such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Bidder, 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 Bidder before presenting us with the demand.

We also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Bidder and shall remain valid, binding and operative against the Bank.

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 Bidder 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 date _____ (calculated at 6 months after Contract completion date).

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

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

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date..... Place _____

PROFORMA-H**CONTRACT FORM**

This Contract 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) shall be provided by the Contractor as detailed hereinafter or as Company may requires;

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's Tender No. ----- . All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, shall there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's Bid 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 Contract words and expressions shall have the same meanings as are respectively assigned to them in the General 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 Contract;
 - (b) Section-II indicating the Terms of Reference/Technical Specifications;
 - (c) Section-III indicating the Schedule of Rates;
 - (d) Integrity Pact

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 ----- 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:
Status:

Name:
Status:

In presence of

In presence of

1.
2.

1.
2.

PROFORMA - I

PROFORMA LETTER OF AUTHORITY

TO

**Oil India Limited
D.No.11-4-7; 3rd Floor
NOOKALAMMA TEMPLE STREET
RAMARAOPETA, KAKINADA-533004
Andhra Pradesh, India**

Sir,

Sub: OIL's Tender No. _____

We _____ confirm that Mr. _____ (Name and address) is 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,

Signature: _____

Name & Designation: _____

For & on behalf of: _____

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

PROFORMA-J

AUTHORISATION FOR ATTENDING BID OPENING

TO

Date: _____

**OIL INDIA LIMITED,
D.NO.11-4-7; 3RD FLOOR
NOOKALAMMA TEMPLE STREET
RAMARAOPETA, KAKINADA-533004
Andhra Pradesh, India**

Sir,

Sub: OIL's Tender No. -----

We authorize Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above Tender due on _____ 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.

Attachment – I

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

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

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

WHEREAS

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

M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/ Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

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

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

For and on behalf of
(Bidder)

For and on behalf of
(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)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, 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))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the
Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

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

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

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

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

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

WHEREAS

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

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

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

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

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

without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

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

For and on behalf of
(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.

PROFORMA - M**CALCULATION OF LOCAL CONTENT- SERVICE**

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LC	
						%	Rs./Foreign Currency (To be specified by the service provider)
			a	b	c = a+b	d = a/c	e = cxd
A	Cost component						
	I. Material used	Rs./Foreign Currency					
	II. Personnel & Consultant cost	Rs./Foreign Currency					
	III. Other services cost	Rs./Foreign Currency					
	IV. Total cost (I to IV)	Rs./Foreign Currency					
B	Taxes and Duties	Rs./Foreign Currency					
C	Total quoted price	Rs./Foreign Currency					

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A.IV.c)} - \text{Total imported component cost (A.IV.b)}}{\text{Total Cost (A.IV.c)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A.IV.a)}}{\text{Total Cost (A.IV.c)}} \times 100$$

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.
(Applicable only for Foreign Purchase / Global Tenders)

PROFORMA - N**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 _____

XXXXXXXXXXXXXXXXXX