

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

Tender No. /IFB No. CEG9682L19 for Hiring of Wireline Logging Services during Production Testing & Hydrofracturing of HPHT Wells in NELP-VI Block: KG-ONN-2004/1 in East Godavari District of Andhra Pradesh has been addressed to the following parties:

- i) M/s. HLS Asia Limited
- ii) M/s. Baker Hughes Singapore Pte

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 **30.11.2018**. 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) failing which the application will be considered as rejected.

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



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुलियाज, 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
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GLOBAL NOTICE INVITING TENDERS

FORWARDING LETTER

- i) M/s. HLS Asia Limited
- ii) M/s. Baker Hughes Singapore Pte

Dear Sirs,

Subject: Tender No. **CEG9682L19** for Hiring of Wireline Logging Services during Production Testing & Hydrofracturing of HPHT Wells in NELP-VI Block: KG-ONN-2004/1 in East Godavari District of Andhra Pradesh

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

2.0 In connection with its exploration operations, OIL's KG Basin Project invites International Competitive Bids (ICB) from shortlisted Contractors through OIL's e-procurement site for providing subject 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.	CEG9682L19
(ii)	Type of Bid	Single Stage-Two Bid System
(iii)	Techno-commercial Bid Closing Date & Time	As per Online Tender
(iv)	Techno-commercial Bid Opening Date & Time	As per Online Tender
(v)	Price Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer the time

(vi)	Bid Submission Mode	Bids must be uploaded online in OIL's E-procurement portal
(vii)	Bid Opening Place	Office of Chief General Manager (KGB & BEP), Oil India Limited D.NO.11-4-7; 3rd Floor Nookalamma Temple Street Ramaraopet, Kakinada-533004 , Andhra Pradesh, India
(viii)	Bid Validity	120 days from date of closing of techno commercial bid
(ix)	Bid Security Amount	INR 22,43,000.00 or USD 30,725.00
(x)	Bid Security Validity	150 days from date of closing of techno commercial bid
(xi)	Mobilization Time	Within 1 month from the date of award of LOA
(xii)	Amount of Performance Guarantee	10% of the total estimated Contract value
(xiii)	Validity of Performance Security	3(three) months beyond the date of completion of the Contract
(xiv)	Duration of the Contract	6 (six) months
(xv)	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%
(xvi)	Integrity Pact	Must be digitally signed and uploaded alongwith Techno-Commercial Bid
(xvii)	Bids to be addressed to	Chief General Manager (KGB & BEP), Oil India Limited D.NO.11-4-7;3rd Floor Nokalamma Temple Street Ramaraopet, Kakinada-533004 Andhra Pradesh, India

3.0 This Tender has been restricted to the below mention short-listed parties on limited tender basis: (i) HLS Asia Limited and ii) M/s. Baker Hughes Singapore Pte

3.1 The above bidders have been short-listed by Company through Expression of Interest (EOI). However, other interested Service Providers, who can meet the "Qualifying Criteria" as indicated under the Bid Rejection Criteria (BRC)/ Bid Evaluation Criteria (BEC) as per PART-2 of Tender may also apply for participation against this Tender. Such applications complete in all respect (including all the requisite documents) must reach the office of CGM (KGB&BEP) at Kakinada on or before **30.11.2018** . Bidders applied for must ensure that the application is complete in all respect and the same should accompany all the requisite documents as indicated in PART-2 herein i.e., Bid Rejection Criteria (BRC)/ Bid Evaluation Criteria (BEC), except the bid security (which shall be submitted while bidding, if qualified), failing which the application will be considered as incomplete/rejected and the party will not be permitted to participate against the Tender. Late application will not be entertained. Company shall not be responsible for any postal delay/transit loss. Timely delivery of the Application complete with requisite documents shall be the sole

responsibility of the Applicant.

3.2 Tender Document will not be issued physically by Company. The interested Vendors who are not short-listed through EOI as mentioned in para 3.0 above, should submit their applications together with relevant documents to establish their credential in terms of BRC/BEC as mentioned in para 3.1 above, to the Chief General Manager (KGB&BEP), Oil India Limited, KG Basin project, Kakinada (email: kgbasin@oilindia.in) showing full address (clearly indicating their e-mail ID), between **09.11.2018** and **30.11.2018**. On receipt of application & requisite documentary evidences as above, if found acceptable will be allowed to participate in the tender through OIL's e-Procurement portal along with the other vendors/bidders short-listed earlier.

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

4.0 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.

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

5.1 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.**

5.2 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 system.

5.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate later on 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.

5.4 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.

6.0 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 Chief General Manager(KGB&BEP), KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma 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 Chief General Manager (KGB&BEP) 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 Chief General Manager (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-TWO BID SYSTEM**. The bidders shall have to submit both the "TECHNICAL" 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 portal. The Techno-commercial Bid should be 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 tab only. Bidders to note that no price details should be uploaded in Technical Attachments tab. Details of prices as per Price Bid format/priced bid to be uploaded under "Notes and Attachments" tab. Offer not complying with above submission procedure will be rejected as per Clause 1.0 of Bid Rejection Criteria.**

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.oil-india.com.

7.0 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

7.1 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

-sd/
(A. Baruah)
Sr. Manager Materials
for General Manager (C&P)
for CHIEF GENERAL MANAGER (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) An “Invitation for Bids” highlighting the following points:
 - (i) Company’s Tender No.
 - (ii) Bid closing date and time
 - (ii) Bid opening date, time and place
 - (iii) Bid submission place
 - (iv) Bid opening place
 - (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 Specification/ Scope of Work, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Rates, (Part-3, Section-IV)
- (h) Integrity Pact Proforma, (Annexure-I)
- (i) Estimated CIF value of items at the time of import, (Proforma-A)
- (j) Price Schedule Format, (Proforma-B, B1, B2, B3 & B4)
- (k) Bid Form, (Proforma-C)
- (l) Certificate of Compliance with respect to BRC, (Proforma-D)
- (m) Statement of Non-Compliance (except BRC), (Proforma-E)
- (n) Bid Security Form, (Proforma-F)
- (o) Performance Security Form, (Proforma-G)
- (p) Contract Form, (Proforma-H)
- (q) Proforma of Letter of Authority, (Proforma-I)
- (r) Authorization for Attending Bid Opening, (Proforma-J)
- (s) Format of agreement between bidder and their parent company (Attachment-I)
- (t) Parent company/ subsidiary company guarantee (Attachment-II)
- (u) 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 (Attachment-III) and
- (v) Parent/Ultimate Parent/Holding Company’s Corporate Guarantee towards Financial Standing (Attachment-IV).

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited 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 external area "Amendments" folder) 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.

In case bidder is providing any document in language other than English, then bidder will also provide the English translated documents of the same. Translated documents must be signed by authorized personnel in Department of Foreign Affairs of the documents' country of origin and the same shall be duly certified by Indian Embassy there.

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 (to be uploaded in technical Attachments Tab) 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 OIL on or before Techno-Commercial Bid Closing Date and time.
vi	Proforma-A: List of items to be imported without the CIF values
vii	Copy of Priced bid without indicating prices (Proforma- B, B1, B2, B3 & B4)
viii	Copy of Bid Form without indicating Prices (Proforma-C)
ix	Integrity Pact digitally signed by OIL's competent personnel as Annexure-I attached to the bid document to be digitally signed by the Bidder.

Note: Please note that, price should not be mentioned in the “Technical Attachments” tab.

(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, B1, B2, B3 & B4]
ii	Bid Form as per Proforma-C
iii	Proforma-A showing the items to be imported with the CIF values. The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

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

8.0 BID PRICE:

- 8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in “Notes & Attachment” Tab.
- 8.2 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 basic customs duty which will be borne by the Company, if applicable) 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 11.9.

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 15.1 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 on India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 90 days from the date of issue and payable at Kakinada.

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

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

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

11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by 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 if:
- 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) It is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the "Technical Attachment" of OIL's E-portal.** The Original Bid Security shall be submitted by the bidder to the office of Chief General Manager (KGB&BEP), 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 120** 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 120 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 invited **under single stage - Two bid system**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "**User Manual**" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "**Technical Attachment**" Tab page only. Prices to be quoted as per Proforma-B/B1/B2/B3/B4 should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "**Technical Attachment**", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents shall 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 shall be addressed to Chief General Manager(KGB&BEP), KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada- 533004, Andhra Pradesh, India as indicated in the IFB:

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

Documents sent through E-mail/Fax/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 opening.

22.0 OPENING OF PRICED BIDS:

- 22.1 The Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the interested qualified bidders. Technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 The 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:

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

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., 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/contractor has furnished fraudulent information/documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

- 32.0 CREDIT FACILITY:** Bidders 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-I

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 Bids shall be submitted under single stage two Bid systems i.e. Techno-commercial Bid and Priced Bid. Bids not conforming to this system as per Clause No. 15.0 of PART-1 shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- 3.0 Bids with shorter validity 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 Chief General Manager (KGB&BEP), OIL INDIA LIMITED, KAKINADA, India in a sealed envelope and must reach office of the Chief General Manager(KGB&BEP), 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 Conditional offers will not be considered and will be rejected.
- 7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 8.0 The bid documents are not transferable. Offers made by bidders who have not been issued Tender document/User ID/ Password from the Company will be rejected.
- 9.0 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.
- 10.0 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.

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

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

12. Any Bid containing false statement or false information or misleading information will be rejected.

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

However, the following documents (in original) should necessarily be submitted in physical form, in a sealed envelope

- ✓ **The original bid security.**
- ✓ **The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.**

A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.

Bidder should ensure to submit original documents in accordance with the bidding documents.

The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

BID EVALUATION CRITERIA (BEC)

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

1.0 SCOPE OF OFFER:

The bidder must quote for the items listed below:

- a) Logging Unit with (standard tool+ Special tools): **as described in (Table-1)**
- b) Data processing services **as described in (Table-2)**

Note: Bidders must quote for all the Logging Services and data processing services as described above. Part offer i.e. offer for part items of **Table-1** and **Table-2** will not be accepted.

1.1 EXPERIENCE:

Bidders must meet the following experience criteria:

(a) Corporate experience in providing the requested Wireline logging Services with in-house/leased logging units to E&P companies for last 5(Five) years reckoned from the original Bid closing date of this tender.

(b) Experience of wireline logging operations of HPHT wells with depth up to 5000m, bottom hole temperatures **450 °F** or more and formation pressures up to 15000 psi, in last 5(Five) years reckoned from the original BC date of this tender.

1.2 The Bidder must confirm to provide the required number of qualified, experienced and competent manpower for carrying out the wireline logging, perforation and other associated operations under the Contract. The key Wireline Logging personnel (Engineer and other operators) should have minimum experience of 02 (two) High Pressure High Temperature well logging operations with sour gas handling experience, using 15M BOP stack and bottom hole temperatures exceeding **450 °F**.

1.3 VINTAGE :

Bids must meet the Vintage requirement of tools, equipment & Logging Unit as mentioned in **Scope of Work**, where all tools, equipment and units required for the services should be of latest version. However, they should not be more than **7(seven) years** old as on the original bid closing date, as mentioned in Scope of Work.

1.4 OTHER REQUIREMENTS:

Bidder must comply the following:

- (i) The bids along with all technical documentation must be in English language only.
- (ii) Bids must meet the Technical Specifications & requirement of all the Units/tools/ services as mentioned in Table-1& Table-2 of the bidding document.
- (iii) The down-hole tools offered by the Bidder should have down-hole digitization capability, wherever applicable. Further, the tools offered for OIL's service code S-1 must have formation imaging capability.

- (iv) Bids must not contain any conditional statement (For example, in respect of a particular equipment statements like "under field test and shall be supplied by the time the Contract is signed", "Specifications will be upgraded in the event the Contract is awarded" etc. etc.)
- (v) The Logging Unit offered must be **truck-mounted integrated logging unit** capable of running all the Services of each category as given in the Scope of Work.
- (vi) Bidders must give an undertaking to the effect that they are capable of processing and interpreting the log data to provide processed and interpreted results to OIL, wherever applicable, within 48 hours from the time the logging survey is completed / recorded data is handed over to the Contractor at Kakinada base/Contractor's Data Processing Centre.
- (vii) Bids must contain the Tool Calibration data and Explosive Charge performance data sheets.
- (viii) Bidders must provide the sample logs (hard copy) of all standard, special tools (mentioned in the Scope of Work) logged by them. (Company Name, Field Name, Well Name etc. may be blanked out on the sample logs).
- (ix) Bidders must provide the information regarding the number of oil-fields/ areas in which the Bidder is presently engaged. Proprietary information (Company Name, Field Name & Well Name) may be blanked out on the sample logs.
- (x) All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical Bid.

2.0 Financial: The annual turnover in any of the last three accounting years should be minimum Rs. 5.60 Crore (USD 0.76 million). Net worth of bidder should be positive for preceding financial/accounting year.

2.1 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 1.1 to 1.3 above. However, any one of the consortium members individually shall have to meet the financial turnover criteria as mentioned in Clause 2.0 above. The other members of consortium should meet minimum 25% turnover requirement.
- (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.

2.2 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 shall on its own meet the technical experience as stipulated in the BEC and shall 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 shall 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, along with the techno-commercial bid.

2.3 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 along with 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-sub 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-sub subsidiary company(ies) and the bidding company shall 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 shall be submitted alongwith the techno-commercial bid.

- 2.4 i) In case, the bidder is an Indian Company /Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its technical collaborator /joint venture partner should meet the experience criteria. However, the Indian Company/ Indian Joint Venture Company must meet the financial turnover criteria. Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding/ Agreement with their technical collaborator /joint venture partner clearly indicating their roles under the scope of work which shall also be addressed to OIL and shall remain valid and binding for the contract period under this tender.
- ii) Any party who is extending technical support by way of entering in to technical collaboration with other party shall not be allowed to submit an independent bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal/technical collaborator will be rejected.
- 3.0 Offers indicating mobilization time more than 1month from the date of issuance of Letter of Award (LOA) will be summarily rejected.

4.0 DOCUMENTS

To qualify for consideration, contractors are required to supply one (1) set of the following documentation, with the specific chapters, separated by dividers, in the same order as set out here below:

- a) Contractor's general structure and organisation, including the branch / sub-division dedicated to such activities.
- b) Details of company's Health, Safety and Environmental Policy and Programme together with HSE Management System.
- c) Safety records detailed for accidents, injuries, damage and summarized for near-misses, LTI over the past five (5) years.
- d) Quality Assurance System certified ISO 9001 or equivalent.
- e) Details of relevant verifiable experience of providing wireline services in HPHT wells that have been undertaken as main contractor in the last five (05) years, inside or outside India.
- f) Reference (including emails and telephone numbers) of three major customers that can be contacted for information / reference.
- g) Description and specifications of suitable wireline logging unit currently owned/leased by the contractor together with proof of ownership/lease agreement.

- h) Resume of key personnel to be involved in the services with High Pressure High Temperature testing experience in their respective position.
- i) Audited accounts for the past three (3) accounting years.
- j) All relevant information concerning contacts, telephone, fax, e-mail of the contractor's representative.
- k) Any other information that will establish that the company is a competent service provider.
- l) MOU/ Agreement concluded with technical collaborator/consortium partners along with the Techno-commercial bid.

m) 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 as per Attachment IV 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

The bidder is a 100% subsidiary company of the parent/ultimate/ holding parent company.

Bid without the listed documents or information shall be liable for rejection.

5.0 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.

6.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

7.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

8.0 **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.

- i.) 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.

- ii.) 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.
 - iii.) 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**.
 - iv.) The quantities shown against each item in the “**Price Bid Format (i.e. in Proforma-B/B1/B2/B3/B4)**” 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 work done per number of days/parameter, as the case may be.
 - v.) 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 summarized rates quoted in the PRICE BID FORMAT as per Proforma - B.
- 9.0 **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.

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) **"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.
- o) **"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;
- p) **"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;
- q) **"Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- r) **"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 the Service by Contractor must be completed within 1 month from the date of issue of LOA by Company.
- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects as certified by the Company's representative will be treated as date of Commencement of Contract. The Commencement Date of the Contract will be reckoned from one day after the mobilization is certified by the Company to be completed as defined under Clause No. 2.2 above
 - a. Once Contractor's items and personnel reaches the Company's or Contractor's base near to the Site or Company designated location, 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 5 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 1st testing 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.

- 2.4 **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 period of Six (6) months at the discretion of Company at the same rates, terms and conditions. The terms and conditions shall continue until the completion/ testing / abandonment of the well being tested at the time of the end of initial term of the Contract or any extension thereof.

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-IV (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.

- 4.4 Provide Contractor with all reasonable assistance to obtain any permits, licenses, approvals or clearances required by Contractor to perform the services.

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).
- 5.5 Contractor's personnel shall have access to the medical assistance as may be available to Company's employees at the well site, provided that Company shall bear no responsibility and that Contractor shall bear all costs in relation thereto. In the event of emergency at a well site requiring hospital treatment of Contractor's personnel, Company shall secure transportation of said personnel to the nearest hospital, provided that Company shall bear no such responsibility.

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 completion of demobilization of Contractor's equipment and personnel after issuance of demobilization notice/expiry of contract that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or

information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information :

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

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

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

such delay is on account of the Service Provider, 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.

8.8.28 GST shall apply extra on the Lost In Hole charges payable by Company.

9.0 INSURANCE:

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-Contractor (if applicable) during the currency of the contract including the third party items/ consumables supplied by Contractor.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others :

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to 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 except when tools/ equipment are below Rotary Table or in the well bore.
- 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-contractors 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.

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-IV). 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
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 a condition no worse than it was when the Contractor arrived there.
- 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 @ 0.5 % 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 days** 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 affiliates, 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, its affiliates or co-ventureres 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 its affiliates, sub-contractors, servants, agents, nominees, assignees and employees from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 21.6 Neither Contractor nor its affiliates, 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, its affiliates or co-venturers 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, its affiliates, sub-contractors, servants, agents, nominees, assignees and employees 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 INDEMNITY AGREEMENT:

22.1- Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

22.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor, its affiliates, sub-contractors, servants, agents, nominees, assignees and employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees or employees of its affiliates or co-venturers on account of bodily injury or death, or damage to personnel/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

23.0 INDEMNITY APPLICATION: The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

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.

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 30 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) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- h) 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 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 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 CONSEQUENTIAL DAMAGE: Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

35.0 CUSTOMS DUTY:

35.1 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.

35.2 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.

35.3 All imports and import clearances under the Contract shall be done by the Contractor and OIL shall not provide any assistance in this regard.

35.4 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.

- 35.4.1 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.
- 35.4.2 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.
- 35.4.3 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.
- 35.4.4 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.

- 35.5 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.
- 35.6 **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.

- 35.6.1 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.
- 35.6.2 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.
- 35.6.3 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.
- 35.7 In the event of denial of benefit to the Contractor provided under notification no. 3/2017-Central Tax and similar notification under state and integrated tax or notification no. 50/2017-Customs or no issuance of Essentiality certificate by DGH for reason not attributable to the Contractor, Contractor shall charge applicable customs duty on import or applicable GST on supply as per the HSN code of the product.

36.0 'HSE' GUIDELINES:

- 36.1 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.
- 36.2 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.
- 36.3 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.

- 36.4 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.
- 36.5 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.
- 36.6 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 36.7 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.
- 36.8 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.
- 36.9 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
- 36.10 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.
- 36.11 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.
- 36.12 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.

- 36.13 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 36.14 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 36.15 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.
- 36.16 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.
- 36.17 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.
- 36.18 To arrange daily tool box meeting and regular site safety meetings including pit level meeting and maintain records.
- 36.19 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 36.20 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.
- 36.21 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.
- 36.22 Contractor's arrangements for health and safety arrangement shall be consistent with those for the mine owner.
- 36.23 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.
- 36.24 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.
- 36.25 The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 36.26 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 36.27 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.

36.28 Most of the above provisions are from the 10th conference Recommendation of safety in Mines.

36.29 Contractor should maintain T-Cards of all the persons at site for prompt counting of heads in case of emergency and other safety related issues.

37.0 MoEF [MINISTRY OF ENVIRONMENT & FOREST] GUIDELINES:

- i) Pre Hire inspection, safety meeting, tool box meetings, job safety analysis & audit shall be carried out to identify hidden/ potential hazards.
- ii) The Contractor shall take necessary measures to reduce noise levels at drill site providing mitigation measures, such as proper acoustic enclosures to the DG sets and meet norms notified by the MoEF.
- iii) The emissions of RSPM, SPM, SOX, NOX and HC & VOC from engines shall conform to the standard prescribed by SPCB. Regular monitoring of the ambient air for HC & VOC shall be carried out as per CPCB guidelines.
- iv) The Contractor shall strictly comply with rules and regulations with regard of handling and disposal of hazardous waste (Management & Handling) rules 1989/2003 wherever applicable. Authorization from SPCB must be obtained for collection/ treatment/ storage/ disposal of hazardous waste.
- v) The overall noise level in and around the plinth areas shall be kept within the standards by providing noise control measures including acoustic hoods, silencers, enclosures on all sources of noise generation. The ambient noise level shall conform to standards prescribed under EPA rules, 1989 that is 75 dBA (daytime) and 70 dBA (nighttime).
- vi) A separate environment management cell shall be set up to carry out environment management and monitoring functions.

38.0 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.

39.0 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

SCOPE OF WORK/ TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE

1.0 SCOPE OF WORK:

Oil India Limited is planning to hire wireline logging services from reputed wireline logging service companies for carrying out hole logging, perforation and data processing in its onshore HPHT wells in KG Basin Project, India. The services will be required for **06 (Six) months** with a provision of further extension of **06 (Six) months at the same rates, terms and conditions with provision of early termination**. The details about the oilfields and area of operation is given in **Annexure- A** of this Section.

1.1. SERVICES:

Total One (01) numbers of Logging Unit along with logging tools/equipment/ Services and data processing service is required. The services required are categorized as follows:

- a. **Logging Unit (with standard + Special tools): as described in Table-1**
- b. **Data Processing Services as described in Table-2**

Note: Bidders must quote for all the Logging Services and data processing services as described above. Part offer (i.e. part items of **Table-1 and Table-2**) and will not be accepted).

1.2. MOBILIZATION:

Logging Unit needs to be mobilized **within 30 (Thirty)** days after award of Contract as per LOA issued or from the date of Mobilization Advice from the Company, for deployment in OIL's Operational areas anywhere within KG Basin, India.

1.3. LIST OF SERVICE REQUIRED:

List of services/tools required with corresponding OIL's code (a reference code defined for each tools/equipment/services, total quantity of each service/tool required for Logging Unit, is given in Table-1 below:

TABLE - 1: LIST OF STANDARD & SPECIAL REQUIRED SERVICES

S.No.	OIL's Code	Service Description	No. of Units/ tools / services required	No. of tool /equipment to be mobilized with Logging Unit
A. Standard Equipment / Tools /Services:				
1	TR-1	Onshore Truck mounted Logging Unit	1	1
2	TR-2	Wellhead Control Equipment (BOP)	1	1
3	TR-3	Pressure Control Equipment for Through Tubing Operations	1	1
4	TR-4	Fishing Equipment	1	1
5	CR-1	Personnel/Crew	1	1
6	A-1	Natural Gamma Ray services.	1	1
7	A-2	Stuck up Detection and Back-off Services.	1	1
8	A-3	Downhole Tension Services.	1	1

S.No.	OIL's Code	Service Description	No. of Units/ tools / services required	No. of tool /equipment to be mobilized with Logging Unit
9	A-4	Cement Bond evaluation services including variable density type of logging	1	1
10	A-5	i) Bridge plug Setting	1	1
		ii) Retainer Packer Setting	1	1
		iii) Junk Basket	1	1
11	A-6	Retrievable and Semi Expandable Through Tubing Perforation gun with deep penetration charges (4spf/6spf). i) 0° phasing (Uni-phasing) ii) Spiral	1	1
12	A-7	Casing gun Perforation. i) Casing gun perforation with Deep penetration charges (6spf). ii) Casing gun perforation with Big hole charges (6spf).	1	1
13	A-8	Casing Collar Locator Services (CCL)	1	1
14	A-9	Shooting Gamma Ray Services for		
		i) Through Tubing Perforations	1	1
		ii) Casing Gun Perforations	1	1
15	A-10	Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services		
		i) Explosive jet cutter	1	1
		ii) Severing tool	1	1
		iii) Split Cutter	1	1
16	A-11	Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	1	1
17	A-12	Through Casing Cement dump bailer	1	1
B. Special Equipment / Tools/services: to mobilize / demobilize as per requirement				
18	S-1	i) Through tubing bridge plug ii) Through-tubing cement dump bailer	1	1
19	S-2	Production Logging Services (PLT)	1	1
20	S-3	Tubing Conveyed Perforation Services (Including all accessories/ equipment required for achieving underbalance condition and killing of the well)	1	1

S.No.	OIL's Code	Service Description	No. of Units/ tools / services required	No. of tool /equipment to be mobilized with Logging Unit
21	S-4	Through tubing reservoir monitoring tool (3 Detector or more)	1	1
22	S-5	Cement Evaluation and Pipe Inspection	1	1
23	S-6	Down Hole Video	1	1
24	S-7	Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services i) Mechanical Cutter	1	1

NOTE ON TABLE - 1:

- a) Details of tool specifications, measurements required are given in Annexure - B.
- b) **Bidder must have releasing cable head, and has to provide the service on requirement.**
- c) Each of the services listed under Sub-heading "**B. Special Equipment/ Tools/ Services**" in **Table-1** above, will be **mobilized and/or extend the hiring** of these tools/equipment/services as per OIL's requirement. **OIL reserves the right to mobilize/demobilize these tools/services number of times as per OIL's requirement at the same rates, terms and conditions.**
- d) Under emergency condition, Company may ask Contractor to run OIL's or third party tools/service using their unit or vice-versa, if technically found compatible. **The conditions for the same are given in Clause 2.3 below (CIS clause).**
- e) **Additional requirement, if any, of any of the tools mentioned in the Table above may need to be mobilized by the Contractor at the same rate, terms & conditions during the Contract period. In such a case, Company shall advise the Contractor to mobilize the same within a mobilization period of 30 (Thirty) days.**

1.4. DATA PROCESSING SERVICES:
TABLE – 2: LIST OF DATA PROCESSING SERVICES

SI No.	Service Code	Service	Post Processed data requirements
1	PS-1	Cement Evaluation And Pipe Inspection (for data acquired by tool code S-5)	Processing of data for Cement Evaluation & Pipe Inspection. i) Azimuthal mapping of Casing to cement bond, Micro-annulus. ii) Casing ID/OD for pipe corrosion
2	PS-2	Production logging services (for data acquired by tool code S-2)	Production Log Edit for Depth Matching and reporting, multi-phase hold-up diagnosis any kind of interpretation related to acquisition mode.
3	PS-3	Through tubing reservoir monitoring tool (3 Detector or more) (for data acquired by tool code S-4)	i) Processing of data of through Tubing Reservoir Monitoring Services (in-elastic & sigma mode) to evaluate hydrocarbon saturation behind casing, identify fluid contacts, porosity estimation, and identification of mineralogy etc. Quantification of oil, gas and water saturations. ii) Water flow velocity re-computation from acquisition data including manual picking of water velocity. All other answer products relevant to S-4 service.

NOTE ON TABLE – 2 LIST OF DATA PROCESSING SERVICES

- The **Table-2** describes the services for which data processing required and processing requirements. Successful bidders have to carry out processing of data acquired using tools/services against units offered by them.
- Bidders have to submit the processing with interpretation reports for the Service Codes PS-1, PS-2, and PS-3, cost of which is to be included in “operating cost per standard job” (Price proforma-B2 refers).
- In case of processing of data acquired with same tool in the same well and same hole section in one or multiple runs with or without overlapping depth sections, only one processing charge will apply for one hole section.

2. TECHNICAL REQUIREMENTS FOR WIRELINE LOGGING, PERFORATION, DATA PROCESSING AND INTERPRETATION SERVICES

2.1. ESSENTIAL CAPABILITIES REQUIRED FOR LOGGING UNITS:

The logging unit must have the following general facilities/capabilities:

- Online digital data acquisition and processing.
- Online display of logs on a video screen and scratch log on paper for depth control/match.
- Choice of linear and/or logarithmic scales for log display.
- Logging speed and tension must be recorded on all logs.
- 100% redundancy (Dual logging system) on recording to avoid loss of Rig time.
- Down-hole tools offered by Bidder must be of recent generation. Down hole tools should have down-hole digitization, wherever applicable.
- Tools and equipment must have minimum temperature rating of 230 degrees C (450 degrees F) and minimum pressure rating of 15,000 psi.**
- Facilities for logging of deviated wells with deviation up to 40-45 degrees. Therefore, the logging unit must have all required accessories like flexi/ knuckle joints and hole finders etc.
- Contractor must provide compressor unit with accessories for adequate pressure maintenance (compressed air) during any logging operations such as but not limited to “live-well cased hole perforations”.

2.2. Other Essential Equipment & Conditions to be fulfilled:

- Refurbished tools or equipment shall not be deployed against the Contract.
- Technical Specifications of the tools and equipment required for the services are mentioned in **Annexure-B**.
- Environmental correction charts for different tools as shown in **Annexure-C** must be provided.
- The required calibration equipment and verifiers for calibrating all the tools/ equipment mobilized against the Contract must be made available at Contractor’s base where unit is asked to mobilize throughout the Contract period.
- All radioactive sources, storage and handling tools/equipment in accordance with International safety standards and also the AERB’s guidelines on safety and security of the radioactive sources.
- Perforation charges, power charges, detonators, detonating cords and explosive materials to be available in the form of sizes and packing in accordance with IATA rules and standard for air freighting.
- Contractor must keep the necessary fishing tools/kits for carrying out fishing operations of their all down hole tools.

viii. Contractor must keep the necessary cable splicing kit to repair the cable as and when required.

2.3. CUSTOMER INSTRUMENT SERVICE (CIS): Customer Instrument Service (CIS) charges are payable for running tools and/or services of OIL and/or other Contractors utilizing Contractor's unit and/or cable or vice versa, under mutual agreement between Contractor and other Contractor/OIL duly endorsed by the Company. CIS shall be availed under operational exigency, subject to technical suitability. CIS payment will be governed as follows:

i) **For Contractor providing Unit/ Winch/Cable System:**

One CIS charge in addition to charges as per unit provider Contract will be payable from rig up to rig down. In addition 10% of CIS Charges will be payable for each run in the well (irrespective of outcome of the run) carried out by third party. Contractor will provide cable, winch system, well head system/assemblies and operate the winch to lower the tool through his cable/system. Contractor will also provide assistance in interfacing.

ii) **Contractor providing Tool(s)/Services:**

One CIS charge will be payable from rig up to rig down, irrespective of number of tools, for arrangement in addition to rental, operating and other charges as per tool/service provider Contract. In addition 15% of CIS Charges will be payable only for successful run of each tool. Additional equipment and specialist are to be provided by tool/ service Contractor for interfacing with third party Unit/Winch/Cable System and operating the tool.

iii) Bidders have to agree for running tools and/or services of OIL and/or other Contractors utilizing Contractor's unit and/or cable or vice versa, under mutual agreement between Contractor and other Contractor/OIL, provided the same is technically compatible.

2.4. Data Processing & Interpretation Requirements

2.4.1. **At Well Site:** Logging truck must be equipped to carry out quick look processing at the well site.

2.4.2. **At Data Processing Centre:** Bidder should have a data processing center within India with experienced processing and interpretation geoscientists / engineers for carrying out detailed processing of the data. Details of data processing services required are given in **Table- 2** above.

i. The Data Processing Geoscientists / Engineers must have minimum **4 (four) years' experience** in processing and interpretation job as mentioned in Table-2 (para1.4 above).

ii. The data processing and interpretation Geoscientists /Engineers will have to carry out detailed processing of the data and submit the **result within 48 hours** from the time the survey is completed/ after handing over the recorded data to Contractor at Kakinada, KG Basin. Processed / interpreted data must be submitted by bidders representative stationed at KG Basin base.

iii. Transfer of raw / processed data between Contractor's KG Basin base and processing / interpretation Centre is Contractor's responsibility and Company will not pay any additional charge for it.

iv. Details of the data processing facilities at the processing Centre and its location must be submitted along with the bid.

v. **Data processing Geoscientists / Engineers must visit OIL office Kakinada at least once in a month for interaction with OIL's geo-scientists for discussion on job planning, processing result, service quality issues etc.**

vi. OIL's Geoscientist may time to time visit Contractor data processing Centre for input during data processing and knowledge exchange/work association. Company shall bear the cost of travel, accommodation for its Geoscientist to Contractors processing Centre. Contractor has to provide working space and facility to company's Geoscientist at their data processing Centre free of cost during the period of visit.

vii. Bio-data of the processing personnel showing required experience and expertise **must be submitted with bid document as well as before mobilization.**

viii. The requirement of detailed processing of the services is given in **Table-3**. The processed data should be submitted both in **hard copies (two sets)** and **soft copies (two set)**. The scale of the hard copies should be as per industry standard. Processed output (digital data) should be of LAS/LIS/DLIS to be submitted

in DVD. Soft copy of the reports, figures, processed log etc. should be presented in PDF/Tiff or similar format and should be submitted in DVD.

- ix. In case of processing where second opinion is required for interpretation, the same must be made available by the Contractor from their other bases in India/abroad. Company will not provide equipment (viz. licensed satellite/Electronic media/Landlines etc.) necessary to transmit data to and from its Computer Center. Data transmission will be the responsibility of the Contractor.

2.5. Provision for Back-Up Tools & Services:

The Contractor may choose to keep extra tools /services / Equipment's including latest upgrade / new version as back-up in order to provide un-interrupted service. Such tool(s) need to be inspected for acceptance by the Company before deployment for any job. However, OIL will not pay any charges for such back-up tools.

2.6. Experience of Logging Engineer:

- i. The Contractor has to provide logging engineer(s) and crew for the unit.
- ii. The personnel provided for carrying out wireline logging, perforation and other associated operation must be competent, qualified and trained in specific line of operations.
- iii. The logging engineer(s) deployed must have **at least three (3) years relevant experience** of carrying out wireline logging and perforation and related services as specified in Bid Document. He must be able to handle independent assignments and must have logged at least 10 wells in an independent capacity in earlier assignments on the original bid closing date.
- iv. The logging engineer(s) for the unit is to be based at Kakinada or any designated base camp site where the unit is deployed.
- v. Detail bio-data of the logging engineer and the crew personnel including their experience must be submitted to OIL at the time of bidding as well as before mobilization in **Proforma vide Annexure-D**.
- vi. **The Contractor may keep additional Logging Engineer(s) at their own cost to effectively carry out the job.**

2.7. Vintage of Equipment, Units & Tools:

- i. The unit must be State of the Art (latest version of Full Maxis 500, LOGIQ, ECLIPS or equivalent) capable of running all the tools and services under the Contract. Down-hole tools must be of recent generation. Down hole tools should have down-hole digitization, wherever applicable.
- ii. Units/tools/equipment deployed / to be deployed can be replaced by their latest upgrade / new version at the same rates, terms and conditions of the Contract after approval of OIL to that effect subject to the condition that they meet or exceed the Contract specifications and performances.
- iii. All Tools, Equipment and Unit required for the services should be of latest version and **should not be more than 7 (seven) years old** as on the bid closing date.

2.8. Deliverables

Log data recorded have to be submitted as follows:

- i. **Well site data submission:** Immediately after recording:
 - a) Digital data have to be submitted in CD/DVD/USB in LIS/DLIS and LAS format. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should be submitted in CD/DVD/USB.
 - b) Paper prints of each log suite to be submitted in 1:500 & 1:200 scale, two sets in each scale.
- ii. **Final data submission:** Final data to be submitted within three (3) days of recording as follows:
 - a) Digital data in CD/DVD in LIS/DLIS and LAS format with proper label showing well name, service run etc. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should be submitted in CD/DVD/USB
 - b) Paper prints of each log suite in 1:500 & 1:200 scale, two sets in each scale showing acquisition/calibration information & header information.
- iii. One print of each log suite on film, both in 1:500 & 1:200 scale.

3 TENTATIVE VOLUME OF SERVICES:

For the purpose of computation of operating charges, the broad assessment of number of jobs envisaged for the entire Contract period are given below in **Table-3(a) & 3(b)**:

TABLE - 3

TABLE - 1: LIST OF STANDARD & SPECIAL REQUIRED SERVICES

S. No.	OIL's Code	Service Description	No. of tools / services required	Tentative No. of jobs
A. Standard Equipment / Tools /Services:				
1	A-1	Natural Gamma Ray services.	1	10
2	A-2	Stuck up Detection and Back-off Services.	1	2
3	A-3	Downhole Tension Services.	1	10
4	A-4	Cement Bond evaluation services including variable density type of logging	1	4
5	A-5	i) Bridge plug Setting	1	4
		ii) Retainer Packer Setting	1	2
		iii) Junk Basket	1	2
6	A-6	Retrievable and Semi Expandable Through Tubing Perforation gun with deep penetration charges (6spf). i) 0° phasing (Uni-phasing) ii) Spiral	1	2
7	A-7	Casing gun Perforation. i) Casing gun perforation with deep penetration charges(6spf). ii) Casing gun perforation with Big hole charges (6spf).	1	1
8	A-8	Casing Collar Locator Services (CCL)	1	10
9	A-9	Shooting Gamma Ray Services for		
		i) Through Tubing Perforations	1	10
		ii) Casing Gun Perforations	1	10
10	A-10	Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services		
		i) Explosive jet cutter	1	2
		ii) Severing tool	1	2
		iii) Split Cutter	1	2
11	A-11	Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	1	2
12	A-12	Through Casing Cement dump bailer	1	2

B. Special Equipment / Tools/services: to mobilize / demobilize as per requirement				
13	S-1	i) Through tubing bridge plug ii) Through-tubing cement dump bailer	1	2
14	S-2	Production Logging Services (PLT)	1	2
15	S-3	Tubing Conveyed Perforation Services (Including all accessories/ equipment required for achieving underbalance condition and killing of the well)	1	1
16	S-4	Through tubing reservoir monitoring tool (3 Detector or more)	1	1
17	S-5	Cement Evaluation and Pipe Inspection	1	1
18	S-6	Down Hole Video	1	2
19	S-7	Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services ii) Mechanical Cutter	1	1

NOTE ON TABLE - 3

- i) The number of jobs indicated above is for purpose of estimation of the Contract cost only and payment shall be made based on the actual number of jobs performed during the Contract period.
- ii) Unless otherwise stated bridge plugs and packers will be supplied by OIL. Contractor has to provide necessary plug/packer setting tools as well as adapter kits for plug /packer setting.
In case of Plugs/Packers other than “Baker Make”, adapter kit will be provided by Company.

PROJECT INFORMATION

1. Introduction

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). However, due to non-availability of Government / Statutory permission in some parts of area falling under Forest, Coringa Wildlife Sanctuary, CRZ area including other surface facilities like installation of Pipeline, the total block area was reduced to 353 Sq.Km (present exploration area).

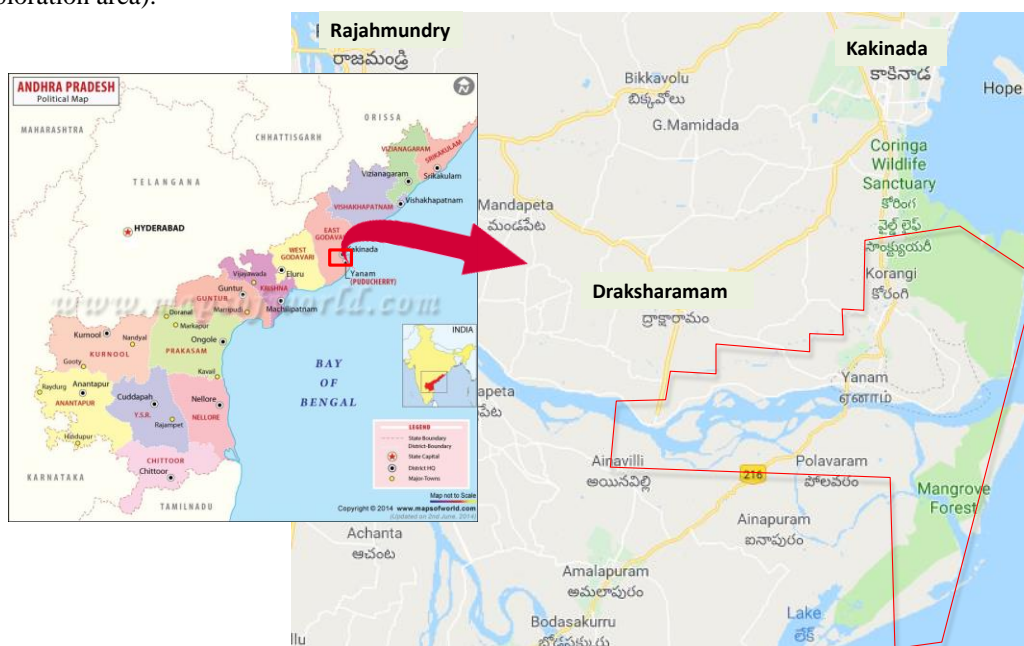


Figure-1a: The location of the Block KG-ONN-2004/1 in KG basin

2. Brief on Geology:

The Krishna-Godavari basin is a peri-cratonic 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:










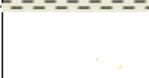
AGE	Ma	Formation	Lithology	Expected Fm. Top range (m)	Lithologic Description
Recent	0.01	Rajamundry Sst./ Godavari Clay		Not defined	-Brick colored ferruginous s.st.
Miocene	23	Narsapur Clay St.			-Clay stone expected
Oligocene	34	Matsyapuri Sst.		500- 700	-S.st with Shale/clay interbeds
Eocene	56	BMP Lst		600- 950	-Mainly L.st
		Pasarlapudi Fm.			-Shale with lenticular sand bodies
		Palakollu Shale		1000-1650	-Mostly shale; possible channel sand in the area
Paleocene	65	Razole Fm.			-Present at northern part but some remnant possible in parts of the area
Cretaceous	145	Raghavapuram Shale/ Chintalapalli Shale		1400- 2400	-Dominantly shale. channel sand bodies expected
		Gollapalli S.st.		4700-5900	-Dominantly syn -rift sandstone with shale interbeds -Absent in the northern part or very thin cover of sediment in parts of the area
Archean	3800			3700- 8500	Metamorphic/ quartzitic Basement

Figure 2: Lithology

3. COMMUNICATION TO THE BLOCK:

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

Nearest Airports :	Visakhapatnam	180 kms
	Rajahmundry	70 kms
Nearest Sea Port:	Kakinada	15 kms
Nearest Railway Junctions:	Samalkot	20 kms
	Kakinada	5 kms
National Highway:	NH-5	

4. Wells Information

- i) **Wells:** Wells are vertical (1-20) and deviated (S-bend or J bend). Normal hole size for cased-hole logging are 13 3/8 inch, 9 5/8 inch, 7 inch & 5 1/2 inch. However, logging may need to be carried out in smaller tubing of size 3 1/2" also. Generally, depth of the wells ranges from about 3500 m to 5000 m.
- ii) **Mud System:** Commonly used mud system are Bentonite spud mud, Water Based Bentonite Mud, Salt saturated mud, Non Damaging Drilling Fluid (NDDF)
- iii) **Formation Temperatures:** Upto 450⁰F
- iv) **Formation Pressures:** Upto 15000 psi
- v) **Formation water salinity:** 6000 ppm to 20000 ppm
- vi) **Perforations:** Normal tubing size- 2.7/8". Both through tubing (2¹/₈ inch & 1¹¹/₁₆ inch guns) and casing (3³/₈ inch, 4 inch & 5 inch guns) perforations are carried out. In both these cases shot density of 6 shots/ft perforations are carried out. Occasionally perforation in 9⁵/₈ inch casing, in wells with prospects behind 9⁵/₈ inch casing have to be carried out. There are plans to use tubing conveyed perforations with large entry holes and deep penetration charges for perforation in wells with large skin.
- vii) **Workover Operation:** In workover operations the normal wire line logging services required are: CBL-VDL-GR-CCL, CAST-V/USIT, Gamma ray, temperature, PLT, tubing/casing cutting, tubing puncture, retainer packer and bridge plug setting and perforations.

TECHNICAL SPECIFICATIONS

The technical specifications of the Unit/tools/services required are given below (Annexure-B.1 to Annexure B.22).

NOTE

- A. All the Bidders must fill up the tables in **Annexure-B1 to Annexure B22** below and declare their tool specifications against OIL's required specification for each service and mention compliance/non-compliance to OIL's required specifications.
- B. Technical literature / brochures must be submitted in support of the required features of tools / equipment's and the same must be referred with compliance/non-compliance declaration. If any required feature is not appearing in the technical literature / brochures, the bidder need to specifically confirm availability of the same feature with suitable reference. Bidder should indicate their offered feature including additional features where ever required.

SERVICE: LOGGING UNIT

Service Code : TR-1		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
SPECIFICATIONS	1.The logging unit must be Heavy duty truck mounted logging unit with state-of-the-art digital recording system, should have 6000 m of high strength cables (new & unspliced cable at the time mobilization).		
	2. The unit must be capable of carrying out operations as mentioned in the scope of work and perforation services available with Contractor Upto a maximum depth of 5000 m in vertical/deviated hole.		
	3.Unit should have latest version of surface recording system to meet operational requirement along with printer and DVD writer. The system must have 100% redundancy (dual logging system) for central processor, power supply to tools, operating system software and data acquisition software.		
	4. The unit must have Double drum/ split drum fitted with multi conductor and mono conductor cables/Single drum(drum with either mono/multi conductor cable mounted as per operational requirement). H2S resistant(conc. of sour gas Upto 70 ppm of H2S) Mono Conductor Cable [i] 7500 m of high breaking strength multi conductor cable (new & unspliced cables at the time mobilization). [ii] 7500 m of mono conductor cable (new & unspliced cables at the time mobilization).Both the cables need to be rated for HPHT operations (Temp Upto 450 °F / Pressure 20000 psi).		
	5. The unit must have quick look Processing capability		
	6. Facility to accurately measure mud cake & mud filtrate resistivity at site.		
	7. The unit must have all miscellaneous requirements for carriage of tools, explosives, radioactive sources etc. required to perform.		
	8. The logging cabin must have seating place for the witness attending the logging job.		

<u>SERVICE: WELLHEAD CONTROL EQUIPMENT (BOP)</u>			<u>ANNEXURE - B2</u>
Service Code: TR-2		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
SPECIFICATIONS	Wellhead Control Equipment (BOP) for Standard Logging Cable for its use in CBL under pressurized condition and for casing gun perforations: Rated 15000 psi .		

<u>SERVICE: PRESSURE CONTROL EQUIPMENT FOR THROUGH TUBING OPERATIONS</u>			<u>ANNEXURE - B3</u>
Service Code: TR-3		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
SPECIFICATIONS	Pressure Control Equipment <u>coupled with Grease Injection</u> for Through Tubing Operations within <u>3 ½" & 4 ½" tubing string (for Monobore) on a flowhead or tree (connections to be determined)</u> for slim cable-15 K psi		

<u>SERVICE: FISHING EQUIPMENTS</u>			<u>ANNEXURE - B4</u>
Service Code: TR-4		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
SPECIFICATIONS	i)Fishing Equipment for all tools of unit for Cased Hole operations. ii) Fishing kit (including adaptors) for fishing of down -hole tools for cut and thread method and open ended fishing.		

<u>SERVICE: NATURAL GAMMA RAY SERVICE</u>				<u>ANNEXURE – B5</u>
Service Code: A-1		Bidder's Code:		
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance	
MEASUREMENTS	Tool to measure total GR in API units			
RANGE:	0 to 1000 API, linear response from 0 to 200 API			
ACCURACY:	+/- 5 API			
TOOL DIAMETER:	3.125 in (Minimum bore hole size 3.875 in and Maximum bore hole size 24 in)			
TEMPERATURE RATING:	500°F			
PRESSURE RATING:	30000 psi			

<u>SERVICE: STUCK-UP DETECTION AND BACK-OFF SERVICES</u>				<u>ANNEXURE – B6</u>
Service Code: A-2		Bidder's Code:		
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance	
MEASUREMENTS:	Percentage free in stretch and in torque (including log presentation) for tubing, casing and drill pipe.			
TOOL DIAMETER:	Suitable for all pipe sizes from 2 7/8 inch to 9 5/8 inch Tubulars/casing			
TEMPERATURE RATING:	475°F Minimum.			
PRESSURE RATING:	20000 psi minimum			
OTHER FEATURES:	Should be run with CCL			

<u>SERVICE: DOWNHOLE TENSION SERVICES</u>			<u>ANNEXURE-B7</u>
Service Code: A-3		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	down hole tension and compression during logging		
TEMPERATURE RATING	450°F Minimum.		
PRESSURE RATING	20000 psi minimum		

<u>SERVICE: CEMENT BOND EVALUATION SERVICES INCLUDING VARIABLE DENSITY TYPE OF LOGGING</u>			<u>ANNEXURE – B8</u>
Service Code: A-4		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	i) Cement Bond Evaluation Surveys including variable density type of logging based on sonic arrival amplitude. Recording under pressurized condition is also required.		
RANGE	i) Acoustic amplitude 0-100 mv ii) VDL 200-1200 micro-sec iii) GR 0-200 API, CCL. Travel time.		
VERTICAL RESOLUTION	2 feet or better		
TOOL DIAMETER	Tool diameter: Suitable for 9.5/8" , <u>11.3/4"</u> , 13.5/8" & <u>16"</u> OD casing/liner for CBL/VDL		
TEMPERATURE RATING	450°F Minimum.		
PRESSURE RATING	20000 psi minimum		

ANNEXURE – B9

SERVICE: A) BRIDGE PLUG SETTING
B) RETAINER PACKER SETTING
C) JUNK BASKET

Service Code: A-5		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	a) Bridge plug setting, retainer packer setting for 5.1/2" OD to 9.5/8" OD casing. b) Junk Basket for 5.1/2" OD to 9.5/8" OD casing		
TOOL DIAMETER	Industry standard to carry out in casing/liner sizes 5.1/2 inch, 7 inch & 9 ⁵ / ₈ inch		
TEMPERATURE RATING	450°F Minimum.		
PRESSURE RATING	20000 psi minimum		
OTHER FEATURES	i) Necessary Adapter kit for the above services to be provided by the contractor. ii) Combinable with CCL.		

ANNEXURE - B10

SERVICE: THROUGH TUBING PERFORATION (ZERO PHASING & SPIRAL)

Service Code: A-6		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	i) Through Tubing (for tubing of 2 7/8 inches OD and ID of 2.44 inches) Perforation (guns of sizes 2 inch / 2 1/8 inches with different shot densities, with standard and deep penetration charges, zero phasing & spiral, API RP43 /19B, compressive strength normalized to 5000 psi).		
RANGE:	Deep Penetration Charges- shot density 6 shots per foot with EHD minimum 0.26 inches and penetration minimum 23.7 inches for both Zero phasing and Spiral		
TOOL DIAMETER:	Industry standard suitable for tubing sizes 2 7/8 inches.		
TEMPERATURE RATING:	450°F Minimum.		
PRESSURE RATING:	20000 psi minimum		
OTHER FEATURES:	i) Should include surface equipment to perforate in under-balanced conditions and live wells. ii) Suitable to be operated using Crane/mast unit also.		

ANNEXURE - B11**SERVICE: CASING GUN PERFORATION USABLE WITH BIG HOLE AND DEEP PENETRATION CHARGES**

Service Code: A-7		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	Casing gun perforations (gun sizes 3.3/8 to 4.5 inches with +/- 1/8 inch) with normal shot density and high shot density. API- RP43/19B, compressive strength normalized to 5000 psi.		
RANGE	i)With EHD of minimum 0.7 inch and penetration of minimum 10.05 inches for Big hole charges, and ii) With EHD of minimum 0.34 inch and penetration of minimum 24.97 inches for deep penetration charges		
TOOL DIAMETER	Industry standard for wells of 5 ¹ / ₂ , 7 & 9 ⁵ / ₈ inch OD casing		
TEMPERATURE RATING	450°F Minimum.		
PRESSURE RATING:	20000 psi minimum		
OTHER FEATURES:	Combinable with CCL		

ANNEXURE – B12**SERVICE: CASING COLLAR LOCATOR SERVICES (CCL)**

Service Code: A-8		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	Casing Collar Locator (CCL) Services (Depth determination) for : a) Through tubing CCL with 1-11/16" or 2-1/8" OD b) Casing gun perforations CCL with 3-1/4" OD c) CBL/VDL and other cased hole services - DCCL		
TOOL DIAMETER:	Tool must be capable of running in through 2 ⁷ / ₈ "OD tubing 5 ¹ / ₂ " OD casing , 7" OD Casing and 9 ⁵ / ₈ " OD Casing.		
TEMPERATURE RATING	450°F Minimum.		
PRESSURE RATING:	20000 psi minimum		
OTHERS:	Combinability to all cased hole services.		

<u>SERVICE: SHOOTING GAMMA RAY SERVICES</u>			<u>ANNEXURE – B13</u>
Service Code: A-9		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	Shooting Gamma Ray Services for : i) Through Tubing Perforations ii) Casing Gun Perforations		
TOOL DIAMETER:	Tool must be capable of running in through : a) 2 ⁷ / ₈ inch OD tubing b) 5 ¹ / ₂ inch OD casing and c) 7 inch OD Casing. d) 9 ⁵ / ₈ inch OD Casing.		
TEMPERATURE RATING:	450°F Minimum.		
PRESSURE RATING:	20000 psi minimum		
<u>SERVICE: TUBING, DRILL PIPE, CASING CUTTING AND DRILL COLLAR SEVERING/COLLIDING SERVICES</u>			<u>ANNEXURE – B14</u>
Service Code: A-10		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
	i) <u>Explosive Jet Cutter for</u> 2 ⁷ / ₈ inch OD tubing 5 ¹ / ₂ inch OD casing 7 inch OD casing 9 ⁵ / ₈ inch OD casing ii) <u>Severing Tool for</u> a) 2 ⁷ / ₈ inch SLH 90 drill pipe b) 4 ¹ / ₂ OD drill-pipe c) 5 inch OD drill-pipe d) 6 ¹ / ₂ inch OD drill collar e) 8 inch OD drill collar f) 9 ¹ / ₂ inch OD drill collar iii) <u>Split Cutter tool for</u> a) 2 ⁷ / ₈ inch SLH 90 drill pipe b) 4 ¹ / ₂ OD drill-pipe c) 5 inch OD drill-pipe d) 6 ¹ / ₂ inch OD drill collar		

	e) 8 inch OD drill collar f) 9 1/2 inch OD drill collar		
TOOL DIAMETER	Suitable for above services		
TEMPERATURE RATING	450°F Minimum.		
PRESSURE RATING	20000 psi minimum		

<u>SERVICE: PUNCTURE SERVICES FOR 2.7/8" OD TUBING TO 5 " OD DRILL PIPE</u>			<u>ANNEXURE – B15</u>
Service Code: A-11		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
Services	To puncture 2 7/8 inch OD tubing to 5 inch OD drill pipe Note: PPF information of DP & DC shall be notified before mobilization.		
TOOL DIAMETER:	Tool must be capable of running in through above tubulars.		
TEMPERATURE RATING:	450°F Minimum.		
PRESSURE RATING:	20000 psi minimum		
<u>SERVICE: CASING CEMENT DUMP BAILER</u>			<u>ANNEXURE – B16</u>
Service Code: A-12		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	i) Through Casing cement dump bailer tool for dumping cement on bridge plug.		
HOLE SIZE LIMIT	To be capable of running through 5 1/2", 7" and 9 5/8" Casing.		
TEMPERATURE RATING	450°F Minimum.		
PRESSURE RATING	20000 psi minimum		
OTHER FEATURES	Positive Displacement Dump Bailer to place the cement plug (min. 3 metres, max. 4 metres; as required) above the Bridge Plug.		

<u>SERVICE: i) THROUGH TUBING BRIDGE PLUG FOR 5¹/₂, 7 & 9⁵/₈ INCH CASINGS</u>			<u>ANNEXURE – B17</u>
<u>ii) THROUGH TUBING CEMENT DUMP BAILER FOR 5¹/₂, 7 & 9⁵/₈ INCH CASING</u>			
Service Code: S-1		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
	i) Through tubing bridge pug setting tool with accessories for setting bridge plug in 5 ¹ / ₂ , 7 & 9 ⁵ / ₈ inch casing and 5 inch liners. ii) Through tubing cement dump bailer tool for dumping cement on bridge plug.		
TOOL DIAMETER:	To be capable of running through 2.7/8", 3.1/2" tubing.		
TEMPERATURE RATING:	450°F Minimum.		
PRESSURE RATING:	20000 psi minimum		
OTHER FEATURES:	i) The required plugs, adapter kits & Cement to be provided by the contractor. At any time Contractor shall have one plug available with them for each size of casing. ii) Positive Displacement Dump Bailer to place the cement plug (min. 3 metres, max. 4 metres; as required) above the through tubing Bridge Plug.		

<u>SERVICE: PRODUCTION LOGGING TOOL STACK SERVICES</u>			<u>ANNEXURE – B18</u>
Service Code: S-2		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	i. Temperature measurement: Platinum resistance thermometer with measurement range 5-450 deg C, resolution 0.01 deg or better, accuracy: +/- 1 deg C. ii. Pressure measurement: Quartz gauge measurements upto 20000 psi, resolution 0.1 psi or better, accuracy: +/- 20 psi. iii. GR, CCL iv. Fluid velocity measurement: a) Full bore spinner type flowmeter, with indication of direction of measurements. b) Fluid velocity measurement: Diverted basket flowmeter or equivalent for measurement of flowrate in low multi-phase flows in vertical or		

	<p>deviated well at stations along borehole with flow rate range 15-1000 bpd.</p> <p>v. Density measurement: Radioactive/Non-Radioactive type fluid density measurement, range 0 – 1.3 gm/cc, resolution 0.01 gm/cc or better, accuracy +/- 0.05 gm/cc</p> <p>vi. Water Hold up measurement– Capacitance or Resistivity based</p> <p>vii. Gas Hold up measurement- Refractive index or radioactive based.</p>		
TOOL DIAMETER:	Suitable for running through 2.7/8, 3.1/2 inch tubing into 4.1/2 inch, 5 inch, 5.1/2 inch, 7 inch, 9.5/8 inch casing/liners in wells.		
TEMPERATURE RATING:	450° F Minimum.		
PRESSURE RATING:	20000 psi minimum		

<u>SERVICE: TUBING CONVEYED PERFORATION SERVICES (3.3/8" gun system 6 spf, 7" and 4.1/2" gun systems 12 spf)</u>				<u>ANNEXURE – B19</u>
Service Code: S-3		Bidder's Code:		
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance	
	<p>Tubing conveyed perforation services using</p> <p>a) 3³/₈ inch TCP gun: 6 SPF</p> <p>b) 4¹/₂ inch gun: 12 spf</p> <p>c) 7 inch gun : 12 spf</p> <p><u>Service type</u></p> <p>i) shoot and pull mechanism</p> <p>ii) shoot and drop mechanism</p>			
FIRING HEAD:	<p>Following type of firing head is required :</p> <p>i) Mechanical firing head</p> <p>ii) Hydraulic firing head</p> <p>iii) Redundant firing head (Hydraulic + Mechanical or Hydraulic + Hydraulic)</p>			
OTHER ACCESSORIES:	<p>i) Radioactive Marker Sub</p> <p>ii) Crossovers</p> <p>iii) Bidder has to provide all other standard accessories of TCP assembly required for all TCP jobs.</p>			
CHARGE TYPE:	HMX, API- RP43/19B,			

RANGE:	i) For 5.1/2 inch casing using 3.3/8 inch gun: EHD of minimum 0.33 inches and penetration minimum 36.5 inches, ii) For 7" casing using 41/2 inch gun: EHD of minimum 0.38 inches and penetration minimum 24 inches (Phasing: 45°/135°) iii) For 9.5/8" casing using 7 inch gun: EHD of minimum 0.29 inches and penetration minimum 24 inches (Phasing: 45°/135°)		
TOOL DIAMETER:	To be capable of running through 5 1/2 inch, 7 inch and 9.5/8 inch casing		
TEMPERATURE RATING:	450° F Minimum.		
PRESSURE RATING:	20000 psi minimum		

SERVICE: THROUGH TUBING RESERVOIR MONITORING TOOL {Three (3) Detector or more}				<u>ANNEXURE – B20</u>
Service Code: S-4		Bidder's Code:		
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance	
	i) Tool should have an electronic neutron generator to produce 14 Mev fast neutrons with high resolutions three (3) detector or more based spectroscopy measurement system. ii) Tool outer diameter suitable to operate through tubing of 2 7/8 inch OD (ID: 2.44 inches). iii) Tool must be able to operate in three (3) independent modes: Carbon-oxygen, Sigma & Oxygen Activation modes providing different independent measurements.			
MEASUREMENTS	i) Pulsed neutron decay sigma and porosity. ii) Porosity measurement range : 0-60 p.u. iii) Pulsed neutron decay Ca/Si ratio and dual detector C/O, saturation measurement. iv) Measurements to determine oil, gas and water saturation in formation with low/ mixed and unknown water salinity, identification of formation fluid contacts, measurement of formation porosity, identification of mineralogy and lithology. v) Water, Oil & Gas saturation quantification. vi) Water velocity by oxygen activation principle for up and down flows behind pipes or inside casing in station mode.			
VERTICAL RESOLUTION	30 inches or better			
TOOL DIAMETER	Industry standard to log through tubing of size 2 7/8 inch OD (ID-2.44 inch)			
TEMPERATURE RATING	450° F Minimum.			

PRESSURE RATING	20000 psi minimum		
OTHER FEATURES	i) To be able to log in flowing and static condition. To be able to log in inelastic capture mode, capture sigma mode, sigma modes. ii) All run-time quality checks to be provided.		

<u>SERVICE: TOOL FOR CEMENT EVALUATION AND PIPE INSPECTION</u> <u>ANNEXURE - B21</u>			
Service Code: S-5		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
	360° evaluation of cement bonding with casings /liners, using ultrasonic / pizeo-electric signals / pulses.		
MEASUREMENTS:	i) Acoustic impedance image with resolution to distinguish, liquid, cement slurry behind casing. ii) Identification of cement channels or voids of width 1.25 inch or more. iii) Cement strength. iv) Mud attenuation and acoustic velocity.(optional; only if needed for cement map). v) Inside diameter and thickness of casing. vi) Casing corrosion evaluation.		
TOOL DIAMETER:	Industry standard to log wells completed with 5, 5 ¹ / ₂ , 7 & 9 ⁵ / ₈ inch casing/liner with high deviation upto 45°.		
TEMPERATURE RATING:	450° F Minimum.		
PRESSURE RATING:	20000 psi minimum		
OTHER FEATURES:	Processed data is required to be provided at well site as a standard presentation along with field logs. Note: Both Cement Evaluation and Pipe Inspection services must be carried out in a single run, using single tool or combination of tools.		

<u>SERVICE: DOWN HOLE VIDEO</u>			<u>ANNEXURE – B22</u>
Service Code: S-6		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	i) To see the downhole borehole condition, which include quality assurance, gas entry, water entry, fishing operations, detect casing or tubing leaks, spot mineral deposit, find scale corrosion and bacterial buildup. Examine the condition of downhole equipment, inspect the operation of downhole equipment, casing & perforation inspection and general problem identification. ii) Identifying fish in the hole and allow real-time viewing of moveable downhole structural equipment, such as safety valves opening and closing. iii) Should deliver video data to a CD in a mpg format as well as recording it to a VHS tape.		
TOOL DIAMETER:	To be capable of running in minimum 6 inch to max. 20 inch.		
TEMPERATURE RATING:	450° F Minimum.		
PRESSURE RATING:	20000 psi		

SERVICE: TUBING, DRILL PIPE, CASING CUTTING AND DRILL COLLAR SEVERING/COLLIDING SERVICES

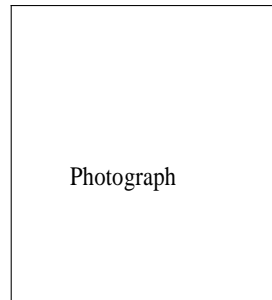
Service Code: S-7		Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
	<u>Mechanical Cutter for</u> a) 2 ⁷ / ₈ inch SLH 90 drill pipe b) 4 ¹ / ₂ OD drill-pipe c) 5 inch OD drill-pipe d) 6 ¹ / ₂ inch OD drill collar e) 8 inch OD drill collar f) 9 ¹ / ₂ inch OD drill collar		
TOOL DIAMETER	Suitable for above services		
TEMPERATURE RATING	450°F Minimum.		
PRESSURE RATING	20000 psi minimum		

REQUIRED ENVIRONMENT CORRECTION CHARTS

- I. **Compensated Acoustic Logging Tool and Cement Bond Tool:**
- a) Compaction correction charts, Charts for different lithologies, Delta T Vs porosity.
 - b) BL amplitude Vs Bond Index transformation and compressive strength chart.
- II. **Production Logging Tool:**
- a) Charts for evaluating solution gas-oil ratio at bubble point pressure or bottom hole pressure at given gas gravity.
 - b) Charts for formation volume factor down hole density at bubble point pressure.
 - c) Charts for down hole/surface density ratio or surface/down hole gas-vol. Ratio.
 - d) Spinner flow meter responses for high and low flow rates.
 - e) Fluid density meter friction effect chart.
 - f) Producing ratio charts.
 - g) Bubble flow regime charts.
- III. **Environmental Correction Chart for other Tool:** Environmental correction chart for other tools mentioned in the scope of work are also required.

PROFORMA FOR BIO DATA OF KEY PERSONNEL

ANNEXURE-D



1. NAME:
2. PRESENT ADDRESS:
3. PERMANENT ADDRESS:
4. FATHER'S NAME:
5. NATIONALITY:
6. PASSPORT NO. AND VALIDITY: (IN CASE OF
EXPATRIATE)
7. DESIGNATED POST:
8. EDUCATIONAL QUALIFICATION:
9. DATE OF BIRTH:
10. EXPERIENCE IN REVERSE ORDER:

END OF SECTION – II

SECTION III
SPECIAL CONDITIONS OF CONTRACT

1.0 MOBILISATION :

The Mobilization of the Unit(s) and the personnel shall be completed within 30 days from the date of receipt of the Letter of Award (LOA) issued by Company awarding the Contract or from the date of Mobilization Advice from the Company.

- 1.1 Subsequent Mobilization: Subsequent Mobilization of Special and Optional tools/service, if any should be completed within 30 days of Mobilization Notice from OIL.

2.0 AREA OF OPERATION:

- 2.1 The area of operation for Logging Unit shall be in OIL's operational areas anywhere within KG Basin, Andhra Pradesh State of India.

- 2.2 The Logging Unit with all services and crew will be based at Kakinada, Andhra Pradesh.

- 2.3 The Logging units along with all necessary materials required to carry out logging job, on OIL's requirements, may require to be based at well sites in far flung areas where well site camps will be established.

3.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 3.1 The Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes in the scope of Work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

- 3.2 There shall be free access to all the equipment of the Contractor during operations and idle time by Company's representatives for the purpose of observing / inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the Contract.

4.0 CONTRACTOR'S OBLIGATION:

- 4.1 The Contractor shall furnish full particulars of crews e.g. name, nationality, passport number, date and place of issue and expiry date of passport, father's name, date and place of birth, designation etc. along with recent photographs, 15 days before the start of activities. For the personnel assigned after commencement of the project, 15 days advance notification and prior approval of the person from the company is necessary.

- 4.2 The Contractor shall primarily and solely be responsible for obtaining customs clearance for importation into India of the Contractor's equipment, spare parts, consumables, tools etc. in connection with the execution of the work. Any demurrage in this process will be at the Contractor's cost.

- 4.3 The Contractor shall arrange the clearance of all equipment, spare parts, consumables, tools from customs and port authorities in India and shall pay all requisite port fees, clearance fees, transit agent fees, inland transportation charges from port to site etc.

- 4.4 The Contractor shall furnish to Company details of all equipment, duration of deployment of each equipment, spares and consumables to be brought into India three (3) weeks in advance of the date of shipment. These details shall include **year of manufacture, date of purchase, name of manufacturer / supplier, make, model, serial number, specifications, country of origin**, duration of deployment etc.

- 4.5 The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.

- 4.6 In the event of contractor's unit/tools/equipment are already available in India and operating for other operator, the necessary clearance from the earlier operator, DGH, Customs etc. should be obtained by contractor for transferring units/tools/equipment to the proposed contract before mobilizing the

unit/tools/equipment.

- 4.7 The Contractor shall arrange for transportation of their equipment/tools/ spares/consumables from Contractor's yard/site to Company's site and back at the end of the work at their own expenses.
- 4.8 The Contractor shall keep their equipment in good working order and shall begin the work with **sufficient spares, consumables & explosives for minimum 6 months period (in accordance with the work load given in the Contract)** and shall continuously replenish the same periodically to ensure uninterrupted services.
- 4.9 The Contractor will be required to provide the **logging services round the clock** as and when required by the Company.
- 4.10 Subject to **Clause 7.0** of this Section, the Contractor shall bear all expenses on account of repair/replacement of all their equipment etc. consequent upon any damage/loss/non-performance during the course of operation.
- 4.11 The contractor must have adequate first aid arrangement in their units as well as at base camp to meet the needs of their own personnel.
- 4.12 The Contractor shall be bound by laws and regulations of Government of India and other statutory bodies in India in respect of use of wireless sets, maps, charts, entry regulations, security restrictions, foreign exchange, work permits, customs & handling of explosives etc.
- 4.13 The Contractor shall bear all taxes & duties including road tax and insurance premiums for their vehicles brought to India or purchased in India including registration fees, fitness fees and road / goods taxes, pollution fees etc. including States entry taxes.
- 4.14 The Contractor shall bear all costs for transportation of their equipment and other materials including payment of Entry taxes during interstate transfer of their Unit(s), Tools, equipment, spare parts etc.
- 4.15 The Contractor shall use to the fullest extent all facilities available in India provided they are technically/operationally acceptable.
- 4.16 The Contractor, prior to commencement of contract shall submit a tool preventive maintenance system to exhibit that a pro-active / predictive system can be in place to avoid unforeseen down-time and submit monitoring report to the Company on monthly basis of such activities carried out by them.
- 4.17 The Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect.
- 4.18 **Health, Safety and Environment:** Contractor shall submit the safety manual and operating procedure manual well in advance to the Company for review and comments, if any. Contractor shall have to strictly follow all the HSE rules and regulations and follow safety rules practiced in a well-site and provide safety gears to their personnel. Logging Units must be fitted with safety equipment as per international practice. Contractor also needs to submit their Corporate HSE policy, highlighting the salient features to be followed in the well-sites. Safety gears viz. Shoes, Helmets, etc. must be replaced as per requirements.
- 4.19 **Pollution Control:** Contractor undertakes that substances or rubbish in any form originating from Contractor's equipment shall not be dumped or discharged at, or around the well location. However, in the event of such dumping 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, in the well location and the surrounding area.
- 4.20 The Contractor shall arrange all entry permits, Inner line Permits (ILP) etc. in respect of its staff deployed under the Contract. Company shall, however, issue necessary letters of authorization for obtaining I.L.P., if required, adequately in advance. Normally Contractor will request for issue of such letters at least three working days in advance.
- 4.21 The Contractor shall arrange for **security of their camp sites, fly camps, equipment, establishment, radioactive materials and explosives etc. while in Contractor's custody at their own cost.**

- 4.22 The equipment/tools to be furnished by the Contractor under this Contract is the Contractor's property and shall always remain in the possession of the Contractor with the exclusive right to use of such equipment/tools by the Contractor for providing services under this Contract.
- 4.23 The Contract price shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.
- 4.24 The Contractor shall provide the experienced personnel for carrying out the services. All the personnel offered must have adequate experience in respective field and should be fluent in English language. On Company's request, Contractor shall remove and replace at their expenses, any of their personnel whose presence is considered reasonably undesirable or performance is found to be poor in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completeness of mobilisation of the Contractor for start of operations.
- 4.25 The Contractor shall make his own arrangements for an operating base and maintain required facilities at a place of his choice but should be convenient and near to the Company's area of operation so as to ensure carrying out of Operations in timely and smooth manner in the Area of Operations and to facilitate periodical inspection. Contractor shall also maintain the required spare parts, tools and other consumables in order to keep the Unit, Equipment & Tools in working condition throughout the Contract period. Contractor shall not charge any amount for creating any base (including new base) in India, to provide the services to the Company.
- 4.26 The Contractor has to make their own arrangement for storage of explosives obtaining all necessary permissions etc. under Explosives Act 1884, the Explosives Substance Act 1908 and the Explosives Rule 2008 or later and also the directive given by the Chief Controller of Explosives, Nagpur, India, from time to time

5.0 RESPONSIBILITY FOR COMPLIANCE WITH AERB REGULATIONS

- 5.1 Contractor will obtain necessary licenses for storage of radio Active sources/materials for providing the services. However, OIL shall provide necessary assistance in the form of recommendatory letters for availing licenses/permissions. Contractor shall comply with the relevant sections of the Atomic Energy Act, 1962; Radiation Protection Rules, 1971, Atomic Energy Safe Disposal Rules, 1987 and all such statutory regulations as may be imposed by the Atomic Energy Regulatory Board in respect of all operations pertaining to the handling of Radio Active Sources and storage and transportation of the same.

6.0 COMPANY'S OBLIGATIONS:

- 6.1 The Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and its subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However, the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents.
- 6.2 The Company shall organize all possible help from local government/ administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel (chowkidars) etc. as well as all security for Contractor's personnel & equipment/ materials will be the responsibility of Contractor.

- 7.0 **LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:** Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Willful Misconduct or Gross Negligence on the part of the contractor for loss or damage to the contractor's equipment/ tool in hole below rotary table, subject to conditions prescribed herein below. Company shall at its option either reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of mobilization or subsequent replacement/ addition of the same equipment/ tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the contractor or at its option to replace similar equipment/ tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company only after contractor undertakes in prescribed format that the particular equipment/ tool is question is not covered by contractor's insurance. For any such loss/damage, the contractor must notify the Company in writing within one month from the date of the lost tool and claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier. The inspection of

recovered tools/ equipment from downhole needs to be made by the Company Representative before submission of the invoice by Contractor. OIL shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time.

7.1 MALFUNCTION OF EQUIPMENT /TOOLS:

If any tool/equipment malfunctions and cannot be repaired at well-site or base within 24 hours resulting in Contractor's failure to provide the requisite services, the tool or equipment will be under zero fixed charges with effect from last date of successful logging operation with that tool or equipment until it is repaired or replaced and a surface check or logging operation with that tool is performed to OIL's satisfaction. If the contractor fails to complete any job due to malfunction/failure of the Logging unit(s)(Item TR-1), then rental for all the tools/equipment's along with the Unit will be under zero fixed charges with effect from the last date of successful logging operation with that unit till the unit is made operational. **No operating charges shall be payable for malfunction services.**

7.2 No standby charge will be payable to the wireline logging unit, tools & equipment as well as personnel, if the unit is required to be parked at wellsite due to waiting for the upcoming jobs.

7.3 In case of malfunctioning of any tool, the Contractor will make good the Company the loss for idling of the rig @ **US \$ 920.00 per hour for logging operation to be carried out in drilling rig**. However, the rig loss time on account of the following shall be attributable to Company's account and shall be excluded from computation of time for aforesaid recovery:

- a. Waiting for Company's instructions/weather conditions/HSE hazards / due to day break as per Company's requirement.
- b. Round trip due to deterioration of well condition resulting in held ups or tool stoppage or actual time spent in negotiating tool stoppage and hold up while running in or pulling out due to bad borehole conditions.
- c. Standby time due to radio silence during perforating operations.

8.0 RADIOACTIVE MATERIAL:

In accepting any order to perform or attempt to perform any service involving the use of radioactive material, Company agrees that Contractor shall not be liable or responsible for injury to or death of persons or damage to property (including, but not limited to, injury to the well), or any damages whatsoever irrespective of the cause, growing out of or in any way connected with Contractor's use of radioactive materials. Company shall absolve and hold Contractor harmless against all losses, cost, damages and expenses incurred or sustained by Company or any third party irrespective of the cause excluding willful and gross negligence by Contractor or its agents, servants, officers or employees, resulting from any such use of radioactive material. In case of radio-active source lost in hole during logging operation, action will be initiated as per AERB guidelines.

9.0 LOG INTERPRETATION:

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

10.0 POLLUTION OR CONTAMINATION:

10.1 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 willful misconduct or gross negligence.

10.2 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
- b) Damage to or loss of any well
- c) Any other subsurface damage or loss, and
- 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.

11.0 FISHING: In case it is necessary for Company to "fish" for any of Contractor's instruments or equipment, Company assumes the entire responsibility for such operations. However, Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than assist/advise and consult with Company in connection with such "fishing" operations, and any fishing equipment furnished by Contractor is solely as an accommodation to Company and Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advise or assistance rendered to Company by Contractor's agents or employees irrespective of cause.

12.0 MONTHLY FIXED CHARGES: Monthly fixed charges for Units/ tools/equipment/services etc. supplied would be applicable from the date the Mobilization is completed and is certified by the Company's representative to be in readiness to undertake the operation/services, up to the date of demobilization/expiry of contract or till the date of de-hiring of any tools/ equipment's/services.

13.0 MOBILISATION AND DEMOBILISATION OF EQUIPMENT: Mobilization and Demobilization of the Contractor's equipment will be at contractor's base camp in Kakinada designated and approved by OIL. The charges thereof include all transportation and other charges. Company will not take any responsibility for mobilization and demobilization including transit insurance of the equipment.

14.0 DE-HIRING OF DEFECTIVE TOOLS AND EQUIPMENT AT BASE LOCATION :

14.1 **DE-HIRING FOR UNSATISFACTORY PERFORMANCE:** If the services of any tool or equipment mobilized is found to be unsatisfactory (not meeting the technical specification/requirements as per the Contract), the same shall be de-hired immediately and no de-mobilization charges shall be payable by Company for such de-hiring. The tools and equipment found defective at base location shall be replaced within 15 days from the date of notice

14.2 **DE-HIRING DUE TO NON- REQUIREMENT:** During the contract period, if Company feels that the services of any Special Tools and optional tools (as listed in Table -1) are not required any more seeing the applicability Special tools/services, Company may de-hire such tool or equipment by giving notice of 15 days.

END OF SECTION – III

SECTION – IV

SCHEDULE OF SERVICES/SCHEDULE OF RATES

SCHEDULE OF RATES: The rates and charges as indicated in **Price Proforma-B, B1, B2, B3 & B4**. The rates are defined as under:

- 1.0 **MOBILIZATION CHARGES: (Price Proforma- B1):**
- 1.1 Mobilization charge shall include all cost of mobilization of Standard Equipment/Tools/ Services, Special Equipment/Tools/services (Table-1, Scope of Work), viz., Units, personnel, equipment, tools, spares, consumables, accessories to base camp and shall include all foreign and local costs including port fees, port rent, any other customs clearance charges, inland transportation to Company's site, transit insurance, taxes and any other charges but excluding customs duty). In case of Special Equipment/Tools/services, mobilization charge will be paid only for those tools which have been advised for mobilization.
- 1.2 Mobilization charges will be payable after the date of commencement as certified by the Company.
- 1.3 Subsequent Interim Mobilization charge of Special Equipment/Tools/ services will be payable from the date it arrives at base camp where the Unit is mobilized and is certified by the Company's representative to be in readiness to undertake the operation/ services. Such charges are payable each time contractor mobilizes above category tool(s)/services on Company's request.
- 1.4 Mobilization charges for all the Units/Tools/Equipment/Services will be paid as per Price Proforma-B1.
- 2.0 **DEMobilIZATION CHARGES: (Price Proforma- B1)**
- a) Demobilization charges for Standard Equipment/Tools/Services, Special Equipment/Tools/services (Table-1) will be payable when the assignment of works under this contract is concluded to the satisfaction of Company and completion of re-export/**Block transfer** of all the re-exportable items/equipment/tools.
- b) Demobilization charges shall include all charges towards de-mobilization of Contractor's Standard Equipment/Tools /Services, Special Equipment/ Tools / Services (Table-1)& personnel from Company's site applicable from the date of issue of demobilization notice by Company to the Contractor till completion of re-export/**Block transfer** of all the re-exportable items.
- c) All charges connected with demobilization including transportation, insurance, fees, taxes and duties from the site to the place of origin of the equipment/tools/services/personnel including charges involved in Customs formalities for re-exporting to outside India will be to Contractor's account.
- d) Company shall give **10 days'** notice to Contractor to commence demobilization.
- e) Demobilization shall be completed by Contractor within 10 days of expiry / termination of the contract. Contractor will ensure that demobilization is completed within the aforesaid period. No charge whatsoever will be payable from the effective date of notice to demobilize.
- 3.0 **MONTHLY FIXED CHARGE: (Price Proforma- B1)**
- Monthly fixed charges for Tools, equipment, manpower etc. [Standard Equipment /Tools/ Services, Special Equipment/ Tools/services (Table-1 Scope of Work) supplied would be applicable from the date it arrives at base camp and is certified by the Company's representative to be in readiness to undertake the operation/services, up to the date of demobilization/expiry of contract. No rental charges shall be payable by Company for transit period between the Contractor's base and Company's base at designated camp and vice-versa. Monthly charges for Special tools, which may be mobilized for a specific period as per Company's requirements, would be applicable from the date it arrives at base camp and is certified by the Company's representative to be in readiness to undertake the operation/services, up to the date of expiry of mobilization period/expiry of contract.
- 4.0 **OPERATING CHARGES: (Price Performa- B2)**
- Operating charges include the charges for Standard services & special services as shown in Price Proforma-B2.
- i. **Depth Charge:**
- "Depth Charges" means the charges for running a down-hole tool inside the oil well for recording or for facilitating recording of requisite formation information of the reservoir or for carrying out any particular intended job, which is payable for the maximum depth below the rotary table of the rig the tool has descended

ii. **Survey Charges**

“Survey Charges” means the charges payable for recording requisite formation information of the reservoir by a down hole tool which is payable for the depth interval the tool has actually surveyed.

iii. **Flat Charges**

“Flat Charges” means lump-sum charges payable per occasion to do a specific down hole job for which the service is intended.

5.0 **TRANSPORTATION CHARGE: (Price Proforma-B)**

- i. The per trip transportation charge as shown in Price Proforma-B (Sl. No.4), for transportation of tools/equipment /spares/consumables etc. shall apply for each kilometers travelled beyond 150 km during a round trip to work site from Contractor’s base (or Base camp of far flung area). No transportation charge should be applicable for the round trips up to 150 kms, irrespective of number of jobs carried out.
- ii. For evaluation purpose, transportation charge for 3000 KM will be considered for the Unit. However, payments will be made at actual kilometer travelled in excess of 150 kms for each round trip.

6.0 **STANDBY CHARGE:**

No Standby charges shall be applicable for logging unit as well as the crew/engineers, for waiting at well-site due to non-readiness of the well for carrying out operations, after the expected time of well handover. Also, no standby charge will be payable, if the logging unit is required to be parked at wellsite after the completion of any job and it further needs to wait at wellsite for another upcoming job.

7.0 **CANCELLED OPERATIONS CHARGE: (Price Proforma B)**

If operations are cancelled after crew and/or equipment mobilized to site, the charges, if any, as shown in Price Proforma-B (Sl. No. 5) shall be applicable.

8.0 **INCOMPLETE OPERATIONS CHARGE: (Price Proforma B)**

If operations are cancelled after attempts to perform services and services cannot be completed due to adverse well conditions etc., the charges, if any, as shown in Price Proforma-B (Sl. No. 6) shall be applicable.

9.0 **DATA PROCESSING AND INTERPRETATION CHARGE:** Data Processing and Interpretation charges will be paid for each processing/interpretation service carried out as per advice of Company and will be payable item wise as per **Price Proforma-B3.**

10.0 **SCHEDULE OF PAYMENT:**

- 10.1 Contractor shall raise invoice for the mobilization charges when the entire equipment and personnel are ready at sites for starting the job as certified by Company authorized representative after verification/inspection.
- 10.2 For operating, monthly fixed, data processing charges, transportation charges etc., Contractor shall raise the invoice after completing service each calendar month.
- 10.3 Contractor shall raise on Company two invoices every month – one invoice for minimum charges equivalent to monthly fixed charges for equipment/ tools plus monthly personnel charges under the Contract and 2nd invoice for all the balance amount payable under the Contract for the month. All the invoices shall be raised as per Section-IV, Schedule of Rates/Price Proforma-B, B1, B2, B3 &B4.

NOTE TO BIDDERS ON PRICE BID FORMAT& PRICE RELATED CONDITIONS

- i) The bidder must indicate the currency of quotation.
- ii) Price shall be quoted only as per the format provided in the Tender Document.
- iii) No separate charges shall be applicable for accessories of units / tools other than those specified in the Price Format.
- iv) Charges towards rig-up, rig-down, data processing, processed data product and personnel including specialists etc., unless specified, shall not be payable separately. These charges may be built into the price components as given in the price formats, as and whenever applicable.
- v) 60 meters of overlap is to be provided at no extra cost whenever a section is logged in stages except for image data where overlap section should be 20 meters.

- vi) No separate rental or Usage charges shall be applicable for accessories with tools other than those specified in this price format.
- vii) If any of the segments in price ProformaB4 is not quoted, the corresponding cell(s) shall be clearly marked 'Not Quoted'.
- viii) If any of the columns is not applicable, the same may be marked 'NA'.
- ix) OIL reserves the right to hire additional Unit and / or tools any time during the contract period at the same rate, terms and conditions.
- x) The estimated workload (Period of hiring, number of jobs etc. given in the price format / evaluation sheet is indicative and for evaluation purpose only. Payment shall be made for units/tools actually hired / mobilized but subject to the number of units /equipment/tools awarded and work actually done.
- xi) Bidder should exercise due care and caution while quoting rates so that the bids are compliant with various stipulations, conditions and limits set out in the Tender. If a bidder has confirmed compliance of various stipulation /limit/ condition(s) set out in the tender in the techno-commercial bid but the stipulation/condition/limit is not satisfied in the price bid, the bid will be evaluated and ranked at the quoted rates but rates under the contract to be awarded shall be restricted to the extent that the stipulation/condition/limit is/are satisfied without increasing any of the quoted rates.

PRICE PROFORMA B1

- i) Mobilization charges of the Unit and Individual tools shall not exceed one month's rental charges of the Unit/tools.
- ii) Quoted mobilization charges should not be more than 7.5% of the Total Contract Value.
- iii) De-mobilization should not be less than 5% of the Total Contract Value.
- iv) Price for all Standard and Special tools required must be quoted.
- v) The total evaluated rental charges of the Unit including crew plus Standard and Special Tools for the Unit should not exceed 50% of the total estimated contract value.
- vi) The rental charges of logging Unit per month should not exceed 45% of the sum of the monthly rental Unit and Standard and Special Tools for the Unit.
- vii) Monthly rental charges should not be more than 5% of the CIF Value.
- viii) The special services can be Mobilized and Demobilized up to 3 times.

PRICE PROFORMA B2

- i) No deviation surcharge shall be applicable separately.
- ii) GR-CCL or GR log for correlation or depth control purposes in any combination should be at no separate charge.
- iii) Depth determination not preceding any other operation (DD-NPO): The first run with required size of dummy, GR, and /or CCL and any subsequent runs with variable, size, weight and length of dummy as ordered by OIL shall be treated as separate DD-NPO run and DD charges payable to such extent. Details of each charge shall be indicated on job completion report and verified by witness.
- iv) Depth Determination preceding any other operation (DD-PO): One run for each depth determination/hole probing required to any such operation such as perforation/wireline cutter/ string shot/ junk basket before plug, packer setting and any through tubing operation with PLT, and other tool should not carry any additional charge to OIL as quoted charge for the service should be inclusive of dummy run. If the first such run does not descend to the desired depth, it shall be treated as DD-PO run. In such case, if OIL decides to run the ordered service and job is completed, no DD charge shall be payable. However on the event of ordered service cannot be completed, then one DD charge will be payable.
- v) **Bidders have to submit the processing with interpretation reports for the Service Codes PS-1, PS-2 and PS-3 cost of which is to be included in "operating cost" (Price proforma-B2).**
- vi) Total Operating charges of any tool/equipment/service, including processing charges wherever applicable, should be between 50% and 100% of Total monthly rentals of that particular tool/equipment/service.

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

- i) During force majeure, Contractor shall be paid 50% of normal rental/fixed charges for the equipment and personnel quoted.
- ii) The Force Majeure Rate shall be payable during the first 15 (fifteen) days period of force majeure condition. No payment shall accrue to the Contractor beyond the first 15 (Fifteen) days period unless mutually agreed upon.

12. GENERAL NOTES:

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

END OF SECTION IV

END OF PART-3

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 **CEG9682L19**. 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 risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

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

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

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

A.BARUAH

.....
(For the Principal)

.....
for the Bidder/Contractor

Place .Kakinada
Date:08.11.2018

Witness 1 :
Witness 2 :

PROFORMA – A

**LIST OF ITEMS (EQUIPMENT, TOOLS, ACCESSORIES, SPARES & CONSUMABLE)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE**

Details of equipment to be incorporated as per format given below:

Sl #	Item Description	Qty /Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable?	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "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.

To be digitally signed by Bidder's Authorized signatory

CLARIFICATIONS OF PRICE PROFOMA-B1 & B2:

<p><u>Price Profoma-B1</u> i) Monthly rental charges should not be more than 5% of the CIF Value. ‘=K;U;</p> <p><u>Price Profoma-B2</u> ii) Operating including processing charges wherever applicable should be between 50% and 100% of monthly rentals of that particular tool/equipment/services.</p>	<p>(i) Clauses Price Proforma-B1(vii) & Price Proforma -B2 (vi) are not applicable for Service Codes: A-6, A-7, A-10, A-11 & S-3. <u>A-6:</u> Through tubing perforation with deep penetration charges. <u>A-7:</u> Casing gun perforation with big hole and deep penetration charges. <u>A-10:</u> Tubing, Drill Pipe, Casing cutting & Drill collar severing services. <u>A-11:</u> Puncture services for 2.7/8” tubing to 5" OD Drill pipe. <u>S-3:</u> Tubing conveyed perforation services</p> <p>Apart from above services, OIL will compare rental of each tool to not exceed 5% of CIF value of respective tool. OIL will also compare total operating including processing charges wherever applicable. These should be between 50% and 100% of total monthly rentals of that particular tool/equipment/services</p>
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PRICE PROFORMA-B

Specify Currency Quoted: _____

TOTAL COST FOR UNIT						
Srl No.	PARTICULARS		JOB UNIT	QTY	Rate per JOB Per UNIT	TOTAL COST
1	Total Charges for mobilisation /demobilization of all standard equipment's/service ,Crew and Special tools covered under Price Proforma-B1 (Copy from Price Performa B1) T1	All standard equipment's/service and Crew covered	Lump Sum	1		
		For Special tools	Lump Sum	1		
2	Total monthly rental charges for all standard equipment's/service, Crew and Special tools covered under Price Proforma-B1 (Copy from Price Performa B1) T2	All standard equipment's/service and Crew covered	Lump Sum	1		
		Special tools	Lump Sum	1		
3	Total operating charges standard equipment's/service and Special tools (Copy from Price Performa B2) T3	All standard equipment's/service and Crew covered	Lump Sum	1		
		Special tools	Lump Sum	1		

4	Transportation of unit, cre07yw to the location & back for distance beyond 150 kms per trip (Distance of 3000 km considered for evaluation) T4		Per Km	3000		
5	Cancelled Operation Charges (Job cancelled after unit mobilised to site) T5		Per Job	5		
6	Incomplete operations charges for services T6		Per Job	5		
	TOTAL CONTRACT COST(T)					

Notes:

1. To quote the Cost of the Logging Unit for 6 months of operation, including all taxes & duties except Basic Customs Duty & GST which are extra to OIL's account.
2. All rates must be net of all discounts (Digressivity if offered will not be considered for financial evaluation of the Bids).
3. The number and type/details of jobs indicated are given for commercial evaluation only which are purely tentative and may fluctuate. Payment to Contractor shall be made on the basis of actual work done.
4. Bidder to Quote here for Serial Nos. 4,5 &6. Other items will be reflecting from the other Price Proforma

MOBILISATION / DEMOBILISATION CHARGES.**PRICE PROFORMA-B1**

Currency Quoted: _____

SL. NO	DESCRIPTION OF SERVICE	UNIT	QUANTITY	UNIT PRICE	TOTAL
Standard Services/ Equipment, Truck and Personnel/Crew					
1a	Mobilisation charge for Logging unit	LSM	1		
1b	Demobilisation charge for Logging unit	LSM	1		
2a	Mobilisation charge for Wellhead Control Equipment (BOP)	LSM	1		
2b	Demobilisation charge of Wellhead Control Equipment (BOP)	LSM	1		
3a	Mobilisation charge for Pressure Control Equipment for Through Tubing Operations	LSM	1		
3b	Demobilisation charge for Pressure Control Equipment for Through Tubing Operations	LSM	1		
4a	Mobilisation charge for Fishing Equipment	LSM	1		
4b	De-Mobilisation charge for Fishing Equipment	LSM	1		
5a	Mobilisation charge for Personnel/Crew	LSM	1		
5b	De-Mobilisation charge for Personnel/Crew	LSM	1		
6a	Mobilisation charge for Natural Gamma ray services	LSM	1		
6b	De Mobilisation charge for Natural Gamma ray services	LSM	1		
7a	Mobilization charge for stuck up detection and back-off service	LSM	1		
7b	Demobilisation charge for stuck up detection and back-off service	LSM	1		

7a	Mobilisation charge for Downhole Tension Services	LSM	1		
7b	De Mobilisation charge for Downhole Tension Services	LSM	1		
9a	Mobilisation charge for Cement Bond evaluation services including variable density type of logging	LSM	1		
9b	De Mobilisation charge for Cement Bond evaluation services including variable density type of logging	LSM	1		
10a	Mobilisation charge for Bridge plug Setting	LSM	1		
10b	Demobilisation charge for Bridge plug Setting	LSM	1		
10c	Mobilisation charge for Retainer Packer Setting	LSM	1		
10d	Demobilisation charge for Retainer Packer Setting	LSM	1		
10e	Mobilisation charge for Junk Basket	LSM	1		
10f	Demobilisation charge for Junk Basket	LSM	1		
11a	Mobilization charges for retrievable and semi-expandable through tubing perforation with standard and deep penetration charges	LSM	1		
11b	Demobilization charges for retrievable and semi-expandable through tubing perforation with standard and deep penetration charges	LSM	1		
12a	Mobilisation charge for Casing gun perforation with deep penetration and Big hole charges.	LSM	1		
12b	Demobilisation charge for Casing gun perforation with deep penetration and Big hole charges.	LSM	1		
13a	Mobilisation charge for Casing Collar Locator Services (CCL)	LSM	1		
13b	Demobilisation charge for Casing Collar Locator Services (CCL)	LSM	1		
14a	Mobilisation charge for Shooting Gamma Ray for Through Tubing Perforation	LSM	1		
14b	Demobilisation charge for Shooting Gamma Ray for Through Tubing Perforation	LSM	1		
14c	Mobilisation charge for Shooting Gamma Ray for Casing Gun Perforation	LSM	1		

14d	Demobilisation charge for Shooting Gamma Ray for Casing Gun Perforation	LSM	1		
15a	Mobilization Charges for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using explosive jet cutter	LSM	1		
15b	Demobilisation charge for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using explosive jet cutter	LSM	1		
15c	Mobilisation charge for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Severing/Colliding tool	LSM	1		
15d	Demobilisation charge for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Severing/Colliding tool	LSM	1		
15e	Mobilisation charge for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Split Cutter	LSM	1		
15f	Demobilisation charge for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Split Cutter	LSM	1		
16a	Mobilization charges for puncture service for 2-7/8"OD tubing to 5"OD drill pipe	LSM	1		
16b	Mobilization charges for puncture service for 2-7/8"OD tubing to 5"OD drill pipe	LSM	1		
17a	Mobilization charges for through casing cement dump bailer	LSM	1		
17b	Demobilisation charges for through casing cement dump bailer	LSM	1		
Total for all Standard Services/ Equipment, Truck and Personnel/Crew					
SPECIAL EQUIPMENTS & SERVICE					
18a	Mobilization charges for i) Through tubing bridge plug ii) Through-tubing cement dump bailer	LSM	1		
18b	Demobilisation charges for i) Through tubing bridge plug ii) Through-tubing cement dump bailer	LSM	1		
19a	Mobilization charges for Production logging services	LSM	1		
19b	Demobilization charges for Production logging services	LSM	1		

20a	Mobilization charges for tubing conveyed perforation services (including all accessories/equipment required for achieving underbalanced condition and killing of the well)	LSM	1		
20b	Demobilization charges for tubing conveyed perforation services (including all accessories/equipment required for achieving underbalanced condition and killing of the well)	LSM	1		
21a	Mobilization charges through tubing reservoir monitoring tool service(3 detector or more)	LSM	1		
21b	Demobilization charges through tubing reservoir monitoring tool service(3 detector or more)	LSM	1		
22a	Mobilization charges for tool for cement evaluation and pipe inspection	LSM	1		
22b	Demobilization charges for tool for cement evaluation and pipe inspection	LSM	1		
23a	Mobilization charges for Downhole Camera	LSM	1		
23b	Demobilization charges for Downhole Camera	LSM	1		
24a	Mobilisation charge for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Mechanical Cutter	LSM	1		
24b	Demobilisation charge for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Mechanical Cutter	LSM	1		
Total for all Special Equipment's & Service					

RENTAL CHARGES FOR VARIOUS LOGGING EQUIPMENTS/SERVICES

CURRENCY:

Sl. No.	DESCRIPTION OF SERVICES.	CIF VALUE	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
STANDARD SERVICES/ EQUIPMENT, TRUCK AND PERSONNEL/CREW						
1	Monthly rental for Logging Unit.		MONTH	6		
2	Monthly rental for wellhead Control Equipment (BOP)		MONTH	6		
3	Monthly rental for Pressure Control Equipment for through tubing operation.		MONTH	6		
4.	Monthly rental for Fishing Equipment.		MONTH	6		
5	Monthly rental for Personnel/Crew		MONTH	6		
6	Monthly rental for Natural Gamma ray services		MONTH	6		
7	Monthly rental for stuck up detection and back off services		MONTH	6		
8	Monthly rental for Downhole Tension Services		MONTH	6		
9	Monthly rental for Cement Bond evaluation services including variable density type of logging		MONTH	6		
10a	Monthly rental for Bridge plug Setting		MONTH	6		
10b	Monthly rental for Retainer Packer Setting		MONTH	6		
10c	Monthly rental for Junk Basket		MONTH	6		
11	Monthly Rental for Retrievable and semi –expandable through tubing perforation with standard and deep penetration charges		MONTH	6		
12	Monthly rental for Casing gun perforation with deep penetration charges and Big hole charges.		MONTH	6		
13	Monthly rental for Casing Collar Locator Services (CCL)		MONTH	6		
14	Monthly rental for Shooting Gamma Ray Services for: i. Casing Gun Perforation ii. Through Tubing Perforations		MONTH	6		
15	Monthly rental for Tubing, Drill Pipe, Casing cutting and Drill collar severing/colliding services i. Explosive jet cutter ii. Severing tool iii. Split Cutter tool		MONTH	6		
16	Monthly rental for Puncture services for 2.7/8” OD tubing to 5 “ OD drill pipe		MONTH	6		
17	Monthly rental for Through Casing Cement dump bailer		MONTH	6		
Total Monthly Rental for Standard Services/ Equipment, Truck and Personnel/Crew						
SPECIAL SERVICES/TOOLS						
18	Monthly rental for i) Through tubing bridge plug		MONTH	6		

	ii) Through-tubing cement dump bailer					
19	Monthly rental for Production Logging Services (PLT)		MONTH	6		
20	Monthly rental for Tubing Conveyed Perforation Services (Including all accessories/ equipment required for achieving underbalance condition and killing of the well)		MONTH	6		
21	Monthly rental for Through tubing reservoir monitoring tool (3 Detector or more)		MONTH	6		
22	Monthly rental for Cement Evaluation and Pipe Inspection		MONTH	6		
23	Monthly rental for Downhole Camera		MONTH	6		
24	Monthly rental for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Mechanical Cutter		MONTH	6		
Total Monthly Rental for Special Services/Tools.						

Notes

- i) Mobilization charges of the Unit and Individual tools shall not exceed one month's rental charges of the Unit/tools.
- ii) Quoted mobilization charges should not be more than 7.5% of the Total Contract Value and if quoted in excess the balance amount will be released at the end of the contract.
- iii) De-mobilization should not be less than 5% of the Total Contract Value and if quoted in deficit the balance amount shall be withheld till the end of the contract.
- iv) Prices for all Standard and Special Tools must be quoted against each tool.
- v) The total evaluated rental charges of the Unit including Crew Plus Standard and Special Tools for the Unit should not exceed 50% of the total estimated contract value.
- vi) The rental charges of the logging Unit per month should not exceed 45% of the monthly rental of the Unit and Standard and Special Tools for the Unit.
- vii) Monthly rental charges should not be more than 5% of the CIF Value.
- viii) The special services can be Mobilized and Demobilized up to 3 times.

PRICE PROFORMA OPERATING CHARGES**PROFORMA-B2**

Currency Quoted: _____

**** Average well Depth: 4600m.**

STANDARD SERVICE/TOOLS					
Sl. No.	OIL's Service Code – Essential Service / Description	Unit	Qty	Unit Rate	Total Amount
A1- Natural Gamma ray services.					
	Operating Charges				
	i) Flat Charge for Natural Gamma ray services.	No.	10		
	ii) Depth Charges for Natural Gamma ray services.	Meter	46000		
1	iii) Survey Charges for Natural Gamma ray services.	Meter	5000		
	A1 TOTAL				
A2- Stuck up Detection and Back-off Services.					
	Operating Charges				
	i) Flat Charge for Stuck up Detection	No	2		
2	ii) Depth Charges for Stuck up Detection	Meter	9000		
	iii) Flat Charge for Back off Services.	No.	2		
	iv) Depth Charges for Back off Services.	Meter	9000		
	A2 TOTAL				
A3-Downhole Tension Services					
	Operating Charges		Refer Note vii below		
	i) Flat Charge for Downhole Tension Services	No.			
	ii) Depth charge for Downhole Tension Services	Meter			
3	iii) Survey Charges for Downhole Tension Services	Meter			
	A3TOTAL				
A4– Cement Bond evaluation services including variable density type of logging					
	Operating Charges				
	i) Flat charge for Cement Bond evaluation services including variable density type of logging	No.	4		
	ii) Depth charge for Cement Bond evaluation services including variable density type of logging	Meter	18400		

4	iii) Survey Charge for Cement Bond evaluation services including variable density type of logging	Meter	6400		
	A4 TOTAL				
A5(I) - Bridge plug Setting					
5	Operating Charge				
	i) Flat Charge for Bridge plug Setting	No.	4		
	ii) Depth Charges for Bridge plug Setting	Meter	18400		
	A5(I) TOTAL				
A5(II) - Retainer Packer Setting					
6	Operating Charges				
	i) Flat Charge Retainer Packer Setting	No.	2		
	ii) Depth Charges for Retainer Packer Setting	Meter	9200		
	A5(II) TOTAL				
A5(III) - Junk Basket					
	Operating Charges				
	i) Flat Charge for Junk Basket	No.	2		
	ii) Depth Charges for Junk Basket	Meter	9200		
7	iii) Survey Charges for Junk Basket	Per Run.	2		
	A5(III) TOTAL				
A-6 Retrievable and semi Expandable Through Tubing Perforations with deep penetration charge (4 spf /6 spf)					
	Operating Charge				
	i) Flat Charge for Through Tubing Perforations Spiral with deep penetration charge (6 spf)	No.	2		
	ii) Depth charge Through Tubing Perforations Spiral with deep penetration charge (6 spf)	Meter	9200		
	iii) Survey Charges for Through Tubing Perforations Spiral with deep penetration charge (6 spf)	Perf. Per Meter	20		
8	iv) Flat Charge for Through Tubing Perforations zero phase with deep penetration charge (6 spf)	No.	2		
	v) Depth charge Through Tubing Perforations zero phase with deep penetration charge (6 spf)	Meter	9200		

	vi) Survey Charges for Through Tubing Perforations zero phase with deep penetration charge (6 spf)	Perf. Per Meter	20		
	vii) Flat Charge for Through Tubing Perforations Blank off charge	No.	2		
	viii) Depth charge Through Tubing Perforations Blank off charge	Meter	9200		
	ix) Survey Charges for Through Tubing Perforations Blank off charge	Blank-off Per m	20		
	A6 TOTAL				
A-7 Casing gun perforation with deep penetration charges and Big hole charges					
	Operating Charges				
	i) Flat Charge for Casing gun perforation with deep penetration charges 6 spf with gun size 3 ½" to 3 ^{3/8} "	No.	1		
	ii) Depth charge for Casing gun perforation with deep penetration charges 6 spf with gun size 3 ½" to 3 ^{3/8} "	Meter	4600		
9	iii) Survey Charge for Casing gun perforation with deep penetration charges 6 spf with gun size 3 ½" to 3 ^{3/8} "	Meter	10		
	iv) Flat Charge for Casing gun perforation with deep penetration charges 6 spf with gun size 4 ½" to 4 ^{5/8} "	No.	1		
	v) Depth charge for Casing gun perforation with deep penetration charges 6 spf with gun size 4 ½" to 4 ^{5/8} "	Meter	4600		
	vi) Survey charge for Casing gun perforation with deep penetration charges 6 spf with gun size 4 ½" to 4 ^{5/8} "	Meter	10		
	vii) Flat Charge for Casing gun perforation with Big hole charges 6 spf with gun size 3 ½" to 3 ^{3/8} "	No.	1		
	viii) Depth charge for Casing gun perforation with Big hole charges 6 spf with gun size 3 ½" to 3 ^{3/8} "	Meter	4600		
	ix) Survey Charge for Casing gun perforation with Big hole charges 6 spf with gun size 3 ½" to 3 ^{3/8} "	Meter	10		
	x) Flat Charge for Casing gun perforation with Big hole charges 6 spf with gun size 4 ½" to 4 ^{5/8} "	No.	1		

	xi) Depth charge for Casing gun perforation with Big hole charges 6 spf with gun size 4 ½" to 4 5/8"	Meter	4600		
	xii) Survey Charge for Casing gun perforation with Big hole charges 6 spf with gun size 4 ½" to 4 5/8"	Meter	10		
	A7 TOTAL				
A-8 Casing Collar Locator Services (CCL)					
	Operating Charges				
	i) Flat Charge for Casing Collar Locator Services (CCL)	No.	10		
10	ii) Depth charge for Casing Collar Locator Services (CCL)	Meter	46000		
	iii) Survey Charges for Casing Collar Locator Services (CCL)	Meter	3000		
	A8 TOTAL				
A9(I) - Shooting Gamma Ray for Through Tubing Perforation					
	Operating Charges				
	i) Flat Charge for Shooting Gamma Ray for Through Tubing Perforation	No.	10		
	ii) Depth Charges for Shooting Gamma Ray for Through Tubing Perforation	Meter	46000		
11	iii) Survey Charges for Shooting Gamma Ray for Through Tubing Perforation	Meter	3000		
	A9(I) TOTAL				
A9(II) - Shooting Gamma Ray for Casing Gun Perforation					
	Operating Charges				
	i) Flat Charge for Shooting Gamma Ray for Casing Gun Perforation	No.	10		
	ii) Depth Charges for Shooting Gamma Ray for Casing Gun Perforation	Meter	46000		
12	iii) Survey Charges for Shooting Gamma Ray for Casing Gun Perforation	Meter	3000		
	A9(II) TOTAL				
A10(I)- Explosives Jet Cutter for 2 7/8" OD Tubing					
	Operating Charges				
	i) Flat Charge for Explosives Jet Cutter for 2 7/8" OD Tubing	No.	2		
13	ii) Depth charge for Explosives Jet Cutter for 2 7/8" OD Tubing	Meter	9200		
	iii) Survey Charges for Explosives Jet Cutter for 2 7/8" OD Tubing	No	2		
	A10(I) TOTAL				
A10 (II) -Explosives Jet Cutter for 5 ½" OD Casing.					

	Operating Charges				
	i) Flat Charge for Explosives Jet Cutter for 5 1/2" OD Tubing	No.	2		
14	ii) Depth charge for Explosives Jet Cutter for 2 7/8" OD Tubing	Meter	9200		
	iii) Survey Charges for Explosives Jet Cutter for 2 7/8" OD Tubing	No	2		
	A10(II) TOTAL				
A10 (III) -Explosives Jet Cutter for 7" OD Casing.					
	Operating Charges				
15	i) Flat Charge for Explosives Jet Cutter for 7 " OD Tubing	No.	2		
	ii) Depth charge for Explosives Jet Cutter for 7 " OD Tubing	Meter	9200		
	iii) Survey Charges for Explosives Jet Cutter for 7 " OD Tubing	No	2		
	A10(III) TOTAL				
A10 (IV) -Explosives Jet Cutter for 9 5/8" OD Casing.					
	Operating Charges				
	i) Flat Charge for Explosives Jet Cutter for 9 5/8 " OD Tubing	No.	2		
16	ii) Depth charge for Explosives Jet Cutter for 9 5/8 " OD Tubing	Meter	9200		
	iii) Survey Charges for Explosives Jet Cutter for 9 5/8 " OD Tubing	No	2		
	A10(IV) TOTAL				
A10 (V) - Severing for 2 7/8" SLH 90 D/Pipe.					
	Operating Charges				
	i) Flat Charge for Severing for 2 7/8" SLH 90 D/Pipe.	No.	2		
17	ii) Depth charge for Severing for 2 7/8" SLH 90 D/Pipe.	Meter	9200		
	iii) Survey Charges for Severing for 2 7/8" SLH 90 D/Pipe.	No	2		
	A10(V) TOTAL				
A10 (VI)-Severing for 4 1/2" OD D/Pipe.					
	Operating Charges				
	i) Flat Charge for Severing for 4 1/2" OD D/Pipe.	No.	2		
18	ii) Depth charge for Severing for 4 1/2" OD D/Pipe.	Meter	9200		
	iii) Survey Charges for Severing for 4 1/2" OD D/Pipe.	No	2		
	A10(VI) TOTAL				
A10 (VII) -Severing for 5" OD D/Pipe.					

	Operating Charges				
	i) Flat Charge for Severing for 5" OD D/Pipe.	No.	2		
19	ii) Depth charge for Severing for 5" OD D/Pipe.	Meter	9200		
	iii) Survey Charges for Severing for 5" OD D/Pipe.	No	2		
	A10(VII) TOTAL				
A10 (VIII-) Severing for 6.5" OD D/Collar.					
	Operating Charges				
	i) Flat Charge for Severing for 6.5" OD D/Collar	No.	2		
20	ii) Depth charge for Severing for 6.5" OD D/Collar	Meter	9200		
	iii) Survey Charges for Severing for 6.5" OD D/Collar	No	2		
	A10(VIII) TOTAL				
A10 (IX) -Severing for 8" OD D/Collar.					
	Operating Charges				
	i) Flat Charge for Severing for 8" OD D/Collar	No.	2		
21	ii) Depth charge for Severing for 8" OD D/Collar	Meter	9200		
	iii) Survey Charges for Severing for 8" OD D/Collar	No	2		
	A10(IX) TOTAL				
A10(X) - Severing for 9 1/2" OD D/Collar.					
	Operating Charges				
	i) Flat Charge for Severing for 9 1/2" OD D/Collar	No.	2		
22	ii) Depth charge for Severing for 9 1/2" OD D/Collar	Meter	9200		
	iii) Survey Charges Severing for 9 1/2" OD D/Collar	No	2		
	A10(X) TOTAL				
A10 (XI)-Split Cutter for 4 1/2" OD D/Pipe.					
	Operating Charges				
	i) Flat Charge for Severing for 4 1/2" OD D/Pipe.	No.	2		
23	ii) Depth charge for Severing for 4 1/2" OD D/Pipe.	Meter	9200		
	iii) Survey Charges for Severing for 4 1/2" OD D/Pipe.	No	2		
	A10(XI) TOTAL				
A10 (XII) - Split Cutter for 5" OD D/Pipe.					

	Operating Charges				
	i) Flat Charge for Severing for 5" OD D/Pipe.	No.	2		
24	ii) Depth charge for Severing for 5" OD D/Pipe.	Meter	9200		
	iii) Survey Charges for Severing for 5" OD D/Pipe.	No	2		
	A10(XII) TOTAL				
A10 (XIII) Split Cutter for 6.5" OD D/Collar.					
	Operating Charges				
	i) Flat Charge for Severing for 6.5" OD D/Collar	No.	2		
25	ii) Depth charge for Severing for 6.5" OD D/Collar	Meter	9200		
	iii) Survey Charges for Severing for 6.5" OD D/Collar	No	2		
	A10(XIII) TOTAL				
A10 (XIV) - Split Cutter for 8" OD D/Collar.					
	Operating Charges				
	i) Flat Charge for Severing for 8" OD D/Collar	No.	2		
26	ii) Depth charge for Severing for 8" OD D/Collar	Meter	9200		
	iii) Survey Charges for Severing for 8" OD D/Collar	No	2		
	A10(XIV) TOTAL				
A10 (XV) - Split Cutter for 9 1/2" OD D/Collar.					
	Operating Charges				
	i) Flat Charge for Severing for 9 1/2" OD D/Collar	No.	2		
27	ii) Depth charge for Severing for 9 1/2" OD D/Collar	Meter	9200		
	iii) Survey Charges Severing for 9 1/2" OD D/Collar	No	2		
	A10(XV) TOTAL				
A11- Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe					
	Operating Charges				
	i) Flat Charge for Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	No.	2		
	ii) Depth charge for Through Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	Meter	9200		

28	iii) Survey Charges for Puncture services for 2.7/8" OD tubing to 5 " OD drill pipe	No.	2		
	A11 TOTAL				
A12- Through Casing Cement dump Bailer					
	Operating Charges				
	i) Flat Charge for Through Casing Cement dump Bailer	No.	2		
	ii) Depth charge for Through Casing Cement dump Bailer	Meter	9200		
29	iii) Survey Charges for Through Casing Cement dump Bailer pipe	No.	2		
	A12 TOTAL				
TOTAL OPERATING CHARGES FOR ALL STANDARD SERVICE/TOOLS					
SPECIAL TOOL & SERVICES					
30	S1- Tool for Through tubing bridge plug				
	Operating Charges				
	i. Flat Charge for Tool for Through tubing bridge plug	No.	2		
	ii. Depth Charges for Tool for Through tubing bridge plug	Meter	9200		
	iii. Survey Charges for Tool for high resolution bore hole imaging services using micro-electric arrays.	No.	2		
	S1 TOTAL				
31	S2- Production Logging Stack Services:				
	Operating Charges				
	i) Flat Charge for Production Logging Stack Services.	No.	2		
	ii) Depth Charges for Tool Production Logging Stack Services.	Meter	9200		
	iii) Survey Charges for :				
	a) Temperature Measurement	Meter	400		
	b) Pressure Measurement.	No.	20		
	c) Fluid Velocity Measurement.	No.	10		
	d) Fluid Density Measurement.	No.	10		
	e) Hold-up Measurement.	No.	10		
	f) GR/CCL.	Meter	400		
	S2 TOTAL				

32	S3- Tubing conveyed perforation				
	Operating Charge				
	i) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun (6 spf) with Hydraulic firing Head	No.	1		
	ii) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun (6 spf) with Hydraulic firing Head	Meter	4600		
	iii) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun (6 spf) with Hydraulic firing Head)	Perf. Per m	20		
	iv) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun (6 spf) with Mechanical firing Head	No.	1		
	v) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun (6 spf) with Mechanical firing Head	Meter	4600		
	vi) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun (6 spf) with Mechanical firing Head)	Perf. Per m	20		
	vii) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun (6 spf) with Redundant firing Head	No.	1		
	viii) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun (6 spf) with Redundant firing Head	Meter	4600		
	ix) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 3 3/8" gun (6 spf) with Redundant firing Head)	Perf. Per m	20		
	x) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun (12 spf) with Hydraulic firing Head	No.	1		
	xi) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun (12 spf) with Hydraulic firing Head	Meter	4600		
	xii) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun (12 spf) with Hydraulic firing Head	Perf. Per m	20		
	xiii) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun (12 spf) with Mechanical firing Head	No.	1		
	xiv) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun (12 spf) with Mechanical firing Head	Meter	4600		

xv) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun (12 spf) with Mechanical firing Head	Perf. Per m	20		
xvi) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun (12 spf) with Redundant firing Head	No.	1		
xvii) Depth charge Tubing conveyed	Meter	4600		
Perforation with shoot and drop				
mechanism for 4 1/2" gun (12 spf) with Redundant firing Head				
xviii) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 4 1/2" gun (12 spf) with Redundant firing Head.	Perf. Per m	20		
xix) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Hydraulic firing Head	No.	1		
xx) Depth charge Tubing conveyed	Meter	4600		
Perforation with shoot and drop				
mechanism for 7" gun (12 spf) with				
Hydraulic firing Head				
xxi) Survey Charges for Tubing conveyed	Perf. Per m	20		
Perforation with shoot and drop				
mechanism for 7" gun (12 spf) with				
Hydraulic firing Head				
xxii) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Mechanical firing Head	No.	1		
xxiii) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Mechanical firing Head	Meter	4600		
xxiv) Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Mechanical firing Head	Perf. Per m	20		
xxv) Flat Charge for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Redundant firing Head	No.	1		
xxvi) Depth charge Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Redundant firing Head	Meter	4600		

xxvii)	Survey Charges for Tubing conveyed Perforation with shoot and drop mechanism for 7" gun (12 spf) with Redundant firing Head	Perf. Per m	20		
xxviii)	Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun (6 spf) with Hydraulic firing Head	No.	1		
xxix)	Depth charge Tubing conveyed	Meter	4600		
	Perforation with shoot and pull mechanism for 3 3/8" gun (6 spf) with Hydraulic firing Head				
xxx)	Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun (6 spf) with Hydraulic firing Head	Perf. Per m	20		
xxxi)	Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun (6 spf) with Mechanical firing Head	No.	1		
xxxii)	Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun (6 spf) with Mechanical firing Head	Meter	4600		
xxxiii)	Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun (6 spf) with Mechanical firing Head	Perf. Per m	20		
xxxiv)	Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun (6 spf) with Redundant firing Head	No.	1		
xxxv)	Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun (6 spf) with Redundant firing Head	Meter	4600		
xxxvi)	Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 3 3/8" gun (6 spf) with Redundant firing Head	Perf. Per m	20		
xxxvii)	Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun (12spf) with Hydraulic firing Head	No.	1		
xxxviii)	Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun (12spf) with Hydraulic firing Head	Meter	4600		
xxxix)	Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun (12spf) with Hydraulic firing Head	Perf. Per m	20		
xl)	Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun (12 spf) with Mechanical firing Head	No.	1		
xli)	Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun (12 spf) with Mechanical firing Head	Meter	4600		

xlvi) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun (12 spf) with Mechanical firing Head	Perf. Per m	20		
xlvi) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun (12 spf) with Redundant firing Head	No.	1		
xlvi) Depth charge Tubing conveyed Perforation shoot and pull mechanism for 4 1/2" gun (12 spf) with Redundant firing Head	Meter	4600		
xlv) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 4 1/2" gun (12 spf) with Redundant firing Head	Perf. Per m	20		
xlv) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 7" gun (12 spf) with Hydraulic firing Head	No.	1		
xlvii) Depth charge Tubing convey	Meter	4600		
Perforation with shoot and pull mechanism for 7" gun (12 spf) with Hydraulic firing Head				
xlviii) Survey Charges for Tubing convey Perforation with shoot and pull mechanism for 7" gun (12 spf) with Hydraulic firing Head	Perf. Per m	20		
xlix) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 7" gun (12 spf) with Mechanical firing Head	No.	1		
l) Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 7" gun (12 spf) with Mechanical firing Head	Meter	4600		
li) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 7" gun (12 spf) with Mechanical firing Head	Perf. Per m	20		
lii) Flat Charge for Tubing conveyed Perforation with shoot and pull mechanism for 7" gun (12 spf) with Redundant firing Head	No.	1		
liii) Depth charge Tubing conveyed Perforation with shoot and pull mechanism for 7" gun (12 spf) with Redundant firing Head	Meter	4600		
liv) Survey Charges for Tubing conveyed Perforation with shoot and pull mechanism for 7" gun (12 spf) with Redundant firing Head	Perf. Per m	20		
S3 TOTAL				
S4 Through tubing reservoir monitoring Services (3 Detector or more)				
Operating Charges				

	i) Flat Charge for Through tubing reservoir monitoring Services (3 Detector or more)	No.	1		
	ii) Depth Charges for Through tubing reservoir monitoring Services (3 Detector or more)	Meter	4600		
	iii) Survey Charges Through tubing reservoir monitoring Services (3 Detector or more)	Meter	200		
	S4 TOTAL				
33	S5- Cement Evaluation And Pipe Inspection				
	Operating Charges				
	i) Flat Charge for Cement Evaluation And Pipe Inspection	No.	1		
	ii) Depth Charges for Cement Evaluation And Pipe Inspection	Meter	4600		
	iii) Survey Charges for Cement Evaluation And Pipe Inspection	Meter	4600		
	S5 TOTAL				
34	S6- Downhole Camera				
	Operating Charges				
	I. Flat Charge for Downhole Camera	No.	2		
	II. Depth charges for Downhole Camera	Meter	9200		
	III. Survey Charges for Downhole Camera	Meter	200		
	S6 TOTAL				
35	S7- Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Mechanical Cutter				
	Operating Charges				
	I. Flat Charge rental for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Mechanical Cutter	No.	1		
	II. Depth Charges for Tubing, Drill Pipe, Casing cutting & Drill collar severing services using Mechanical Cutter	Meter	4600		
	S7 TOTAL				
	TOTAL OPERATING CHARGES FOR ALL SPECIAL TOOL & SERVICES.				

Note:

- i) GR-CCL or GR log for correlation or depth control purposes in any combination should be at no separate charge.
- ii) Depth determination not preceding any other operation (DD-NPO): The first run with required size of dummy, GR, and /or CCL and any subsequent runs with variable, size, weight and length of dummy as ordered by OIL shall be treated as separate DD-NPO run and DD charges payable to such extent. Details of each charge shall be indicated on job completion report and verified by witness.
- iii) Depth Determination preceding any other operation (DD-PO): One run for each depth determination/hole probing required to any such operation such as perforation/wireline cutter/ string shot/ junk basket before plug, packer setting and any through tubing operation with PLT, and other tool should not carry any additional charge to OIL as quoted charge for the service should be inclusive of dummy run. If the first such run does not descend to the desired depth, it shall be treated as DD-PO run. In such case, if OIL decides to run the ordered service and job is completed, no DD charge shall be payable. However on the event of ordered service cannot be completed, then one DD charge will be payable.
- iv) Bidders have to submit the processing with interpretation reports for the Service Codes PS-1, PS-2, and PS-3, cost of which is to be included in “operating cost” (Price proforma-B2).
- v) Total Operating including processing charges wherever applicable should be between 50% and 100% of total monthly rentals of that particular Tool /equipment/services.
- vi) In addition to above tools and services, the service provider will be required to provide up to 8 radioactive pip tags per well, having of Cobalt-60 (5.2 years half-life).The cost of pip tags will be at no additional cost.
- vii) The Downhole Tension Services should be at no additional rental and operational cost, considering it to be the integral part of the conveyance system.

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 120 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: _____

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 “Technical RFX Response” containing the Techno-commercial Bid.

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

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: _____

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.

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

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

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

A. Issuing Bank:

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

B. Controlling Office:

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

* 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.

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 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 90 days after the 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 _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

CONTRACT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam and Project Office at D.NO.11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh, India 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 require;

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 Agreement 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 this Contract;
 - (b) Section-II indicating the Terms of Reference/Technical Specifications/Scope of Work and
 - (c) Section-III indicating the Schedule of Rates;
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of Company
(Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

TO
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.

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.

**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.

M/s.

Witness:

Witness:

1)

1)

2)

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 _____

Attachment – III

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.

**PARENT/ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE
GUARANTEE TOWARDS FINANCIAL STANDING**

***(Delete whichever not applicable)*
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)
DEED OF GUARANTEE**

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

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum Rs. 4.94 Crore (or equivalent USD 0.76 million) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

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

Witness:

1.

2.

Witness:

1.

2.

XXXXXXXXXXXXX