



GeM
Government
e Marketplace

Report ID: GEM/GARPTS/31032021/OZQS2KDA7ZJT

Report Name: OIL INDIA LIMITED

Generated By: Alphonse Daimari , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 31/03/2021

Valid till: 30/04/2021

GeM Availability Report and Past Transaction Summary

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

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

1. Search String: e-RTMAC for drilling operations

Search type: Service

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

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



OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786602

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

FORWARDING LETTER

Sub: IFB No. CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs deployed in Company's operational areas within north-east region of India'.

Dear Sir(s),

- 1.0** OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced/approved Contractors for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: "<https://etender.srm.oilindia.in/irj/portal>" for **'Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs deployed in Company's operational areas within north-east region of India'**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDH6605P21
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date &	:	As mentioned in the E-procurement portal.

	Time		
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of GM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum 120 (One Hundred Twenty) days from Closing Date. Note: In exceptional circumstances, OIL 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. 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.
(ix)	Mobilization Period	:	<p>(A) INITIAL MOBILIZATION & COMMISSIONING:</p> <p>(i) Mobilization and Commissioning of Decision Support Center (DSC) along with Manpower and all of the 04 (Four) Rig-Site Packages shall have to be completed within one hundred and 120 (One-Hundred Twenty) days from date of issue of LOA.</p> <p>(ii) COMPANY reserves the right to mobilize each of the rig-site packages in a phased manner and in that case separate mobilization notice(s) will be issued against each of the remaining rig-site package other than the ones mobilized during initial mobilization. In such a case, mobilization and commissioning of the remaining Rig Site Package(s) shall have to be completed within 60 (Sixty) days from issue of subsequent mobilization notice(s) against the same.</p> <p>(B) INTERIM RE-MOBILIZATION & COMMISSIONING:</p> <p>All subsequent interim re-mobilization and</p>

		<p>commissioning of rig-site package(s) shall have to be completed within 07 (Seven) days from the date of issuance of interim re-mobilization notice(s).</p> <p>(C) SOFTWARE INTEGRATION</p> <p>Software integration as per Scope of work, shall have to be completed within 45 (Forty-Five) days from the date of issuance of first integration request notice after completion of initial mobilization & Commissioning of Decision Support Center. However, COMPANY reserves the right to issue request for integration in a phased manner and in that case separate request for integration notices will be issued for each type of integration work.</p>
(x)	Bid Security/EMD Amount	: Not applicable
(xi)	Bid Security/EMD Validity	: Not applicable
(xii)	Amount of Performance Security	: 3% of Annualized Contract Value. Refer Clause No. 24.0 of Instruction to Bidder (ITB)
(xiii)	Validity of Performance Security	: 90 (Ninety) days beyond the contract period.
(xiv)	Location of job	: Operational areas within north-east region of India
(xv)	Duration of the Contract	: 04 (Four) years.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	: Refer Clause No. 30.0 of General Conditions of Contract (GCC).
(xvii)	Bids to be addressed to	: GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xviii)	Pre-Bid conference	: Tentatively in the 3rd week of April 2021. Exact date and venue shall be intimated nearer the time.
(xix)	Last Date of receipt of Queries	: 13.04.2021

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

- 3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **"Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm."**
- 3.2 Digital Signature Certificate comes in a pair of signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 3.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
- 3.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.
- 3.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.5 Parties, who do not have a User ID, can click on Guest login button in the E-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in

this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in and esupport@oilindia.in, Ph.: 0374- 2807171/7192.

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

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish 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. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IX**.
- iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.
- vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" **Tab only**. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be**

uploaded under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.

5.0 INTEGRITY PACT: The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Integrity Pact, (PART-VI) of the tender document. This Integrity Pact (PART-VI) has been duly signed digitally by OIL's competent signatory. The (PART-VI) has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. 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 sign the Bid.

6.0 SCREEN SHOTS

The screenshot shows the 'RFx Information' tab with various sub-tabs. The 'Notes and Attachments' tab is highlighted. A callout box points to this tab with the text: 'Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.' Another callout box points to the 'Technical Attachments' section with the text: 'Go to this Tab “Technical Attachments” for Uploading “Technical Bid” files.'

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

Notes:

* The “Technical Bid” shall contain all techno-commercial details **except the prices.**

** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

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

Create RFX Response

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

RFX Response Number 60038748 RFX N
 RFX Owner BHARALI Total Value 0.00 II

RFX Information | Items | Notes

Basic Data | Questions | Technical Attachm

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Callouts:

- Bidder to select the currency of the Response
- "Total Bid Value" is mandatory in "No Price" RFX only
- "Total Bid Value" considering all the taxes & duties.

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

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

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

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

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

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

8.4 The beneficial owner for the purpose of para 8.3 above will be as under:

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

Explanation:

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

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

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

8.4.4 Where no natural person is identified under (8.4.1) or (8.4.2) or (8.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

8.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

8.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- 8.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.
- 8.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 8.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 9.0** OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/- (U. Malakar)
Manager – Contracts
For General Manager – Contracts
FOR RESIDENT CHIEF EXECUTIVE

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

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

2.0 BID DOCUMENTS:

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

- a) A Tender Forwarding Letter
- b) Instructions to Bidders (ITB)
- c) Bid Evaluation Criteria (BEC)
- d) General Conditions of Contract (GCC) : Part-I
- e) Schedule of Work, Unit, Quantities (SOQ) : Part-II
- f) Special Conditions of Contract (SCC) : Part-III
- g) Schedule of Rates (SOR) : Part-IV
- h) Safety Measures (SM) : Part - V
- i) Integrity Pact (IP) : Part - VI
- j) Bid Form : Proforma - I
- k) Statement of Non-Compliance : Proforma-II
- l) Authorisation for Attending Bid Opening : Proforma-III
- m) Proforma of Letter of Authority : Proforma-IV
- n) Bid Security Declaration : Proforma-V
- o) Proforma for E-Remittance : Proforma-VI
- p) Format of Performance Security : Proforma-VII
- q) Agreement Form : Proforma-VIII
- r) Format of Undertaking by Bidders towards submission of authentic information/documents : Proforma - IX
- s) Certificate of Compliance of Financial Criteria : Proforma - X
- t) Estimated CIF value of items at the time of import, (Proforma-XI)
- u) Proforma of Bank Guarantee towards PP-LC (Proforma - XII)
- v) Commercial Check List (Proforma - XIII)
- w) Undertaking towards submission of Bank Guarantee (Proforma - XIV)
- x) Proforma - XV Format for undertaking from TPIA
- y) ~~Proforma - XVI Proforma for entering into Framework Agreement~~
- z) Proforma - XVII Certificate of Annual Turnover & Net Worth
- aa) Proforma - XVIII Format of agreement between bidder and their parent company/100% subsidiary company
- bb) Proforma - XIX Parent company/subsidiary company guarantee
- cc) Proforma - XX Form of performance bank guarantee for ultimate parent/supporting company

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- dd) Proforma - XXI Undertaking to provide the respective services including key personnel for a minimum duration of 50% of the contract period during execution of the contract.
 - ee) Proforma - XXII Corporate Guarantee of parent/ultimate parent/Holding company.
 - ff) Price Bidding Format (Attached under “**Notes and Attachments**” tab of OIL’s E-Tender portal)
 - gg) Technical Evaluation Sheet for BEC-BRC & others
 - hh) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoP&NG (Annexure - I)
 - ii) List of Independent Inspection Agencies along with their email ID’s is attached as (Annexure-II)
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 In case of E-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL’s E-Tender Portal in the Tab “Technical Rfx” and under External Area - “Amendments” folder. The Company may, at its discretion, extend the deadline for bid submission.

Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 PREPARATION OF BIDS:

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 Documents comprising the bid:
- 5.3.1 Bids are invited under **Single Stage Two Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:
- (A) **Technical Bid (to be uploaded in "Technical Attachments" tab):**
- a) Complete technical details of the services offered.
 - b) Documentary evidence established in accordance with Clause No. 8.0.
 - c) Bid Security Declaration
 - d) Copy of Bid Form without indicating prices in Proforma-I.
 - e) Statement of Non-compliance as per Proforma - II.
 - f) Copy of Priced Bid without indicating prices.
 - g) Integrity Pact digitally signed by OIL's competent personnel as Part-VI.
 - h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
 - i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

- (B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

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

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6.0 BID FORM: The bidder shall complete the Bid Form and upload the same along with their bid.

7.0 BID PRICE:

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

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

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

9.0 BID SECURITY: The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-V). Any bid not secured in accordance with Proforma-V above shall be rejected by the Company as non-responsive.

10.0 PERIOD OF VALIDITY OF BIDS

10.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Original Bid Closing Date.

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

11.0 SIGNING & SUBMISSION OF BIDS:

11.1 Signing of bids:

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

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

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

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.

11.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.

11.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

11.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

11.2 Submission of bids:

The tender is processed under **Single Stage Two Bid** system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proformas (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

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“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 Price Bid Format and should be uploaded as ‘Attachment’ under “Notes & Attachments” Tab. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
 - b) Any other document required to be submitted in original as per bid document.
- Documents sent through E-mail/Fax/Telephonic method will not be considered.

- 11.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.
- 11.2.2 Timely delivery of the documents in physical form as stated in Para 11.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 11.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

- 12.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 12.2 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.
- 12.3 The documents in physical form as stated in Para 11.2 must be received by Company at the address specified in the “Forwarding Letter” on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding

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Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 14.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 14.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 14.3 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. In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

- 15.0 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.

16.0 BID OPENING AND EVALUATION:

- 16.1 Company will open the Bids, including submission made pursuant to clause 11.2, in 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-III) 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.
- 16.2 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.

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- 16.3 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.
- 16.4 Bids which have been withdrawn pursuant to clause 14.0 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.
- 16.5 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 Declaration and such other details as the Company may consider appropriate.
- 16.6 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.
- 16.7 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 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.
- 16.8 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.
- 16.9 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.

17.0 OPENING OF PRICED BIDS:

- 17.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 17.2 In case of two bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.
- 17.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 17.4 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.

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.

18.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

18.1 Discounts/Rebates:

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

19.0 CONTACTING THE COMPANY:

- 19.1 Except as otherwise provided in Clause 16.0 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 16.6.

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- 19.2 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.

20.0 AWARD OF CONTRACT:

- 20.1 **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.

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

22.0 NOTIFICATION OF AWARD:

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

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

- 23.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within **02 Weeks from the date of issue of Letter of Award (LOA).**

- 23.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

- ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Bank Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

d. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

23.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

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

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

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

Bank Details of Beneficiary		
A	Bank Name	HDFC BANK LTD
B	Branch Name	DULIAJAN

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C	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602
D	Banker Account No.	21182320000016
E	Type of Account	Current Account
F	IFSC Code	HDFC0002118
G	MICR Code	786240302
H	SWIFT Code	HDFCINBBCAL

23.4 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

23.5 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

24.0 SIGNING OF CONTRACT:

24.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

24.2 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.

24.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

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

26.0 MOBILISATION AND ADVANCE PAYMENT:

- 26.1 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.
- 26.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 26.3 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.

27.0 INTEGRITY PACT:

- 27.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Part-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 27.2 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.),
E-mail: sutanu2911@gmail.com
 - b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com
 - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

28.0 LOCAL CONDITIONS:

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

29.0 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.

30.0 GOODS AND SERVICES TAX:

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

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

30.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

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

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in

rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

- 30.5 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.
- 30.6 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.
- 30.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 30.8 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.
- 30.9 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.

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- 30.10 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.
- 30.11 The Supplier of Goods/Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 30.12 In case the GST rating of bidder on the GST portal/Govt. official website is negative/black listed, then the bid may be rejected by OIL.
- 31.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time) [Copy of the Policy is enclosed Vide Annexure - I].**
- 31.1 The participating Bidder must be incorporated in India and must maintain more than 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding company.**
- 31.2 In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Purchase preference will be given as per PP-LC policy to Class-I local suppliers only.**
- [Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under PP-LC policy]**
- 31.3 All the bidders (i.e. Class I Local supplier and Class II Local supplier) shall provide the percentage of Local content in their bid irrespective of whether they are availing or not availing Purchase preference under PP-LC policy and are also required to submit the requisite documents as per requirement of PP-LC policy notified vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time).**

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

- I. **BID EVALUATION CRITERIA (BEC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.

1.0 TECHNICAL EVALUATION CRITERIA:

1.1.1 Bidder must be incorporated in India and must have more than 20% local content for the offered services.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy-linked with Local Content (PP-LC) notified vide Letter No. **FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG** shall be applicable as per the Notification(s) and any amendment thereof.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

A copy of Certificate of Incorporation must be provided along with the Bid.

1.1.2 EXPERIENCE:

- i. The bidder should be an '**Independent Developer cum Service Provider**' or '**Independent Service Provider**' of '**Real-Time Data Aggregation and Real-Time Data Analytics Services**' in Drilling Domain of Oil & Gas Industry, for real time monitoring of operation in Drilling Rigs and should have the experience of providing such services to E&P companies during the last 05 (Five) years to be reckoned from the original bid closing date of this tender.
- ii. The bidder in conjunction to the above, should have successfully executed and completed at least 01 (One) contract of minimum 02 (Two) year duration, with any E&P company, of providing '**Real-Time Data Aggregation and Real-Time Data Analytics Services**' for simultaneous monitoring of real time operation in multiple drilling rigs [minimum 02 (Two) numbers], with men and materials, using any version of their offered software, in the last 07 (Seven) years to be reckoned from the original bid closing date of this tender.

Notes to BEC Clause 1.1.2 above:

- A.** For proof of requisite work experience (Clause No. 1.1.2. i and 1.1.2. ii mentioned above) the following documents/photocopy (self-attested/attested) must be submitted along with the bid:
- I. In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:
- A. Work order no./Contract no.
 - B. Gross value of job done
 - C. Period of Service
 - D. Nature of Service
 - E. Quantity of Rigs
- II. In case work experience is not against OIL's Contract:** Bidder must submit the following:
- A. Contract document showing details of work
and
 - B. Job Completion Certificate showing:
 - (i) Gross value of job done
 - (ii) Nature of job done and Work order no./Contract no.
 - (iii) Contract period and date of completion
 - (iv) Quantity of Rigsor
 - C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Gross value of jobs done
 - (v) Period of Service
 - (iv) Nature of Service
 - (v) Quantity of Rigs
 - (vi) Any other document(s) which can substantiate the experience
- B.** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
- C.** Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause No. 1.1.2 shall only be treated as acceptable experience.
- D.** Following work experience shall also be taken into consideration:
- (i) If the prospective bidder has executed contract in which work experience is a component of the contract.

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- (ii) In case the start date of the requisite work experience is beyond the prescribed 07 (Seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (Seven) years reckoned from the original bid closing date.
- (iii) If the prospective bidder is executing the requisite work experience which is still running and the requisite value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in Clause No. 1.1.2.

Proof of requisite work experience (Clause No. D. (i) and (ii) above), to satisfy:

- a) work experience required as per Clause No. 1.1.2
- b) minimum prescribed value/quantity/period
- c) prescribed period of 07 years, to be submitted as below:

I. **In case requisite experience is against OIL's Contract:** Bidder must submit the breakup of work experience and its value/quantity/period mentioning SES No. and copies of all relevant SES.

II. **In case requisite experience is NOT against OIL's Contract:** Bidder must submit the breakup of work experience and its value/quantity/period executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Clause No. D. (iii) above, to satisfy

- a) work experience required as per Clause No. 1.1.2
- b) minimum prescribed value/quantity/period
- c) prescribed period of 07 years, to be submitted as below:

I. **In case requisite experience is against OIL's Contract:** Bidder must submit the following:

- A. Breakup of work experience required as per Clause No. 1.1.2
- B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Gross value of job done
 - (iii) Period of Service
 - (iv) Nature of Service
 - (v) Quantity of Rigs

II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the following:

- A. Breakup of work experience required as per Clause No. 1.1.2
- B. Contract document showing details of work
- C. LOA/LOI/Work order showing:
 - (i) Gross value of awarded
 - (ii) Nature of job awarded
 - (iii) Contract no./Work order no.
 - (iv) Contract period and date of completion
 - (v) Quantity of Rigs
- D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Gross value of job done
 - (iii) Period of Work Done
 - (iv) Nature of Service
 - (v) Quantity of Rigs

E. Work (as required in Clause No. 1.1.2) executed by the bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

F. Bids shall be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause No. 1.1.2

G. Eligibility Criteria in case Bid are submitted on the basis of Experience of the Parent/Subsidiary Company:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1.2 above can also be considered provided the bidder is a subsidiary company of the parent company [**supporting company**] in which the parent company has 100% stake **or** parent company can also be considered on the strength of its 100% subsidiary [**supporting company**]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.

In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as **PROFORMA-XVIII** between the parent and the subsidiary

company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **PROFORMA-XIX** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

H. In case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated under Clause No. 1.1.2 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- a. Provided that the sister subsidiary/co-subsidiary company and the bidding company are both either directly owned 100% subsidiaries of an ultimate parent/holding company or 100% owned through intermediate 100% subsidiaries of an ultimate parent/holding company. The Bidder must submit duly notarized valid document(s) establishing the legal relation amongst sister/co-subsidiary, bidder and the ultimate Parent Company to the full satisfaction of the Company with detail share holding pattern. The Company reserves the right to reject a bid if the documents are not found sufficient or satisfactory or proper to establish the required criteria of 100% subsidiary.
- b. Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in Clause above and not through any other arrangement like technical collaboration etc.
- c. 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 must submit an agreement, as per format furnished vide Annexure, between them, their ultimate parent/holding company, along with the technical bid.

In both the situations mentioned above (G & H), following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by ultimate parent to provide a Performance Security (as per format enclosed as **PROFORMA-XX**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based ultimate parent does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate

parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(ii) Undertaking from the ultimate parent to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by ultimate parent shall be invoked by COMPANY due to non-performance of the contractor.

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

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

- I.** Bidder should submit copies of the Real-Time reports (minimum 02 (Two) nos.) for confirmation of complete visualization and all drilling data analytics from any version of their offered software covering complete scope of work. In case all KPI's as detailed in Annexures are not used in one contract/engagement, bidder, has to submit the proof of execution of each /clubbed KPI's for a drilling rig, in last 07 (Seven) years to be reckoned from the original bid closing date of this tender.
- J.** Bidder should offer the latest version of commercial proven software/s. Prototype system or sub-system (Software and analytics) of an experimental nature shall be rejected out rightly. Vendor shall submit commercial launch specification sheets and software release notes to prove compliance against this point.
- K.** Instrumentation System should be from one of the following reputed makes or equivalent:

1. Pason
2. NOV M/D Totco
3. Sensu
4. Geolog

Only single manufacturer's instrumentation system is allowed. Mixing or Aggregation of sub-parts/makes for instrumentation system is not allowed.

Sensors proposed as part of the system should be as per OMR 2017 requirements. Bidders shall submit test reports conforming to relevant standards as mentioned in OMR 2017.

- L.** With regards to provision of software for Drilling Data Aggregation and Analytics the bidder may be:
- i. Independent Developer cum Service Provider of the 'Drilling Data Aggregation and Analytics software' proposed for implementation ('Independent Developer cum Service Provider' is defined as the company or subsidiary of a company that owns the proposed software's IPR, holds the software's licensing rights and controls the software development cycle and also provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using their own software).
 - ii. Independent Service Provider ('Independent Service Provider' is defined as a company that provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using software licenses sold or leased to it by an 'Independent Developer' of the offered software proposed for implementation).
- M.** If the bidder is an 'Independent Developer cum Service Provider', then he should submit an undertaking for their offered license(s) software(s) to the effect that, the offered solution has an option to customize the algorithms, logics and matrices as per the KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements, as desired by COMPANY.

To prove that the bidder is an 'Independent Developer' of the offered software, he shall furnish certificate from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of their company.

If the bidder is a subsidiary of the 'Independent Developer', then he is required to submit the proof of it being a subsidiary of the Independent Developer along with their bid submission like Letter of Authorization as subsidiary from the Parent company.

- N.** In case Bidder is only an Independent Service Provider, he should have required license/s for their offered software/s solutions valid throughout the contract period. Bidder should also submit undertaking from the owner of the offered license/s software/s to the effect that the offered solution has an option to customize the algorithms, logics and matrices as per KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements as desired by the COMPANY.

To prove that the bidder is authorized to use the offered software, he shall furnish a back-up Letter of Authorization from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of the company from OEM or Developer stating that, the bidder is authorized to use the software during the duration of the contract and that the OEM or

independent developer shall provide sufficient backup support during the currency of the contract.

- O.** A job executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting BEC.
- P.** Bidder must bid for the entire project of setting up the eRTMAC solution of turn-key nature which amongst others shall include necessary hardware, software, sensors, communication systems, display systems, audio/visual system, AMC, training, installation and commissioning, all internal fittings, furnishing (soft and hard) etc. The project shall also involve developing Data QC logic, customizing dashboards, integrating with third party software (new as well as existing). Incomplete bid in this regard shall be rejected.
- Q.** The Bidder must provide details of make and models of all items and certification of authorization from OEM. Failure to provide details shall lead to rejection of bid.

2.0 MOBILISATION COMMISSIONING & INTEGRATION SCHEDULE:

Bidder must confirm unconditional acceptance to the mobilization schedule for rig-site packages, personnel, and set-up and commissioning for the Decision Support Centre (DSC). Offers indicating mobilization, commissioning time more than the scheduled days from the date of issuance of notice will be rejected.

(A) INITIAL MOBILIZATION & COMMISSIONING:

- (i) Mobilization and Commissioning of Decision Support Center (DSC) along with Manpower and all of the 04 (Four) Rig-Site Packages shall have to be completed within one hundred and 120 (One-Hundred Twenty) days from date of issue of LOA.
- (ii) COMPANY reserves the right to mobilize each of the rig-site packages in a phased manner and in that case separate mobilization notice(s) will be issued against each of the remaining rig-site package other than the ones mobilized during initial mobilization. In such a case, mobilization and commissioning of the remaining Rig Site Package(s) shall have to be completed within 60 (Sixty) days from issue of subsequent mobilization notice(s) against the same.

(B) INTERIM RE-MOBILIZATION & COMMISSIONING:

All subsequent interim re-mobilization and commissioning of rig-site package(s) shall have to be completed within 07 (Seven) days from the date of issuance of interim re-mobilization notice(s).

(C) SOFTWARE INTEGRATION

Software integration as per Scope of work, shall have to be completed within 45 (Forty-Five) days from the date of issuance of first integration request notice after completion of initial mobilization & Commissioning of Decision Support Center. However, COMPANY reserves the right to issue request for integration in a phased manner and in that case separate request for integration notices will be issued for each type of integration work.

3.0 FINANCIAL REJECTION CRITERIA:

- 3.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 13,45,12,500.00 (Rupees Thirteen Crore Forty-Five Lakh Twelve Thousand Five Hundred only).**
- 3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 3.0 above:

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
- (i) Audited Balance Sheet along with Profit & Loss account.
OR
- (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XVII.**

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

- b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year shall be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X.**

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- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e. Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Para 3.1 & 3.2.
- f. In case the bidder is a subsidiary or sister subsidiary or co-subsidary 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 of parent/ultimate parent/Holding company (as per format enclosed as **PROFORMA-XXII** by the authorized officials.
 - (iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
 - (iv) Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.
- g. In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR.

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

4.0 COMMERCIAL EVALUATION CRITERIA:

- 4.1 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical Attachments” Tab** and Priced Bid as per Proforma-B uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not

conforming to this two-bid system shall be rejected outright.

- 4.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 4.3 Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.
- 4.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Security Declaration” (Proforma-V)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 4.5 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.
- 4.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 4.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.
- 4.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 4.9 Any Bid containing false statement shall be rejected.
- 4.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid shall be summarily rejected.
- 4.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.
- 4.12 Bidder must accept and comply with the following clauses as given in the

Bid Document in toto failing which bid shall be rejected:

- i) Performance Security Clause
- ii) Taxes Clause
- iii) Insurance Clause
- iv) Force Majeure Clause
- v) Termination Clause
- vi) Arbitration Clause
- vii) Liability Clause
- viii) Withholding Clause
- ix) Liquidated damages Clause
- x) Firm price
- xi) Bid Security Declaration
- xii) Integrity Pact

5.0 PRICE EVALUATION CRITERIA:

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

- 5.1 **Bids shall be evaluated on overall lowest cost to OIL for the services including GST (CGST & SGST/UTGST or IGST) i.e. L1 offer shall be determined considering the lowest quoted price in PART-III which shall be combination of PART-I and PART-II (as listed below).** The comparison of the responsive bids shall be made subject to loading for any deviation for both PART-I and PART-II.

PART-I: DECISION SUPPORT CENTER - eRTMAC FOR DRILLING OPERATIONS AT FHQ

The total estimated contract cost for “PART-I” for 04 (Four) years inclusive of all taxes & duties [including all applicable GST components] and except basic customs duty which shall be extra to oil's account is:

Total PART-I = a1+b1+c1+d1

Where,

a1 = Total cost of Decision Support Center for eRTMAC at FHQ for 04 Years (includes mobilization & commissioning, operating charges for four years and demobilization and decommissioning).

b1 = Total cost of integration of eRTMAC software with OIL ERP.

c1 = Total cost of Cloud Data Back-up for 04 Years (includes license and infrastructure costs) for 04 years.

d1 = Total cost for DSC-eRTMAC Personnel at FHQ for 04 Years.

PART-II: RIG-SITE PACKAGES – eRTMAC FOR DRILLING OPERATIONS

The total estimated contract cost for “PART-II” for 04 (Four) years and 04 (Four) rig site packages inclusive of all taxes & duties [including all applicable GST components] and except basic customs duty which shall be extra to oil's account.

Total PART-II = a2

Total PART-II for 04 (Four) nos. rigs = a2 x 4

Where,

a2 = Total cost of one rig-site package (excluding GST) for 04 (Four) years (includes mobilization, operating charges for four years, standby charges, interim mobilization, interim demobilization and demobilization).

PART-III: Grand Total Contract Cost for both Part-I and Part-II over 04 (Four) years inclusive of all taxes & duties and except Basic Customs Duty which shall be extra to OIL's account.

= Total (PART-I) + Total (PART-II)

- 5.2 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.
- 5.3 The contract shall be signed with successful bidder for the required services as per ‘Scope of Work’ of the IFB.
- 5.4 The bidders must quote their rates in the manner as called for vide “Schedule of Rates” under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 5.5 The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.6 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.

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

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

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

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

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

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

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

6.0 GENERAL:

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

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

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

7.0 PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

7.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

7.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

7.3 Documentation required to be submitted by MSEs:

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

Note: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

- iii. In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.
- iv. Provisions such as seeking support from another company by way of Technical Collaboration, submission of JV/consortium bid etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSE quoting on the strength of Technical Collaborators shall be eligible for the benefits reserved for MSEs (i.e. purchase preference). However, in case of submission of JV/consortium bids by MSEs (i.e. purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. Further, in case of bid from incorporated

JV/consortium, in order to avail the benefits, all the members of the bidder i.e. incorporated JV/consortium shall have to be MSE.

8.0 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT)

(PP-LC): Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. **FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG** shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

9.0 THIRD PARTY INSPECTION: Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is attached as Annexure-II.

9.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

9.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without

getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

9.3 The methodology of inspection/verification of documents is broadly as under but not limited to:

- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**
- (c) Verification of documents (but not limited to) are normally categorised as under:
 - **General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
 - **Additional Documents : (If applicable against the tender)**
 - Joint Ventures Agreements – To cross-check with JV Partners
 - Consortium Agreements – To cross-check with Consortium Partners

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- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern
- **Technical Criteria**
 - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- **Financial Criteria**
 - Check and verify Audited Balance Sheet/CA certificate
 - To check the Line of Credit, if incorporated in the tender.

Note: If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.

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

PART-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

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1.2.6 Sub-Contract:

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods:

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

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1.2.13 Drawings:

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

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

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1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

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1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 Entire Agreement: The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR’s BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 Waivers: It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

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3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting

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their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

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

- i. Overall supervision, co-ordination and Project Management at site
 - ii. Proper and optimum utilization of equipment and services.
 - iii. Monitoring of performance and progress
 - iv. Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, and consumption etc. after satisfying himself with the facts of the respective cases.
 - v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.
- Hence, the overall responsibility of quality of work shall rest solely with the

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CONTRACTOR.

- vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

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

9.0 Personnel to be deployed by contractor:

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

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

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10.0 PERFORMANCE SECURITY:

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

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 CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

10.4 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will

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be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

10.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

10.8 The Performance Security will not accrue any interest during its period of validity or extended validity.

10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

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

12.2 Notice of claims: CONTRACTOR or COMPANY, as the case may be, shall

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

12.3 Taxes:

- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

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

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

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

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

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

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice
Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

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

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

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

12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.

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

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

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

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

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

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

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or

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reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

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

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

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

14.0 INSURANCE:

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

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

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

14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be

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endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Certificate of Insurance:

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

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

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

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

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

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

14.9 Principal Assured:

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

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

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- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless

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COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

- 15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities

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and any suit, claim or expense resulting there from.

15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA

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LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORS.

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

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

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24.0 SUBCONTRACTING/ASSIGNMENT:

- 24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- 24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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CONTRACTOR of the right to use or disclose any information which is:

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

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

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

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under

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any circumstances.

- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount 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 no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period)

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- and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.
In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

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

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

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

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

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- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified

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otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall be binding upon the CONTRACTOR.

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

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

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

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
 - i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to

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- adhere to such laws.
- iv) Any payment due from CONTRACTOR in respect of unauthorised imports. When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

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

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions

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- made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

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

Notwithstanding anything to the contrary contained herein, it is agreed that

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except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

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

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

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

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

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

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

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

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

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

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

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

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

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

40.0 SEVERABILITY:

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

41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent

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document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

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

- 1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
- 2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- 3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
- 4) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- 5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

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- 6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)
- 9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- 10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
- 11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.
- 12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
- 13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- 14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in

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OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

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

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

42.5 Exclusions

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

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- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent

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Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- 44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].
- 44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth,

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the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

PART-II

SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS

1.0 Introduction

1.1 Background & Context

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

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

1.2 Drilling operations at FHQ

OIL currently owns and operates eleven (11) drilling rigs besides a number of charter-hire drilling rigs which are mobilized based on operational requirement. Over 1,000 wells covering over 3.5 million meters, varying in depth from 1,000 – 5,000+ meters, have been drilled in various surface and sub-surface environments, including high underground pressures and temperature conditions.

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

1.3 Solution Description

OIL intends to establish real-time drilling data flow to its FHQ, to set up a state of the art real-time drilling operations center to visualize and monitor drilling data and for management of real-time data for drilling analytics of its drilling rigs operating in the north-east region of India. Data acquisition, aggregation, transfer, visualization and analytics is required for the drilling rigs on a 24x7 basis.

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The supplied hardware/software shall be proven and best in class systems, latest at the time of implementation, based on state-of-the-art technology conforming to the objectives, scope, functional requirements, deliverables and other requirements set forth in this document. No prototype system or sub-system (application software/analytics) of an experimental nature should be offered. It shall be of open architecture for interfacing to existing third party/legacy system and provide flexibility for future up-gradations.

The envisaged enhanced Real Time Monitoring & Analytics Center for Drilling Operations (eRTMAC) for drilling will increase collaboration, drive data-driven decision making, allow management by exception and accelerate learning by enabling:

- 24x7 support for drilling
- Easy access to experts for advice and escalation
- Structured collaboration with technology partners
- Open, visual and collaborative environment
- Real time access to and analysis of drilling, geology and equipment data
- Standardized diagnostic tools and processes
- Easy access to repository of drilling/well information
- Comparative benchmarking and ILT
- Post well action reviews
- Drilling Analytics

This enablement will lead to lower drilling costs, greater production/recovery, increased profit and safer drilling operations for OIL on account of lower NPT (Non-Productive Time), reduced trips, higher ROP (Rate of Penetration), improved wellbore quality and faster response to new drilling information/events.

In order to set up an effective drilling eRTMAC, OIL wishes to partner with a contractor who shall ensure rig-site data collection, data transmission, data visualization and analytics in a contractor constructed drilling decision support center at FHQ as per the following scope of work.

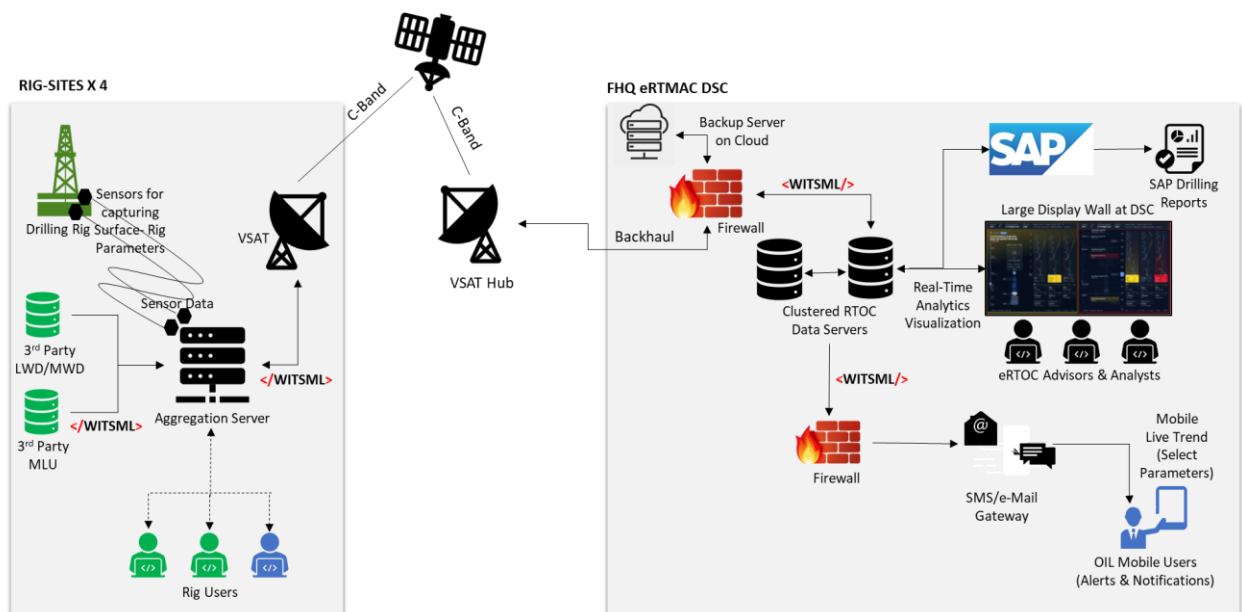
1.4 eRTMAC Scope of Work Overview

The scope of work is for the provision of 24 x 7 rig site data collection and aggregation, data communication and transmission system, data management, monitoring, analytics, reporting, setting up of a drilling decision support center, provision of training and capability building in order to support the Drilling Operations at OIL. Simultaneous real-time monitoring and analytics for upto four (4), on-shore drilling rigs operating for OIL in the north-east of India, over a period of four (4) years are in firm scope. The Drilling Decision Support Center (including all hardware such as screens, servers etc.) shall be designed and constructed to support simultaneous real-time monitoring and analytics. It is envisaged to provide a comprehensive data aggregation system solution and services, that

comprises surface data from contractor provided instrumentation, sub-surface data related to the well profile from third party and geophysical data such as MWD, LWD, Mud-logging, Wireline logging and other operations. These data will be available in industry standard format WITS/ WITSML (WITSML: Well site Information Transfer Standard Mark-up Language). The data will be transferred in real-time into a central repository server at FHQ using contractor provided V-SAT at rig. System should be able to automatically capture each activity based on the field proven automated intelligence algorithms, logics and matrices. System should be able to archive all data in a hierarchy and should be capable of streaming data (field wise, well wise, hole size wise etc.) and further be able to provide the analytics as and when required from stored historical data as desired. System should be able to provide real-time/historical Data analytics & visualization services for all the above data. The proposed technical architecture for eRTMAC is as follows:

eRTMAC - Proposed Technical Architecture

ILLUSTRATIVE



All Hardware & Software required during the operation are in the scope of the contractor and shall be on rental basis for the entire duration of the contract. Contractor's material will be returned after the completion of the contract.

During the contract period, the entire acquired data shall be progressively archived, in standard future usable format (WITSML) for visualization & analysis, on cloud servers on one of the selected CSP (Cloud Service Provider). Contractor will be responsible for procuring, operating and maintaining the cloud servers during the contract period and for transferring the servers along with associated drilling data to OIL at the end

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of the contract period in a standard future usable format as per mutual agreement with OIL.

2.0 eRTMAC Functional Requirement***Rig Site Data Collection and Aggregation***

A	FUNCTIONAL REQUIREMENTS: Rig Site Data Collection and Aggregation
1	<p>Contractor must supply, install, operate and maintain requisite sensors to collect the following surface parameters, uninterrupted, on a 24 x 7 basis:</p> <ul style="list-style-type: none">a) Hole Depthb) Bit Depthc) Block Heightd) Pump Strokes (SPM)e) Rotary speed (RPM) for Top Drive/Kelly Drivef) Stand-Pipe Pressure (SPP)g) Pit Level/Volume: Individual and sum (up to 6 pits)<ul style="list-style-type: none">o Active Pito Each Mud Pith) Mud Weight IN/OUT Volumei) Total Gas and H₂Sj) Casing Pressurek) Rotary Torquel) Trip Tank Level/Volumem) Mud Flow Rate IN/OUTn) Mud Temperature IN/OUTo) Tong Line pull (drilling string as well as casing string)p) Choke and Kill Line Pressureq) Cementing Unit Pressure.
2	<p>Contractor should provide adequate sensors and hardware/software to be able to measure/calculate (at the rig site) the following parameters on a 24 x 7 basis:</p> <ul style="list-style-type: none">a) Drilling rate (ROP)b) Weight on Bit (WOB)c) Weight on Hook (WOH)d) Top Drive/Rotary Torquee) Pit Level/Volume: Individual and sum (up to 6 pits)<ul style="list-style-type: none">o Gain/Lossf) Dc-Exponent (subject to availability of MWD data at rig site)g) Pressure Gradient (subject to availability of MWD data at rig site)

A	FUNCTIONAL REQUIREMENTS: Rig Site Data Collection and Aggregation
	h) Over pull during Tripping i) Lag Time Parameters j) Make up Torque (during make-up and running of drilling string/BHA and casing string).
3	Contractor must supply, install, operate and maintain 1. Two (2) zone certified HMIs (Human Machine Interface): a. 1 st at rig floor for all time viewing of the drilling parameters/analytics recommendation. b. 2 nd at Doghouse for updating IADC reports (see <u>Annexure 4</u> for sample IADC report). Contractor shall bring its own IADC reporting software. 2. One (1) Client terminal for Toolpusher's office 3. VOIP handphones at Toolpusher's office for seamless communications.
4	Contractor must supply, install, operate and maintain: a) SCR (Signal Condition Rack)/DAS/DAQ (Data Acquisition System) system to provide power to sensors, receive signals from sensors, calibrate data etc. b) Computer systems and software for on-line acquisition, aggregation, and transfer of data from contractor operated sensors and other service providers such as MLUs (Mud Logging Units), MWD/LWD (Measurement while Drilling, Logging while Drilling), Cementing Services, Logging Services and other service providers which shall share the data in industry standard format. c) Adequate electrical equipment to handle power spikes and harmonics from rig power generators.
5	In case the rig service provider's system/equipment is upgraded the Contractor will cooperate and take the data from the upgraded rig system/equipment without any additional cost to OIL.
6	CONTRACTOR must deploy and maintain a fully equipped skid-mounted unit to house CONTRACTOR operated computer system/aggregation server, UPS with capacity for two (2) hours power back-up for entire rig-site package, and other associated tools for sensor installation/maintenance.. The CONTRACTOR shall ensure its unit complies with all standard OISD/OMR/DGMS safety standards for deployment in hazardous areas. OIL will try to provide space, for the unit, as close to the rig floor as possible (while complying to safety standards). However, CONTRACTOR to provision adequate wiring for unit to be located upto 150 m away from rig floor.

A	FUNCTIONAL REQUIREMENTS: Rig Site Data Collection and Aggregation
7	<p>The CONTRACTOR's rig-site equipment shall be deployed on drilling rigs. These drilling rigs get hired/de-hired/rehired/moved from one location to another depending upon OIL's requirements. On completion of drilling of a well, completion of hiring period of the rig or due to any other reason at any point of time, the rig site equipment shall be required to be shifted to another location/ another rig/central location for reinstallation or for temporary storage. It shall be the responsibility of CONTRACTOR to dismantle, pack & make the equipment ready for transportation at short notice. OIL shall provide the means of transportation for equipment. Co-ordination with FHQ Drilling Services, OIL drilling department, new rig site shall be done by the CONTRACTOR for smooth transportation of equipment. Reinstallation at the new location due to rehiring or rig move shall also be the responsibility of the CONTRACTOR including laying of additional cable, fixing of additional accessories, if required, at no extra cost. Also, any shifting required within the same rig is also CONTRACTOR's responsibility at no extra cost for shifting. During such changes CONTRACTOR will be responsible for installing, calibrating, maintaining, uninstalling and transporting all sensors, hardware, aggregation systems, skid mounted units etc. during rig-up, rig-down, rig-movement and rig-change with minimum downtime to OIL. CONTRACTOR will also be responsible for management and reliability of LAN at rig sites that will be used for connection with other service companies (MLU, LWD, MWD, Wireline-logging, Cementing etc.).</p>
8	<p>OIL shall arrange for transportation of the skid-mounted unit during inter-location movement. CONTRACTOR's personnel are required to be present during loading, unloading and inter-location movement of the unit. OIL shall not be held responsible for any damage of the unit/equipment during inter-location movement.</p>

Data Communications and Transmission Systems

B	FUNCTIONAL REQUIREMENTS: Data Communications and Transmission Systems
1	<p>CONTRACTOR must supply, install, operate and maintain VSAT communication (extended C Band) equipment along with Switches, Routers (with adequate number of LAN, WAN ports), Network Racks etc. as required at all rig sites as well as the FHQ to allow for 24x7 two-way real-time data transfer from rig site to FHQ with minimum of 99.5% uptime.</p>
2	<p>CONTRACTOR has to provide VOIP enabled handphone and VOIP</p>

B	FUNCTIONAL REQUIREMENTS: Data Communications and Transmission Systems
	connectivity at each rig site as well as DSC consoles for seamless communication between rig site and DSC.
3	CONTRACTOR has to provide necessary equipment (e.g. UPS, surge protector etc.) to safeguard their data communications and transmission systems from power surge/lightening etc. The CONTRACTOR has to facilitate UPS power backup for at least two (2) hours to manage uninterrupted operations and protect from power failure at each rig site.
4	CONTRACTOR will be responsible for installing, calibrating, maintaining, uninstalling all required VSAT communication system equipment during rig-up, rig-down, rig-movement and rig-change as per COMPANY operational requirements.

Data Management, Monitoring, Analytics and Reporting

C	FUNCTIONAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting at the Drilling Decision Support Center
1	The CONTRACTOR shall provide a solution that can aggregate, transmit and display surface data gathered by CONTRACTOR's sensors and LWD/MWD/MLU etc. data provided by service companies operating on the rig. (See Annexure 1 for details on additional data availability). The software solution should be able to do drilling monitoring, surveillance and data analytics and should be able to provide visualization which assists COMPANY in understanding the real time WITSML feed. It should display all acquired drilling data and integrate the acquired drilling data (i.e. drilling parameters and geological data) in one single visualization display. It should support both private/personal and public visualization display templates.
2	COMPANY needs a solution that would merge Real-Time data coming from rig site with historical stored data and be able to quickly optimize various activities e.g. BHA/Bit make-up, ROP, Sliding, Tripping etc.
3	System should be able to receive, send and store the data from multiple service providers. All surface data to be acquired, recorded, stored and transmitted at a minimum of 5 seconds with the capability of increase to 1 second if requested ad-hoc. Additionally, some specific engineering applications may also require short periods of acquisition of extremely high-speed raw sensor output at min. 50Hz and so provider must be capable of providing the same. Associated hardware should be able to synchronize the server at all tiers for data transmission.
4	System should be able to take input of planned data from DDDP (Depth Data Drilling Program)/GTO/well plan/Directional

C	FUNCTIONAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting at the Drilling Decision Support Center
	profile/Litho column/Plan curve for Down hole ECD/ Plan curves for Torque and Drag/Plan days/Inputs on all planned activities for each flat time/Well bore cleaning tool/Cutting bed/Surface Pressures/BHA modeling/Alarm Setting for each activity/X-plots etc. in WITSML/LAS/ASCII/CSV. It should be able to take and incorporate images from PDF files. The CONTRACTOR may extract relevant information from such PDF files/images using CONTRACTOR provided manpower at DSC.
5	System should be able to create the hierarchy-based data i.e. Company-Field-Area-Well-Hole size, and be able to provide any analytical graphs, patterns and insights between all hierarchical levels for better and quick decision making.
6	<p>Only trusted data is to be delivered to the eRTMAC. CONTRACTOR should offer a system that will do near real time data QC (Quality Check) by:</p> <ul style="list-style-type: none"> a) Creation of sensor specific data quality checks that take into consideration rig activity. b) Screening incoming WITS0/WITSML data feed taking into consideration the 'operational state'. <p>The system should also include a QC visualization layer which will present data QC dashboards and reports to the Data QC professional for dissemination and corrective action.</p> <p>The system shall enable capture of, for each event/record:</p> <ul style="list-style-type: none"> i System Latency ii Data Presence iii Data Range/validity <p>The system shall enable capture of, for each 'operational state':</p> <ul style="list-style-type: none"> iv Bit Position (rate of change) v Block weight/position <p>See <u>Annexure 2</u> for additional notes on data quality, commercial analytics, drilling analytics and visualization requirements.</p>
7	System should be able to address & provide real time drilling engineering solutions, including but not limited to, Torque and Drag analysis, Hydraulics Optimization, Parameter Optimization etc.
8	System should be able to generate multiple real time trend analysis of actual vs. ideal, provide early dysfunctional symptom detection. Physics and first principle based dysfunctional models are in firm

C	FUNCTIONAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting at the Drilling Decision Support Center
	scope.
9	<p>System should be able to customize dashboards and display (at all applicable displays – rig floor screen, FHQ-DSC, mobile devices) according to the COMPANY’s requirements.</p> <p>CONTRACTOR should be equipped and have experience of preparation of logs and real time data visualizations in industry standard templates/customized templates as required by COMPANY. CONTRACTOR should be able to present the data in standard logs, logarithmic scale, image log, 2-D and 3-D well profiles and subsurface visualizations.</p>
10	<p>System should also help and suggest the benchmarking of different drilling activities for drilling optimization and increasing the efficiency. CONTRACTOR is accountable for providing practical recommendations and is not responsible for implementing them. Implementation to be carried out by COMPANY Drilling team. See <u>Annexure 2</u> for additional notes on commercial analytics and drilling analytics</p>
11	<p>System should reprocess WITS0/WITSML data via physics-based algorithms to deliver instantaneous rig state and, via OSD (Operational State Detection), automatically derive ‘activities’ from rig state. An automated ‘activity’ will be populated directly from stored and processed WITS0/WITSML data. The service will deliver ‘activity’ code assignment at the phase/task levels using approved COMPANY ‘activity codes’, customizable ‘fixed text remarks’ for all operational tasks and automated identification of NPT/ILT.</p>
12	<p>System should offer a reporting and visualization tool that provides unlimited ad-hoc views of the database in both report and dashlet/dashboard formats. System should allow the user to develop private and public dashboards using drag-and-drop capabilities without the requirement for specialist input from CONTRACTOR. This will assist in the generation of a ‘visual’ morning/IADC reports.</p>
13	<p>System should generate graphical reports using predefined templates. Solution should be able to provide IADC reports, complete well summary reports and end of well reports based on the available analysis data set in detail along with analysis of invisible lost times and issues. CONTRACTOR to bring it’s own system/software to generate IADC reports.</p>
14	<p>CONTRACTOR will enable Management Level Reporting and Rig Ranking. These reports will contain information about all COMPANY rigs and is intended specifically for Management to analyze the Rig Service Provider’s along with its Drilling Crew’s performance, and third party Service Provider’s performance on a regular basis. The list of KPIs selected for the management scoreboard will be conveyed</p>

C	FUNCTIONAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting at the Drilling Decision Support Center
	based on the operational requirement.
15	CONTRACTOR should be able to provide the accurate performance matrices (KPI's) for drilling and flat time (time spent on running and cementing casing, making up BOP stacks/wellheads etc.) operation (Minimum required KPI matrix is attached at <u>Annexure 3</u>).
16	System should be able to give accurate and independent KPI comparisons across fields, rigs, wells, hole-sizes and crews.
17	System should be able to identify the performance deviations, drilling risks and performance targets (including but not limited to anti-collision risks). While anti-collision risks and associated calculations are to be provided by directional drilling service provider/COMPANY, CONTRACTOR's system must have ability to input offset well data/well plan etc. and must have sufficient algorithms, alarms to trigger alerts in real-time when there is risk of collision.
18	System should be able to generate alerts, alarms and reminders when critical equipment servicing or testing is due (e.g. BOP testing). Scope is limited to time-based alarms on manually entered activity logs.
19	System should provide the quantitative analysis of potential improvements in invisible lost time and improvements in flat time. It should also be able to monitor and report the performance across drilling rigs against targets.
20	System should have the benchmark and target evaluation by statistical data analysis, bar and pie chart analysis, automated and manual targets settings, comprehensive customizable reporting.
21	System should be able to prepare and report the analytics in presentable and easily understandable format along with excellent visualization for comprehensive reporting.
22	System should provide and support customized e-mail and SMS facility in an agreed format by COMPANY to users and live chatting/collaboration between rig(s), decision support center at FHQ and other relevant drilling executives who might be accessing the data on their mobile devices.
23	System should be able to provide access to visualizations for key select parameters (~10) for each rig, to few select COMPANY employees (~100) on their mobile devices preferably through mobile applications or mobile browsers.
24	CONTRACTOR to provide daily summarized system uptime and downtime (24 hour) reports. System should also display running status of sensors using visualizations to keep live track of sensors which are operational and which are not. CONTRACTOR shall design this report in consultation with COMPANY representative leveraging the Schedule of Penalty format

C	FUNCTIONAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting at the Drilling Decision Support Center
	for automatic calculation of downtime mentioned as per line-items in the Schedule of Penalties, viz: <ul style="list-style-type: none"> i. Downtime of Vital Sensors ii. Downtime of 'Other' Sensors iii. Downtime of Aggregation & Communication Systems iv. Downtime of Real-time Data Visualization at FHQ Drilling DSC or on mobile devices v. Downtime of Real-time Data Analytics per rig/per KPI basis
25	System should be able to raise alerts and notify select users during sensor/transmission/software system downtime.
26	CONTRACTOR shall provide integration with COMPANY SAP (ERP) in order to push IADC report data into SAP once a day to enable viewing of well progress by relevant COMPANY top management. This report/data shall be pushed to COMPANY ERP at 6:30 AM (IST) everyday.
27	System should have tiered/federated user access management and should be capable of generating various logs related to data transfer, user activity etc.
28	System should allow users to add and capture drilling events, risks, benchmarking, best practices, capture lessons learned and near misses while monitoring.
29	System should allow users to: <ul style="list-style-type: none"> a) Set alarms and warnings configuration. b) Export AND Import data in ASCII, LAS 2.0, CSV. c) Do formula calculation on web-based data viewer/portal (ability to create custom-built calculations from real time drilling data, on the web-based data viewer/portal and to display the custom-built calculations together with real time drilling data.)
30	The system must support multiple web browsing software. In particular, it must support the COMPANY standard Microsoft Internet Explorer version 9 and above, Microsoft Edge, Google Chrome, Mozilla Firefox etc.
31	On completion of each well, CONTRACTOR will submit detailed well analytics report in soft copy in a structure (look and feel) and format (pdf, word, excel) agreed with COMPANY. CONTRACTOR will also help OIL export all well related data into OIL's EDM Database at the end of each well. - Contractor's team has to fill daily operations data in OpenWells (OIL's Drilling Database) and connect it to visualization software to show analytics like - offset well based analysis, Days vs Depth, BHA performance analysis, Bit performance analysis etc.

C	FUNCTIONAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting at the Drilling Decision Support Center
32	The CONTRACTOR shall work in close coordination with other agencies/groups in COMPANY like drilling services, local Infocom, third party agencies providing services like MWD/LWD/Mud Logging/Wireline Logging etc., for smooth transmission of drilling data to centralized server and its visualization to the users.
33	<p>CONTRACTOR will also track potential impact/value of eRTMAC recommendations (in rupees saved, production increased, time saved etc.) by calculating/estimating improvements in:</p> <ul style="list-style-type: none"> a) Wells Out of Zone b) Subsurface NPT c) Total cycle time per well d) Sidetracks e) Catastrophic Events f) Other events as agreed between COMPANY and CONTRACTOR
34	CONTRACTOR will deploy an experienced Drilling Advisor at COMPANY FHQ who will tap into CONTRACTOR's global network of drilling experts to recommend relevant and new drilling solutions in order to improve drilling operations or to help troubleshoot pertinent drilling challenges of the COMPANY. Drilling Advisor will be accountable for providing practical recommendations. Implementation of recommendations will be carried out by COMPANY.
35	CONTRACTOR will deploy, on 24x7 availability, Drilling Data Analysts at COMPANY FHQ to help in well planning, well monitoring, carry out drilling analytics and assist in creating adequate reports. One Drilling Data Analyst shall be demobilized after 01 (one) year of operations. The other Drilling Data Analyst shall continue to man the DSC who along with the Data QC Professional and the Drilling Advisor shall ensure 24x7 manning of the DSC by at least one vendor personnel at any point in time. If required COMPANY may continue with Data Analyst or may request for Re-Mobilization of Data Analyst after year one (1) at the same contract terms and conditions.
36	CONTRACTOR will deploy on 24x7 availability, Data QC Professionals at COMPANY FHQ to do Real-Time Data QC and aid in FHQ system uptime. One Data QC Professional shall be demobilized after 01 (one) year of operations. The other Data QC Professional shall continue to man the DSC who along with the Drilling Data Analyst and the Drilling Advisor shall ensure 24x7 manning of the DSC by at least one vendor personnel at any point in time. If required OIL may continue with Data QC Professional even after year 01 (one) basis agreed upon contract rates. If required

C	FUNCTIONAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting at the Drilling Decision Support Center
	COMPANY may continue with Data QC Professional or may request for Re-Mobilization of Data Analyst after year one (1) at the same contract terms and conditions.
37	Contractor shall deploy up to two (2) pooled Support Personnel for Maintenance of Rig-Site Packages to install, uninstall, maintain, troubleshoot any issues with the rig site sensor, display, input, aggregation and data transfer systems. On a case to case basis COMPANY may also request a Support Personnel to work out of a rig-site (dedicated to one rig-site for multiple days). In certain operational circumstances, upon mutual agreement, and as per mobilization, demobilization and operating day rates mentioned in the Contract, COMPANY reserves the right to place a call out order on the CONTRACTOR for additional Support Personnel for Maintenance of Rig-Site Packages. Work conditions/hours at rig-site to be managed as per latest DGMS/OMR rules. If required COMPANY may request for additional Mobilization of Support Personnel for Maintenance of Rig-Site Packages at the same contract terms and conditions.
38	Contractor shall have a robust governance structure in place consisting of a Project Leader and a Drilling SME (Subject Matter Expert) to ensure regular support and expert technical expertise. More details about the roles and responsibilities of the Project Leader and Drilling SME can be found at the <u>Personnel Requirement</u> section of the document.

FHQ Drilling Decision Support Center Set Up

D	FUNCTIONAL REQUIREMENTS: FHQ Drilling Decision Support Center Set Up
1	The FHQ Decision Support Center will consist of one (1) DRIVE room which will be housed on the 2 nd floor (Ground + 1) of the COMPANY Drilling Department at NIA (New Industrial Area) located in Duliajan, Assam. The DRIVE room shall be fitted with state-of-the-art visualization, communication and collaboration technologies for management of digital information and improved decision making. Indicative DRIVE room layout has been shared in <u>Annexure 5</u> and <u>Annexure 6</u> and they shall be used as a reference only. The CONTRACTOR shall take measurements of available space, shall incorporate minimum hardware requirements mentioned in functional and technical scope and shall propose the optimized room layouts, based on inputs and knowledge from advanced collaboration environments which shall incorporate best in class human-centered design concepts. CONTRACTOR shall proceed to construct the rooms once COMPANY has approved the layouts.

D	FUNCTIONAL REQUIREMENTS: FHQ Drilling Decision Support Center Set Up
2	<p>The DRIVE (Drilling Real-time Intelligent Visualization Environment) room shall have capacity for up to 15 (fifteen) people. The room will have a state-of-the-art Display Wall System, Display Controller and 04 (four) consoles for simultaneous sharing and review of real-time drilling information to identify and prioritize issues. Additional video conferencing equipment shall also be provided in DRIVE room (with high resolution camera and microphone) to enable crisp communications capabilities with third parties outside the COMPANY network.</p>
3	<p>The DRIVE room shall be provided to COMPANY fully equipped, with video conferencing system, sound system, collaboration tools, workstations/consoles, high-end furnitures, smart conferencing software (Microsoft Teams or equivalent), VOIP systems, and an interactive whiteboard application.</p> <p>The rooms will be designed and set-up by suitably qualified personnel who will deliver on the following requirements, amongst others:</p> <ul style="list-style-type: none"> a) Internal fittings and furnishings b) Electrification as required c) Air-conditioning as per requirement d) Lighting and illumination (manual & automatic controls) e) Un-interrupted power supply f) Security system of the rooms and QHSE g) Power back-up through on-line UPS
4	<p>CONTRACTOR shall also provide a solution to allow content from DRIVE room to be viewed by remote users either working remotely on a Windows PC, or mobile personnel with iOS/Android devices, e.g. DIC/IM/AM (Drilling-In-Charge/Installation Manager/Asset Manager) on the move, deployed field personnel or remote experts over the internet simply using URLs without having to install any special or proprietary application software on PC or mobile devices.</p> <ul style="list-style-type: none"> a) Users shall simply be using standard mobile internet network (3G/4G/5G). b) It shall allow content from DRIVE room to be combined in a tiled fashion to be shared with remote users. This solution, while making it possible to share information from drilling rigs with remote experts, shall not in any way affect or interact with secure networks. Moreover, the solution shall be in compliance with relevant COMPANY's IT practices c) The solution should allow up to one hundred (100) mobile users to remotely monitor drilling progress, real-time data on their mobile devices or laptops.

D	FUNCTIONAL REQUIREMENTS: FHQ Drilling Decision Support Center Set Up
	<p>d) This solution shall provide a web portal where remote users shall be able to log in and view the content being shared. While viewing the feed, the user shall be presented with a number of viewing options such as timeline with pause, step back, step ahead, catch up to live, persistent storage up to 01 (one) hour, full screen, and fit to view window.</p> <p>e) The Web Streaming Server shall be able to support up to 100 (one hundred) simultaneous users who log into the system for viewing.</p>

Training and Capability Building

E	FUNCTIONAL REQUIREMENTS: Training and Capability Building
1	CONTRACTOR shall provide a written and illustrated instruction and training program to be used for training and competence development of COMPANY's personnel.
2	CONTRACTOR shall conduct seminars to instruct COMPANY about the installation, operation and maintenance of the eRTMAC, based upon the content and scope agreed with COMPANY.
3	The objective of the training program shall be to train COMPANY personnel to competent level across all major equipment and systems.
4	CONTRACTOR shall generate a training plan for COMPANY acceptance. Non-adherence to training plan shall lead to Liquidated Damage Charges being applicable on the vendor as defined in Liquidated Damages Clause defined in Special Conditions of the Contract (SCC) f
5	<p>CONTRACTOR shall provide the following:</p> <p>a) Training manuals (in English only)</p> <p>b) Video</p> <p>c) Simulation and animation training aids</p> <p>d) Courses for all systems under the eRTMAC scope.</p>
6	<p>Course materials shall be issued to all course participants both in hardcopy, and electronic format.</p> <p>The materials shall become properties of COMPANY or its participants.</p>
7	<p>CONTRACTOR shall provide two categories of training sessions.</p> <p>a) User Training Courses</p> <p>b) System Maintenance Training Courses</p>
8	The training services shall also include informal training courses on the job, during system on-site testing and commissioning, by allowing COMPANY's technicians or engineers to participate in the

E	FUNCTIONAL REQUIREMENTS: Training and Capability Building
	job.
9	The training courses shall be conducted in English/Hindi at FHQ.
10	<p><u>User Training Courses:</u> CONTRACTOR shall provide one (1) training session of five (5) working days for ten (10) participants, every year, during the contract period.</p> <p>The audience of this training course will be COMPANY executives from drilling, petro-technical or IT domains.</p> <p>The training course will include modules on:</p> <ol style="list-style-type: none"> Drilling analytics models. Modification of models. Data presentation and HMI. Accessing/interpreting real-time data feed on different devices. Understanding systems reports and advices. Setting up and modifying operating conditions and alarms. Other modules agreed upon between COMPANY and CONTRACTOR as per COMPANY requirements
11	<p><u>System Maintenance Training Course:</u> CONTRACTOR shall provide 02 (two) training sessions of five (5) working days for upto 20 (twenty) participants, at the beginning and end of the contract period.</p> <p>The audience of this training course will be COMPANY executives from Drilling/Drilling Instrumentation/IT Field Communication departments. 3rd party eRTMAC CONTRACTOR personnel may attend this training to ensure smooth handover in case of change of eRTMAC CONTRACTOR at end of contract</p> <p>The training course will include modules on:</p> <ol style="list-style-type: none"> Sensors/Instrumentation Systems Aggregation Server Data formats/mnemonics Data back-up Data security Cold-start procedures New release implementation First-level trouble-shooting diagnosis Addition of malfunction Update of Screens VSAT and Field Communications Other modules agreed upon between COMPANY and CONTRACTOR as per COMPANY requirements.

eRTMAC Technical Requirement***Rig Site Data Collection and Aggregation***

F	TECHNICAL REQUIREMENTS: Rig Site Data Collection and Aggregation
1	<u>Rate of Penetration (ROP): (m/hr and Min/m) and Depth (m)</u> a) Accuracy: 0.1% (+/-0.5m) b) Recording interval: 0.3 meter c) Sensor: Proximity/ Roto encoder d) Drilling break alarm: User defined
2	<u>Travelling Block Height:</u> a) Accuracy: 0.1% (+/-0.5m) b) Recording interval: 0.3 meter c) Sensor: Proximity/Encoder
3	<u>Total Hydrocarbon Gas Detection:</u> a) Sensitivity: 1-100 ppm b) Range: 0 to 100% (LEL) c) Detector: IR (Infra Red)
4	<u>Weight on Hook and Weight on Bit:</u> a) Accuracy: $\pm 1\%$ (of full scale) b) Sensor: Hydraulic/Pressure Transducer c) Range: 0 to 1000 Tons <i>Option: 50 bar Pressure sensor/ Electrical Tensiometer</i>
5	<u>Mud Pump Strokes (As per rig provisions) and Cementing Unit Pump strokes:</u> a) Accuracy: ± 1 Stroke b) Range: 0 to 200 SPM c) Sensor: Proximity
6	<u>Rotary RPM:</u> a) Accuracy: $\pm 1\%$ (+/- 1 RPM) b) Sensor: Proximity c) Range: 0 to 200 RPM
7	<u>Mud Pit & Trip tank Volumes (as per provisions on rig) including Sand Traps:</u> a) Sensor: Ultrasonic (4-20 mA) b) Accuracy for Mud Pits: ± 1.25 bbl in a tank of 2.5m (L) x 2m (B) (± 0.5 ft) c) Accuracy for Trip Tank: ± 0.5 bbl in a tank of 2.5m (L) x 2m

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F	TECHNICAL REQUIREMENTS: Rig Site Data Collection and Aggregation
	(B) (± 0.5 ft) d) Range: 0 to 700 bbl per pit (0 to 30 ft)
8	<u>Flow Rate In and Out:</u> a) Flow rate in Accuracy: $\pm 1\%$ b) Range: 0 to 1200 gall/min. (calculated) c) Flow rate out Sensor: Potentiometric, paddle type, proximity d) Flow rate in Sensor: Proximity e) Flow rate out Accuracy: (+/-1%) f) Range: 0 to 100% flow
9	<u>H₂S Detection (Two Channels):</u> a) Accuracy: ± 1 ppm b) Detector: Solid state semiconductor/electro-chemical sensing element c) Range: 0 to 100 ppm d) Calibration ampoules: 15 ppm and 60 ppm
10	<u>Rotary Torque/Top Drive Torque:</u> a) Accuracy: $\pm 1\%$ b) Sensor: Electric c) Range (Electric): 0 to 1000 Amps d) Range (Hydraulic): As suitable
11	<u>Pressure (Stand Pipe, Well Head, Choke & Kill Line, Cementing Unit, Casing)</u> a) Accuracy: $\pm 1\%$ b) Sensor: Hydraulic/Pr. Transducer c) Range: 0 to 15000 psi d) Linearity: 0.5% <i>Option: 400-750 bar Pressure sensor</i>
12	<u>Mud Weight In and Out:</u> a) Mud specific gravity range: 6 to 24ppg b) Sensor: Differential Pressure c) Accuracy: $\pm 0.5\%$ <i>Option: Coriolis Effect Sensor/ Pressure differential sensor</i>
13	<u>Mud Temperature In and Out:</u> a) Range: 0 to 200°C b) Sensor: Platinum Resistance c) Accuracy: $\pm 1\%$
14	All sensors/instrumentation to be OMR-2017 compliant and should be of premium make (Pason/MDTotco or equivalent)

F	TECHNICAL REQUIREMENTS: Rig Site Data Collection and Aggregation
	<p>The system should meet following minimum specifications:</p> <ul style="list-style-type: none"> a) System configuration with backup and restore capabilities. b) System should be capable of providing Remote I/O topology c) Built-in channel quality monitoring to identify wire breaks, shorts, and sensor failures. d) Nonlinear and multivariable sensor calibration capability for complex measurements and custom on-site algorithm capability with built-in script editor. e) Fiber and Wireless communication options for communicating central processing unit with Remote I/O stations suitable for land rigs.
15	Contractor must maintain back-up set of vital sensors viz. Draw-work, pumps, rotary, hook load, pressure, pit-level, mud flow Faulty sensors, if any, shall not be considered as back-up sensor.
16	<p><u>Rig Floor and Dog-House HMIs:</u></p> <p>The Rig Floor and Dog-House computers should have flat-screen (LCD) monitor of minimum 19" size and shall be housed in a stainless-steel enclosure (Purge system) to be operated in Class I Division 2 (as per OMR guidelines) hazardous areas – virtually installable in all area where a data display may be necessary. Continuous airflow at modest rate shall be necessary to maintain positive pressure. Signal boosters in classified areas may be required and is in scope of CONTRACTOR.</p>
17	<p><u>Tool Pusher Client Workstations:</u></p> <p>The Tool Pusher Client Workstation should have flat-screen (LCD) monitor of minimum 19" size.</p>
18	Data Aggregation system is required to be equipped with UPS system having modern filter circuits (linear power supply for all the sensitive equipment connected) to eliminate spikes generated by SCR power converter and harmonics during operation. UPS power backup for at least two (2) hours is required in order to manage uninterrupted operations and protect from power failure at each rig site. COMPANY will not be responsible for damage to any equipment/computer system of the CONTRACTOR due to spikes and harmonics arising out of power supplied from rig. The CONTRACTOR shall procure, install, maintain an adequate isolation to avoid failure of equipment.
19	In case of a break in communication service, rig-site system must be able to continue to receive and cache real-time data from rig-site providers with sufficient cache capacity (minimum 60 days of data cache capacity) and must be able to re-synchronize and mirror all

F	TECHNICAL REQUIREMENTS: Rig Site Data Collection and Aggregation
	cached data with the main data hub server as and when the communication restores, thus ensuring no long term gap in data in central database or on displays. Softwares must be able to input static data files such as LAS, ASCII and excel into the WITSML data store to allow patching any lost data or addition of any necessary data.
20	The aggregation solution shall perform preliminary analysis and filtering on the data such as checking for frozen data, data out-of-range, and instrument failure tags that may be available.
21	The rig site data acquisition system should handle real-time data acquisition from all required rig site sources (MLU, MWD/LWD/RSS, Wireline etc.) as long as the data is complying with WITSML 1.3.1 (or future releases within contract period), serial or TCP/IP WITS0, OPC or any other industry standard format. It is expected that the CONTRACTOR's rig-site systems will be provided and supported as a permanent fixture for the duration of the Contract as part of the CONTRACTOR's rig-site data aggregation service. The CONTRACTOR's rig-site system shall be housed appropriately as instructed by COMPANY. System should be capable of providing automated data exports to FHQ-DSC without any additional aggregating hardware in between.
22	All panels and junction boxes should comply with IP-66 regarding Zonation.
23	<p>The fully equipped skid-mounted unit shall meet the following guidelines:</p> <ul style="list-style-type: none"> a) Designed and manufactured for working in extreme tropical weather conditions and isolated areas b) Provision for lifting from top and skid c) Fittings must be made from ant-proof and fire-resistant material d) Should have anti-corrosive measures e) Sloped Roof f) Door with lock g) Foldable Steps h) Suitable storage for all sensors and instrumentation

Data Communications and Transmission Systems

G	TECHNICAL REQUIREMENTS: Data Communications and Transmission Systems
1	CONTRACTOR shall provide a minimum dedicated uplink bandwidth of 256 Kbps and a minimum dedicated downlink bandwidth of 256 Kbps per rig site on 24x7 basis during the contract/mobilization period.

G	TECHNICAL REQUIREMENTS: Data Communications and Transmission Systems
2	CONTRACTOR shall ensure a minimum backhaul requirement of 3 Mbps (duplex mode), MPLS connectivity to DSC-FHQ for smooth real-time data transfer between rig-sites and DSC-FHQ.
3	CONTRACTOR to ensure the prioritization of bandwidth allocation at rig site should be in the following order: P1. Sensor Data from rig site P2. Voice Calls between rig site and DSC-FHQ
4	CONTRACTOR to always ensure that average latency of not more than 850ms at no load is available at Duliajan DSC-FHQ eRTMAC center, to prevent backhaul choking during real time data visualization.
5	CONTRACTOR shall have bandwidth utilization monitoring facility, link status monitoring and logging facilities. The CONTRACTOR shall provide a service report with following details as and when required by COMPANY: a) The details of downtime if any b) Rig site wise bandwidth utilization c) Backhaul link bandwidth utilization d) Backhaul link latency
6	CONTRACTOR to ensure proper coverage in all rig site locations, for which a Link Budget calculation is required to be submitted by the CONTRACTOR. A Link Budget would provide calculation involving the gain and loss factors associated with the antennas, transmitters, transmission lines and propagation environment.
7	CONTRACTOR needs to ensure that Modem (indoor unit – IDU) required at rig site to transfer data between sensor data and RF part (antenna, BUC and LNB) is of excellent quality and has the following minimum specifications: 1. <u>In route:</u> a) In route data rate capability: Min. 192 Kbps b) Modulation: QPSK, 8PSK, 16-APSK, 32-APSK or better c) In route Access: TDMA / FTDMA / MFTDMA d) Bit Error Rate (BER): Better than 1×10^{-7} 2. <u>Out route:</u> a) Out Route Data rate: Upto 40 Mbps. b) Out route format: DVB-S2/DVB-S2X c) Modulation : QPSK, 8PSK or better d) Bit Error Rate (BER): Better than 1×10^{-7} 3. <u>Physical Interface:</u> a) No. of Ethernet Ports: Minimum Two (2)

G	TECHNICAL REQUIREMENTS: Data Communications and Transmission Systems
	b) Port Speeds: 10/100 Mbps c) Data Transport Protocols: TCP/IP and UDP, TCP acceleration 4. <u>Environmental specifications:</u> a) Temperature Range: 0 to 40° C operating b) Humidity: min. 90% RH non-condensing
8	CONTRACTOR needs to ensure that BUC (Block Up Convertor) required at rig site to transmit data between to VSAT is of excellent quality and has the following minimum specifications: 1. Power Output: As per Link Budget 2. Transmit (Output) frequency: 6.725 to 7.025 GHz 3. Receive (Input) frequency: 965 to 1,265 MHz 4. Temperature Range: -5° to +50° C (operating) -20° to +70° C (storage)
9	CONTRACTOR needs to ensure that LNB (Low-Noise Block) required at rig site to receive data from modem VSAT is of excellent quality and has the following minimum specifications: 1. Receive Frequency: 4.5 to 4.8 GHz 2. Output Frequency: 960 to 1,260 MHz 3. DC power requirement: From Indoor Unit 4. Temperature Range: -5° to +50° C (operating) -20° to +70° C (storage)
10	CONTRACTOR needs to ensure that VSAT Antenna required at rig site to transmit/receive data from/to VSAT is of excellent quality and has the following minimum specifications: 1.8 Mtr Ex-C band VSAT Terminal - Feature Description <u>General:</u> 1. The antenna should be 1.8m VSAT Antenna 2. The antenna should operate 4.500–4.800 GHz RX and 6.725–7.025 GHz Tx 3. The mid-band shall be 36.90 dBi (Rx) and 40.3 dBi (Tx) 4. The antenna shall support linear polarization 5. The cross polarization shall be -30 dB 6. The axis ration shall be 1.3 VAR (2.28 dB) 7. The VSWR shall be 1.3:1 Max <u>Mechanical:</u> 1. The Reflector Material of the antenna shall be Glass Fiber Reinforced Polyester SMC or similar material 2. The Antenna Optics shall support the Offset Fed 3. The antenna azimuth adjustment range shall be 360°

G	TECHNICAL REQUIREMENTS: Data Communications and Transmission Systems
	<p>Continuous Coarse adjustment</p> <p>4. The elevation adjustment range shall be 15° - 80° continuous fine adjust</p> <p>Environmental:</p> <p>1. The antenna shall be capable of withstanding a wind speed of 200 KM/h</p> <p>2. The antenna must operate within a temperature of 0° to 50°C</p> <p>3. The antenna shall not corrode due to effect of Salt, Pollutants and Contaminants</p>

Data Management, Monitoring, Analytics and Reporting

H	TECHNICAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting
1.	CONTRACTOR should provide the complete set of the required central servers at on-premise FHQ location, along with all the required software for data analytics & visualizations. Data analytics & display tool should be web based, so that assigned users can access the server and application analytics from anywhere in the COMPANY LAN.
2.	<p>The FHQ server shall have the following minimum specifications:</p> <p>a) Servers shall be rack installable, based on 2 x INTEL® x64 architecture XEON® E5 processor series CPU, 18 Cores, Intel® 10th Generation or better.</p> <p>b) Shall have enough CPUs (as above), HDD (4 X 1 TB SSD and 4 x 1.2 TB 10K RPM SAS HDD minimum) and RAM memory (512GB minimum) for high end, high performance computing, of the proposed software application.</p> <p>c) Optical Devices: Internal, DVD +/- RW</p> <p>d) Network: (a) Integrated Gigabit Ethernet ports (b) 10G MMF Network Card with dual ports along with driver for the supplied OS (OEM Certified);</p> <p>e) Ports: USB 3.0/USB 2.0 /Serial/VGA.</p> <p>f) Operating Systems: 64 bit RHEL Server 7.0 or above with media or 2016 Microsoft Server.</p> <p>g) Servers shall be sized such that all raw real time data can be stored for a period of five (5) years.</p> <p>h) Servers shall have a minimum of 20 % HDD spare capacity.</p> <p>i) Servers shall allow a remote connection to be used for remote diagnosis.</p>
3.	Minimum of two (2) servers shall be provided per rig-site location,

H	TECHNICAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting
	<p>with specifications to support smooth sensor data collection and rig-site data aggregation. Number of servers, CPU speed and RAM shall be enough to allow for the required performance. It shall be possible to upgrade these to allow for future expansion should the need arise.</p> <p>a) Rig site location servers shall have adequate compute, storage, configuration etc. requirements and should be as per the rig-site location parameters.</p> <p>b) CONTRACTOR to share required hardware configuration for rig-site servers.</p> <p>c) Rig-site servers shall be sized such that all raw real time data can be stored for a period of two years from the date of data acquisition.</p> <p>d) Servers shall have a minimum of 20 % HDD spare capacity.</p> <p>e) Backup drive(s) shall be incorporated into the hardware configuration to save the drilling data at regular intervals.</p> <p>f) Servers shall allow a remote connection to be used for remote diagnosis.</p>
4.	<p><u>Business Continuity:</u></p> <p>Server should have redundant nodes (clustered servers) in a failover cluster mode, where they are designed to take over operations for one another in the event of failure of one of the nodes.</p>
5.	<p><u>Business Continuity:</u></p> <p>System should ensure back up of eRTMAC data daily with frequency of twice in a day on a backup cloud server. CONTRACTOR to share required storage specifications to be set up in the cloud for eRTMAC server back up. CONTRACTOR to also ensure that back up data is stored in WITSML format on cloud so that data recovery, in case of downtime, can be quickly restored within 1-2 hours. CONTRACTOR to share all proposed softwares and specifications to meet the requirement.</p>
6.	<p><u>Business Continuity:</u></p> <p>CONTRACTOR to ensure the amount of data that is required to send to back up cloud server daily, should not choke the network bandwidth during back up data transfer. Back up to be scheduled during least network traffic times (preferably at night) so that business as usual is not distressed.</p>
7.	<p>CONTRACTOR will be responsible for setup, configuration, integration, regular performance checks and maintenance of cloud service provider (CSP) server hardware, software and services. The CONTRACTOR should provide regular CSP services consumption</p>

H	TECHNICAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting
	billing details along with invoices raised as part of eRTMAC contract.
8.	Cloud solution provider should have the capability to increase/decrease compute, storage etc. capacities on demand from the portal with an uptime guarantee of 99.9% .
9.	Solution architecture for cloud-based implementation and backup should ensure data residency in India in compliance with GoI regulations.
10.	Proposed CSP (Cloud Service Provider) should be from the selected empaneled major cloud service providers by MEITY (Ministry of Electronics and Information Technology).
11.	CONTRACTOR to adhere to the guidelines detailed by Government of India (available at https://meity.gov.in/content/gi-cloud-meghraj) for selecting a cloud service provider and SI partner for PSUs like Oil India Limited.
12.	CONTRACTOR to facilitate the data security certificates required from the CSP as per Government of India, MEITY (Ministry of Electronics and Information Technology) guidelines.
13.	CONTRACTOR will provide and maintain the cloud services in partnership with cloud service provider.
14.	CONTRACTOR should provide cost of cloud infrastructure and related services based on the system requirements as part of commercial bid for evaluation purposes. However, payments related to cloud services will be based on value quoted in commercial bid .
15.	CONTRACTOR will be responsible for provisioning, installation, configuration, management, monitoring of security services as per the requirements of COMPANY.
16.	CONTRACTOR will be responsible to maintain and manage access control with Network Security Group and identify any security configuration gaps.
17.	CONTRACTOR will be responsible to conduct security / risk assessment, implementation of Multi-Factor Authentication Services and perform comprehensive application security checks.
18.	CONTRACTOR need to ensure to deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer.
19.	CONTRACTOR needs to deploy security patches on hardware and software regularly and take regular backups of security configurations.
20.	CONTRACTOR to ensure requirements are fulfilled by providing required infrastructure, application connectivity, data security (including interfacing with tools, encryption of data being sent across network as required per the standards) and adhere to all statutory security guidelines of Govt. of India.

H	TECHNICAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting
21.	In case of system/application/capability failure, the solution shall support failure management, event management including monitoring, detecting and automatically notifying service area/support contacts of the failures, etc. Solution shall allow for configuring system failure actions and responses.
22.	CONTRACTOR will have complete ownership of cloud procurement, deployment, testing, maintenance and support for the end-to-end cloud solution, which includes cloud infrastructure, cloud services and the CONTRACTOR solution. (Licenses used must be in the name of COMPANY and handed over to COMPANY).
23.	CONTRACTOR shall provide Console Rack based System Management Console for the servers.
24.	<u>Mounting:</u> CONTRACTOR shall provide full size rack for mounting the servers along with mounting kits for the servers, storage and switch etc.
25.	<u>Automatic Re-Start:</u> If, for whatever reason, the eRTMAC is shutdown, the system must be able to start-up and achieve the best possible match as quickly as possible. It must also be able to update itself to take into account changes to the system such as depth change (eRTMAC shall update all parameters available through the WITSML rig-site data transfer).
26.	<u>Integration with existing COMPANY ERP - Push:</u> Systems should be able to integrate with SAP ECC to transmit selected parameters/values from eRTMAC using SAP web services/PI module/API integration/connector so that required reports can be automated from SAP. The data points to be transferred to SAP are limited to those present in the COMPANY IADC Report Format (See <u>Annexure 5</u> for COMPANY IADC Report Format). This transfer shall be done once a day at 6:30 AM (IST) every day.
27.	<u>Gateway for Alerts and Notifications:</u> CONTRACTOR should be able to configure key alerts and notifications in the system so that it can be raised in alarming situations. CONTRACTOR should also provide SMS gateway so that selected alerts and notifications can be sent (through SMS text messages or E-mails) to mobile devices of COMPANY employees.
28.	<u>Security:</u> CONTRACTOR to ensure the data visualizations is accessed on mobile by COMPANY employees through secure connection (SSL encryption) from mobile to eRTMAC server. CONTRACTOR should also ensure secure user authentication of COMPANY employees

H	TECHNICAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting
	through SSO to access eRTMAC visualizations.
29.	<u>Security:</u> CONTRACTOR needs to ensure that the CSPs facilities/services are certified to be compliant to the following standards: ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. ISO 20000-1 – NOC and SOC facility must be within India for the Cloud Environments and the managed services quality should be certified for ISO 20000:1.
30.	<u>Security:</u> Necessary VAPT to be conducted at regular intervals (12 months) mandatorily by a 3 rd party CONTRACTOR or whenever specially requested by COMPANY through CERT-In empanelled auditors. The observations must be noted, and vulnerabilities mitigated within reasonable time as decided in consultation with the COMPANY IT team.
31.	<u>Security:</u> A security audit shall be conducted every 6 months and a security audit report shall be submitted which shall include the web/mobile application level vulnerabilities and provide recommendations for remediations of identified vulnerabilities. CONTRACTOR shall be responsible for fixing issues raised by third party security Auditor nominated by COMPANY or by the CONTRACTOR so that security audit clearance certificate can be issued as per CERT-In Requirements.
32.	<u>Security:</u> The files associated with eRTMAC are to have restricted access. Only users designated as Administrator shall have access to executable and model files. A second level of authorization (e.g. for operators/executive) will not have editing access. The eRTMAC software shall have the capability to assign intermediate levels of access.
33.	The overall maintenance of all supplied Hardware and Software is in the scope of CONTRACTOR. Software maintenance, upgrade and support Contract for the supplied software, maintenance of all data management services, including patches, upgrades and support of

H	TECHNICAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting
	new WITSML versions are included in the scope of work. Any upgrades, updates issued by the OEM during the active contract period shall be provided to COMPANY without any additional cost.
34.	The system should have a high MTBF. Design and selection of equipment shall be consistent with the long-term trouble-free operation of the equipment.
35.	CONTRACTOR will not take any data out of COMPANY network during the currency and on expiry of the contract. During demobilization, entire database shall be transferred to COMPANY server(s) as directed by COMPANY
36.	Any additional technical requirement for the seamless integration shall be supplied by the CONTRACTOR. All the supply/services for interfacing with COMPANY network at Rig as well as at DSC-FHQ, Duliajan and back up recovery server cloud, so as to bring data from Rig to centralized location and back up recovery server is the sole responsibility of the CONTRACTOR
37.	All the standard software (Operating System, Database Management System, Compilers, Utilities, data management and analytics Software and Drilling Applications Software etc.) should be provided along with valid license.
38.	<p><u>Time reference and synchronization:</u></p> <p>The Time synchronization across systems at rig-site and FHQ-DSC d level along with integrated applications is very important. The system, protocol, standards etc. shall be designed such that the time-stamped data starting from rig level shall travel up-wards to DSC-FHQ Server, CSP server and also to integrated third party application/data centers. This scheme shall be designed to achieve the time synchronization amongst different systems without causing congestion on communication channels. The CONTRACTOR shall have a system which verifies that the correct time zone is transmitted via WITSML without any ambiguity. The time shall in no circumstances be changed/alterd for the surface system while an LWD/MWD/Wireline tool is down hole.</p>
39.	The successful CONTRACTOR shall design and submit the network node IP addressing scheme and a network plan for approval/incorporation into overall IP addressing schemes of COMPANY at the detailed engineering stage of the project in accordance with the IT implementation scheme in COMPANY.
40.	All surface parameters (mechanical and hydraulics instruments) shall be updated on the CONTRACTOR's Data acquisition system with the same frequency as sampled. Exception is down-hole measurements where the update frequency is restricted by the data transmission to surface. In this case the update frequency on the

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H	TECHNICAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting
	CONTRACTOR's WITSML server shall be the maximum possible frequency allowed by the down hole to surface data transmission system.
41.	The solution should adhere to the policies of the COMPANY IT department with regards to firewalls and proxy- Servers.
42.	The CONTRACTOR shall make sure that the streaming of data from the acquisition system to the CONTRACTOR WITSML server at DSC-FHQ will be as automatic as possible and minimize the potential human errors.
43.	The time between data capture and the availability of those data at the WITSML server at DSC-FHQ shall be within 1 second to 10 seconds.
44.	COMPANY reserves the right to allow third party companies to access COMPANY data on the CONTRACTOR's managed WITSML server at DSC-FHQ. The CONTRACTOR shall enable a controlled arrangement as and when required. If there is ambiguity in the WITSML standard with regards to data content or data format, the CONTRACTOR will publish data on the WITSML server at DSC-FHQ according to guidelines provided and agreed by COMPANY
45.	The CONTRACTOR shall be able to receive Third Party data on WITS level 0 and WITSML, LAS and any other standard data feed.
46.	The CONTRACTOR shall be able to send Third Party data on WITSML, LAS formats.
47.	When data is available from the rig, the CONTRACTOR shall at all-time stream time based WITSML data, from when the well is started till when it is finished or temporarily abandoned. System will be put to use for continuous operation from one well to another. CONTRACTOR has to bring sufficient back up of all equipment/hardware/software for ready replacement and uninterrupted operations.
48.	CONTRACTOR has to submit technical literature, software capabilities and outline drawings of equipment/hardware/software for undertaking the work along with equipment list at the start of contract.

FHQ Drilling Decision Support Center

I	TECHNICAL REQUIREMENTS: FHQ Drilling Decision Support Center
	<u>Large Display Wall System:</u>
1	One of the most critical elements of the decision support center is the large display wall which provide the ability to get situational awareness of the drilling operations in the shortest time possible.

I	TECHNICAL REQUIREMENTS: FHQ Drilling Decision Support Center
	<p>Large Display Walls (LDW) shall be sized and designed for a large number of people and disciplines working together in the DRIVE room.</p> <p>The displays shall have source inputs that are arranged on the Situational Awareness Graphics (SAG) and other displays as “perspectives” or “Pre-set views”. This shall allow anyone in the room to quickly attain situation awareness of the process.</p> <p>The display wall controller technology, the user interface to the display walls for use in the DRIVE room shall reside in the Equipment Room.</p> <p>The Large Display Walls (LDW) shall be comprised of a 2x2 full HD resolution, 55" bezel-less tiled LCDs for high brightness applications, providing an image size of at least 2.4m x 1.36m on single wall in the DRIVE room. It shall be mounted on the wall facing the four () consoles in the DRIVE room.</p> <p>The main purpose of Display Walls is to accurately display situational awareness overview graphics, dashboards, maps, and other related applications and graphics. A single display wall shall encourage collaboration of multi-disciplinary roles. The Large Display Walls (LDW) shall be built expressly for continuous 24x7 operations.</p> <p>The display wall technology provided shall meet the following specifications as a minimum.</p> <ul style="list-style-type: none">a) The display wall in the operations room is made up of 2x2 setup of 55" tiled LCDs.b) Bezel-less design with inter-screen gap of 1mm or less .c) Mounting structure with automatic alignment for ensured precision.d) Automatic alignment structure of display wall should allow any of the faulty LCD panels to be attended/unmounted without dismantling/removing any other panel in the 2x2 display wall.e) Automatic and continuous color and brightness calibration. Each LCD Panel must have built-in light and color sensors with feedback loops to keep display performance, such as luminance and color, uniform in time across the entire display wall. The sensors must measure both brightness and color. Human intervention should not be involved in this activity.

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	<p>f) Each LCD screen shall have Full HD resolution, thus supporting a native resolution of 1920 x 1080 pixels or higher & a total resolution of 3840 x 2160 on the 2x2 setup.</p> <p>g) The display technology shall be robust and power efficient and shall be able to provide minimum 500 nits of brightness while consuming not more than 140W per screen with a contrast ratio of not less than 3500:1.</p> <p>h) To reduce down-time, each of the LCD displays used in the display wall should have dual redundant AC-DC power supplies. These shall provide Auto-failover capability; i.e. in case one of the AC-DC power-supply would fail, the 2nd (redundant) AC-DC power should automatically supply the power to the panel.</p> <p>i) The screen shall provide a LED backlight lifetime of 80,000hrs or more (in normal mode).</p> <p>j) The LCD displays of the display wall should be based on a modular architecture with its redundant AC-DC power-supplies as well as the Input modules of the LCD display being separate from the LCD panel & mounted/integrated on the auto-aligning mounting structure.</p> <p>k) To increase uptime, the modular architecture of the LCD displays should be such that while removing the LCD panel from the mount the AC-DC power-supplies as well as the Input modules & all associated cabling should remain mounted in the mounts itself & only the panel (without the power-supply & input boards) can easily be taken out from the setup.</p> <p>l) The CONTRACTOR should also deliver a display OEM-built HW based Testing tool to quickly check if there's a failure in the AC-DC power supply or Input module.</p> <p>m) The solution should also include a dedicated control appliance with network interface to constantly monitor and communicate with each LCD panel to adjust its individual colors and brightness to a common value via network.</p> <p>n) Display screens shall have H & V viewing angle 178° or more to provide good visibility to operators.</p> <p>o) Each LCD display should have min 2xDP1.2 & 2x HDMI 1.4 inputs.</p> <p>p) Each LCD display of the display wall shall have the capability to automatically switch the display to another input if the current used input is failing.</p> <p>q) Each LCD display shall also have the capability to “loop-through & crop” any selected digital input signal running upto 4K@60fps to adjacent panels.</p>

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	<p>r) The CONTRACTOR should also provide as Onsite Spares one nos. each of LCD panel, AC-DC power supply & Input module.</p> <p>s) Network-centric Video processor (of same make as display wall) with distributed, modular and redundant architecture providing movable and scalable PiPs.</p> <p>t) DVI/DP/network cables shall run from the applicable stations console in each process location underneath the raised floors going to the rack into the video processor located in the equipment room or underneath the video wall.</p> <p>u) The display screens shall have CE, BIS, CB/ETL/UL, CEBEC certifications.</p>
2	<p><u>Display Wall Controller (DWC):</u></p> <p>CONTRACTOR shall provide the Display Wall Controllers (DWC) that enable personnel to share a common view of images from a wide range of visual information sources. The controller provides user configured perspectives of these sources on the display wall.</p> <p>These sources to the wall controller are multiple individual operator stations within the DRIVE room as well as a Video Conferencing Setup in DRIVE room & four nos. of PC/Workstations on separate/secure networks.</p> <p>The Display Wall Controller shall be able to display the above identified sources in different pre-set perspectives/layouts. These perspectives/layouts shall be defined by CONTRACTOR and approved by COMPANY.</p>
3	<p><u>Wall Controller Specifications:</u></p> <p>The display environment in DRIVE shall feature a powerful and configurable video processor that is capable of handling high-resolution displays from multiple display sources.</p> <p>Display wall controller shall be of same make as the Display wall.</p> <p>In order that the DRIVE display wall controller can deliver according to end user's expectations, the following minimum requirements shall be met & implemented:</p> <p>a) It shall be based on distributed architecture. Minimum two (2) numbers of small, individual hardware based controllers driving sub-portions of the display wall shall be used & programmed to work together to show a seamlessly combined</p>

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	<p>and composed picture that is hardware frame locked for a synchronous picture on the full display wall running at full native resolution of 3840x2160 to treat the entire display as “one logical display”.</p> <p>b) The control ware architecture shall have good redundancy levels (at least $N+1 = 2+1$). For example, if a particular controller, driving a particular sub-section of the wall, fails then a redundant controller shall automatically be able to take-over the task of that controller & automatically drive the portion of the display being driven by the failed controller with the same layout of PiP sources which was being shown by the failed controller. This activity of take-over shall be automatic & shall not require any action from user like physically swapping the controller.</p> <p>c) Each of these controllers shall be equipped with high performance graphics cards and each controller shall be capable of driving multiple HD display or at least four (3840 x 2160) displays as a stand-alone unit.</p> <p>d) Each of these controllers must provide High-end 3D graphics acceleration and as minimum shall be able to decode (and display) sources of varied IP protocols like MPEG-2, MPEG-4, MJPEG, V2D, H.263, H.264, VNC as a minimum.</p> <p>e) An Enterprise Class Central Management Server shall also be provided to manage all controlware hardware, and to orchestrate the collaboration and visualization of the information shared between the different displays and operator workstations. Since, this would be the central server of the entire solution, it shall also be redundant. Redundant servers shall be implemented in Auto-fail over configuration.</p> <p>f) The solution shall operate on a standard IP network equipped with at least an enhanced layer 2 switch or layer 3 switch or router that is capable of IGMP query and snooping to avoid flooding the network with multicast information.</p> <p>g) All the sub-components of the controlware shall be detectable & configurable over network.</p> <p>h) Option to expand number of PiPs in the future.</p>
4	<p><u>Wall Controller User Interface:</u></p> <p>The controller shall be the method that an administrator interacts with the Display Wall System creating the perspectives. The Display Wall System shall allow multiple perspectives from multiple display sources to be configured for one button access to bring up each perspective. The call up button shall be from the Display Wall Controller itself or be configured on the user graphics from the</p>

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	<p>stations at a console.</p> <p>a) The display wall processor shall be equipped with a command interface, which is used to control the operation of the display, for example the size and location of the pre-sets on the high-resolution displays.</p> <p>b) The control interface shall be versatile and able to be accessed from multiple types of control devices (e.g. touch panels, tablets, PCs, laptops, smartphones)</p>
5	<p>Console Specifications:</p> <p>Each console shall be designed for a single person. Consoles in the DRIVE room shall be provided with the following equipment:</p> <p>a) Three (3) 24" HD monitors (with 2 of these monitors being vertical & the one in center being in landscape orientation), used for operations monitoring mounted on the console, or similar configuration (viewing area)</p> <p>b) Processor: INTEL® Core i7-8700K, 6 cores, 12M Cache, Base frequency – 3.70 GHz, Bus speed 8 GT/s,</p> <p>c) RAM: 32 GB RAM DDR4 2666</p> <p>d) Graphics Card: Intel® UHD Graphics 630 (or higher), minimum 350 MHz</p> <p>e) HDD: 512GB Solid State Drive (SSD)</p> <p>f) Operating System: Windows 10 (64 bit)</p> <p>g) Network: 1Gbps (a) Integrated Gigabit Ethernet ports (b) 10G MMF Network Card with dual ports along with driver for both the supplied OS (OEM Certified)</p> <p>h) Keyboard and mouse</p> <p>i) Workstations or electronics mounted in the under-desk installation space with lockable doors</p> <p>j) VoIP</p>
6	<p>Console User Interface:</p> <p>The CONTRACTOR shall provide a solution allowing the display of multiple sources on these console monitors to provide a visually integrated view of different processes & systems to the users. These sources could be running on the same or multiple different networks. This solution shall be tightly integrated with the Display Wall Controller & should provide the flexibility to users to display various scenarios/combinations on monitors of these Operator Consoles. Some of these could be:</p> <p>1) Monitors of Operator Consoles displaying only the content of</p>

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	<p>its local/dedicated PCs.</p> <p>2) Monitors of Operator Consoles displaying any of the content which is being displayed on the Display Wall Or any content which is available to be displayed on the Display Wall.</p> <p>3) Monitors of the Operator consoles displaying the content of local PC together with content from other PCs/display devices which are on a different network than the local PCs.</p> <p>4) Being able to treat content of individual monitors as independent streams/sources for Display wall.</p> <p>5) Being able to display content being shown on any of the monitors of different consoles, on monitors of other consoles or on display wall or on both/all, even simultaneously.</p> <p>6) The solution shall allow displaying up to a minimum of six sources simultaneously on each console.</p> <p>Since this solution will need to work together with the Display-Wall & it's controller, it should be of same Make as the Display Wall & Display Wall Controller.</p> <p>Solution shall allow assigning role-based rights to operators (to be able to view or to control different sources etc.).</p>
7	<p>Console User Interface:</p> <p>The operators in the consoles shall also be able to take control of these sources, running on different secure networks (even those where installation of VNC/RDP is not allowed), from one common mouse and keyboard without the need for any KVM switcher. The monitors shall behave like one single logical system for the operator, being able to move the mouse cursor from one monitor to another (and from one source window to another) simply like on a PC.</p>
8	<p>Console User Interface:</p> <p>The solution shall allow displaying at least two HD sources simultaneously per monitor. Users shall be able to create & save their personalized workspace/Console settings (placement of different sources) and recall these upon login at any/all of the DRIVE consoles.</p> <p>The solution shall support monitors in any mix of orientation (portrait & landscape) and resolution. It shall also allow users to define a work-area in each console where the user shall be able to bring any source simply by double-clicking on it. User shall have control over any source which is pulled to this work-area.</p>

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	Since this solution will need to work together with the Display-Wall & it's controller, it should be of same Make as the Display Wall & Display Wall Controller.
9	<p><u>Console Furniture:</u></p> <p>All Operations Monitoring furniture in the DRIVE room shall be capable of being raised or lowered based on the height of the operator, from 650 mm to 1250 mm, using electrical height adjustment pushbuttons on the furniture with a quiet lifting mechanism.</p>
10	<p><u>Console Furniture:</u></p> <p>Support bars for the monitors shall be adjustable (left/right, up/down, and tilt) to provide different engineers and operations monitoring staff in the DRIVE room with an optimal view of the monitors.</p>
11	<p><u>Console Furniture:</u></p> <p>Each DRIVE room console shall include an electrical power strip with surge protector internal to the console for any electrical connections. Electrical connections shall be installed using 220/230 VAC, 50 Hz plugs and sockets for use in India as follows:</p> <ol style="list-style-type: none"> Operator console furniture shall be of a modular design utilizing aluminum or steel supports Bare metal shall be painted with powder-coated, fine textured paint
12	<p><u>Console Furniture:</u></p> <p>DRIVE rooms shall be supplied with a total of fifteen (15) office-type chairs providing lumbar support and designed for approximately eight (8) hours of continual use. Chairs shall use black covers and be capable of being raised, lowered, and leaned backward or forward based on operator comfort. Chair legs shall be roll able with 5 points of contact with the floor for stability. Chairs shall include arm rests</p> <ol style="list-style-type: none"> Chairs shall have castors for carpet-covered floors as standard. Chair castors shall be easily replaceable. Chair fabrics should be easy to clean. Natural or artificial leather shall not be used for chair fabric. Woven and knitted fabrics should comply with the highest contract grade. Chair adjustments shall be simple to understand, and easy

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	<p>to use while seated.</p> <p>g) Seat height should be adjustable between 420 mm and 520 mm.</p> <p>h) The seat height adjustability should be available when seated.</p> <p>i) Chairs shall have controls to govern weight adjustment for both seat and back</p> <p>j) Chairs shall have a seat width between 450 – 500 mm.</p> <p>k) Chairs shall have seat depth between 430 – 450 mm with a waterfall sloping front edge.</p> <p>l) Chairs shall have a backrest height that accommodates a sitting shoulder height of 510 mm.</p> <p>m) Lumbar support should be adjustable.</p> <p>n) Tilt mechanism with locking system should be available.</p> <p>o) Chair should be able to rotate full 360° in either direction.</p>
13	<p><u>Console Furniture:</u></p> <p>All console furniture shall include a beveled, impact edge where personnel may be sitting</p> <ul style="list-style-type: none"> • The worktop coating shall be light grey or equivalent with a high-pressure plastic laminate surface. • Side, front, and rear panels shall be removable for cabling, equipment, and device installation and maintenance. • Each console shall include an under-desk installation space for storage of KVM switches, thin client machines, or other equipment. <p>All equipment, such as KVM switches or power switches, installed in the console shall have nameplates affixed to the console for equipment identification.</p>
14	<p><u>Console Furniture:</u></p> <p>All furniture shall be designed for installation in environmentally controlled room with the following specifications:</p> <ul style="list-style-type: none"> • Ambient temperature: between +10°C and +40°C • Relative humidity: between 30% and 75% (without condensation)
15	<p><u>AV System:</u></p> <p>An Audio Visual (AV) teleconferencing system shall be installed in the DRIVE rooms.</p>

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	<p>a) The AV system shall be integrated into the telephone system and the Display Wall System.</p> <p>b) CONTRACTOR shall provide the speakers, cameras and microphones required for the scope of work. Speakers, cameras and microphones shall be installed by CONTRACTOR.</p> <p>c) Sounds that are not absorbed by walls or other surfaces are the source of noise levels in a building. The less sound that is absorbed, the more noise, and vice versa.</p> <p>d) CONTRACTOR shall design the DRIVE room and select appropriate noise-cancelling technologies to ensure that sound levels are appropriate for all rooms. The supply of the sound reduction technologies shall be under CONTRACTOR's scope.</p> <p>e) CONTRACTOR shall perform acoustic design on the room and implement an appropriate combination of sound-absorbing technologies, including panels, paints and floor coverings as needed, to reduce noise to a comfortable level with no echoes.</p> <p>f) Although the rooms should be designed to allow the participants to have a traditional meeting, the ability to speak to everyone in the room will need to be reduced because of the size of the room and number of personnel working there</p> <p>g) Each operations area shall be sound segregated as much as possible from the other operations areas. Technologies such as white noise generators, domed ceiling, stepped ceiling or half domed fixtures hanging down from the ceiling shall be explored.</p> <p>h) Sound absorbing paint shall be considered during architectural design by CONTRACTOR.</p>
16	<p><u>Server-cum-UPS storage area:</u></p> <p>The Server-cum-UPS storage area shall be sized to hold the Server/UPS system for the DRIVE room. CONTRACTOR shall supply the UPS system to provide conditioned power to the DRIVE room equipment</p> <p>a) A dry chemical fire extinguisher shall be installed on the outside of the battery storage area .</p> <p>b) Cabinets or racks shall be provided in the battery storage area for storing maintenance tools and safety equipment. These cabinets and racks shall be acid or alkaline resistant as applicable.</p>
17	<u>Power Distribution Panels:</u>

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	<p>The Power Distribution Panels (PDP) shall be utilized and sized to supply power to automation system cabinets, engineering workstations, printers, switches, servers and ancillary equipment. The PDP will be split as follows:</p> <ul style="list-style-type: none"> a) PDP panels for electrical loads under UPS b) PDP panels for utility electrical loads (e.g. light and sockets in cabinets) not under UPS <p>Loads assignment will be designed in order to properly balance each UPS phase.</p> <p>Loads relevant to devices having single (not redundant) UPS feed shall be assigned to UPS-A or UPS-B in order to balance the loads between the two UPS and to minimize the effects in case of one UPS failure.</p>
18	<p><u>UPS AC Electrical Power:</u></p> <p>All control systems, safety systems, Display Wall Systems, Display Wall Controllers and their associated input devices shall be designed to accept and be provided with independent UPS power feeds.</p> <p>The supplies shall be powered from two separate power feeds. One feed shall be from UPS and the second feed from an alternate conditioned AC source. The UPS power provided at the DRIVE room shall allow for continued operations for all systems in case of temporary loss of power (e.g. three hours) or to bring the DRIVE room and associated process units to a controlled shutdown in case of a longer duration power loss.</p> <p>UPS systems shall be provided for each of the following areas or functionalities:</p> <ul style="list-style-type: none"> a) Display Walls, Computer and Storage Systems b) Video conferencing c) Telephone System <p>The UPS shall be sized with 50% spare capacity.</p> <p>Each UPS battery shall be sized to provide battery backed-up power for 60 minutes under fully loaded inverter.</p> <p>The DRIVE room shall be powered from two sources a) UPS, if available, and b) an alternate AC conditioned source.</p>

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19	<p><u>Utility Power:</u></p> <p>AC power for lighting fixtures and sockets shall be provided from independent non-UPS sources.</p>
20	<p><u>UPS Capacity:</u></p> <p>The capacity of the UPS system in the FHQ Drilling Decision Support Center shall be determined during detailed design</p>
21	<p><u>Telecommunications</u></p> <p>CONTRACTOR shall supply the telecommunications and VOIP systems to be installed within the DRIVE room. These shall seamlessly integrate with the remainder of COMPANY's telecommunications systems.</p> <p>The system shall utilize Voice over Internet Protocol (VoIP). The use of VoIP phones on the PIN within the DSC facilities shall require that all PIN switches be capable of providing "power over Ethernet". VoIP technology shall allow easy integration with other systems (where required), and future expansion compatible with the latest technology.</p>
22	<p><u>Network Security:</u></p> <p>A sound network security shall be provided. Security shall be an integral part of the system and be based on IEC 62443.</p> <p>Network systems can be exposed to a variety of different security threats. Each needs to be considered and defended against. For example, a boundary firewall shall be made available so that network messages using specified protocols are either permitted or denied access into the control network. This shall keep the bulk attacks out, particularly the average IT worm or the common denial of service attack.</p> <p>Servers and controllers with a robust security implementation shall be installed. After a user successfully connects to a server or controller, the security configuration shall ensure they only get access to the specific applications and data they are supposed to have access to. Attempts to access other services or data shall be blocked and logged.</p> <p>The system shall ensure workstation security by authenticating users.</p> <p>The perimeter firewall providing the boundary security, the OT</p>

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	firewall providing the internal security and the server providing the application security shall form part of an essential multi-layer environment.
23	<p><u>Ethernet LAN:</u></p> <p>CONTRACTOR shall design the DSC equipment to meet the IEEE 802.3 series Ethernet LAN requirements, based on a high-performance networking platform, enabling the transfer of massive amount of data between multiple locations. The network shall enable video, audio, and data to be simultaneously transmitted over the LAN.</p> <p>The local and wide-area network portions of the system shall be compliant with Ethernet and TCP/IP specifications. The system architecture shall allow for the use of both LAN and WAN technology in the same system. The system shall support all media forms of Ethernet including copper and fiber optic (single mode and multimode)</p>
24	<p><u>Electrification:</u></p> <p>COMPANY will be responsible for providing the bare room with electrical connectivity at one point. The entire wiring and distribution of power as may be required for different usage will be done by the CONTRACTOR after taking consent from COMPANY representatives.</p> <p>a) The wiring cable shall be single core, PVC insulated, 1100v grade, FRLS, flexible, stranded copper conductor and approved by ISI, Fire Insurance Authority & Tariff Advisory Committee. Following wire sizes shall be used.</p> <ul style="list-style-type: none"> o 3x1.5 sq mm single core cable (Red for Phase, Black for Neutral and Green for Earth) for light and fan point wiring. Make of cables should be of premium brands such as Finolex/Havells/RR Kabel/ Polycab/KEI). o 3x2.5 sq mm single core cable (Red for Phase, Black for Neutral and Green for Earth) for circuit wiring from DB to SB/5 amp Socket Points. Make of cables should be of premium brands such as Finolex/Havells/RR Kabel/ Polycab/KEI). o 3x4.0 sq mm single core cable (Red for Phase, Black for Neutral and Green for Earth) for power socket wiring from DB to 15 amp power sockets and AC. Make of cables should be of premium brands such as Finolex/Havells/RR Kabel/ Polycab/KEI). <p>b) All conduits in roof space shall be 19 mm (25 or higher size if</p>

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	<p>required), medium grade, fire retardant PVC and approved by BIS. Conduits in the floor shall be metallic (Galvanised Iron). In case any wiring is required on walls for sockets, SB etc, the same shall be laid in proper size casing capping (Make of conduit/casing capping should be of premium brands such as RICHA/PLAZA/AKG/PRESTO PLAST).</p> <p>c) All switches, sockets, regulators, switchboard covers, blank plate shall be of fire-retardant material and modular type in white color. Make should be of premium brands such as LEGRAND/SCHNEIDER/CRABTREE/INDOASIAN/HAVELLS/ MK.</p> <p>d) Metal clad switch-socket unit, 20/25 Amps shall be provided for AC. Make of switch-socket: LEGRAND/SCHNEIDER/SIEMENS/INDOASIAN/HAVELLS.</p> <p>e) All light fittings shall be of LED and make and type approved by COMPANY. Make of Light Fittings should be of premium brands such as PHILIPS/GE/BAJAJ/CROMPTON/HAVELLS/JAGUAR/OSRAM. Spare lamps and fittings shall be supplied for immediate maintenance work (20% of installed quantity for fittings).</p> <p>f) Suitable LED luminaries are to be used for illumination in the DRIVE Room.</p> <p>g) All power cables shall be PVC insulated, PVC sheathed, 1100v grade, heavy duty, and have galvanised armour, stranded copper conductor and approved by BIS 1554. However, in case of conduit wiring for servers, single core, PVC insulated, 1100v grade, fire-retardant, flexible, stranded copper conductor cable approved by ISI, Fire Insurance Authority & Tariff Advisory Committee shall be used.</p> <p>h) All cables from panel board to UPS and UPS to DB shall be of ISI approved stranded copper armoured and sizes shall be as per load requirement.</p>
25	<p><u>Flooring:</u></p> <p>a) Floor finishes shall be of a heavy contract grade carpet and pass the castor chair test.</p> <p>b) Carpet tiles shall have a reflectance value between 0.2 and 0.3 (approximately).</p> <p>c) Finishes shall meet the minimum standards for vertical electrical resistance at 30% humidity and should have an anti-microbial agent to inhibit contamination.</p> <p>d) Carpet tiles should have a small random pattern or 'fleck' to minimize the effects of soiling.</p> <p>e) Floors should be of the raised access type to provide access</p>

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	to underfloor cables. Tiles should be of high-density particleboard, steel encapsulated. The underfloor void provided by the raised access floor should have a minimum height of 200 mm.
26	<p><u>Carpet:</u></p> <p>Carpet must cover the floor of DRIVE room. The broad specification include that the item must be Carpet Tiles, Fiber 100 % PP (polypropylene) and Gauge 1/10". The item must have anti-static and anti-stain properties and must pass the Flammability Test. The color of the carpet should match with the interiors and should provide a smooth and elegant look.</p>
27	<p><u>Ceiling:</u></p> <p>Ceilings should be installed to one level wherever possible and tiles shall be matte white with a minimum surface reflectance of between 0.7 and preferably 0.8. Planned maintenance should be established to ensure that this reflectivity does not degrade over time. This is particularly important where the light levels are achieved by reflecting light from the ceiling surface (up lighting). The selection of class 'A' acoustic tiles offers the potential for noise reduction</p> <p>The ceiling tiles must be made for new generation sound, light and e-tech comprises new generation mineral wool and bio soluble additives with excellent fire resistance and acoustic performance - 'PINHOLE' with Textured and micro perforated surfaces. The make should be of reputed brand like Knauf AMF, Germany or equivalent.</p> <p>The above boards to be provided and fixed to complete with visible metal grid suspended ceiling system made from roll formed profiled Main Runner Tee of section 38x24 mm with cross tee to fit in dog bone section to form grid size 600mm x 600mm supported with suspenders of G.I. wire beneath concrete roof by metal dowels.</p>
28	<p><u>Side Wall Finish:</u></p> <p>The side walls of the rooms (where screens will be mounted) should be well finished with Mat Fabric over soft board and rest of the wall should be laminated with 12 mm [approx.] waterproof Ply fitted over wooden frame with 0.8mm laminated sheet. The material should be resistant to cracking, scratching, staining, colour change, dry heat and steam.</p>
29	<u>Air-conditioning:</u>

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	Air-conditioning of the DRIVE room is the responsibility of the CONTRACTOR. The CONTRACTOR will determine the air-conditioning requirement and install required air conditioners at its own cost. CONTRACTOR has also to include for additional 50% cooling in the rooms while estimating the cooling requirement.
30	<p><u>Lighting and illumination:</u></p> <p>The design of lighting and illumination is an important. The placement of different types of lights and facility of controlling the illumination needs to be designed and accordingly provided. The provisions for automatic and manual control of illumination need to be provided. Room lighting fixtures (LED lights) on false ceiling should be provided with dimming controls and sufficient lighting behind the video wall.</p>
31	<p><u>Other internal finishing requirements:</u></p> <ul style="list-style-type: none"> a) Bright colours and use of reflecting material for ceiling, walls and floor surrounding the screen to be avoided. b) Suitable door c) Partition wall for video wall d) All electric points and cabling required for the equipment e) All network cabling/points required for the equipment to make it operational f) All samples/designs/materials for room design including flooring, carpeting, ceiling, side wall finish, etc. fulfilling required criteria/specifications as mentioned above to be submitted to COMPANY for approval after award of LOA.
32	<p><u>Work Specification:</u></p> <ul style="list-style-type: none"> a) Entire electrical installation work has to be done by licensed electrician under the supervision of a licensed electrical CONTRACTOR as per CEA Rules, BIS and NEC (India). The licenses for Electrician and electrical CONTRACTOR shall be issued/recognized/endorsed by the Electrical Licensing Board, Government of Assam. CONTRACTOR shall submit the copy of the valid licenses of their Electrical CONTRACTOR and work persons to COMPANY before start of the work b) CONTRACTOR shall submit a list of all the BIS/NEC-India/IEC standards used for preparation of complete electrical/ earthing and air-conditioning scheme c) All electrical drawings showing power scheme, cable route and supports, detail conduit layout plan, SB/Socket position, detail position of light/fan, detailed wiring scheme with labeling of all items is required to be prepared by the CONTRACTOR and submitted to COMPANY for comments,

I	TECHNICAL REQUIREMENTS: FHQ Drilling Decision Support Center
	<p>amendments as required and approval. The electrical and air-conditioning design shall be approved by Drilling Admin department in writing</p> <p>d) All joints shall be made using tinned copper lugs</p> <p>e) Test report of the entire electrical work as per CEA Rules will have to be submitted to COMPANY after completion of the job</p> <p>f) The electrical work shall be treated as complete upon installation, testing & commissioning of electrical works being accepted by Drilling Admin department and submission of three sets of test report for electrical works, as installed drawings & list of electrical items used, spares for lighting system by the CONTRACTOR. Soft copy of all documents is also required</p> <p>g) All wires to be identified by ferrules. Suitable wire numbering scheme is required</p> <p>h) All socket outlets shall be labeled as per drawing</p> <p>i) Complete earthing scheme with detail of all items is required</p>
33	<p><u>Safety:</u></p> <p>a) Standard industry guidelines along with guidelines followed by COMPANY for safety during installation work shall be followed by the CONTRACTOR</p> <p>b) All persons engaged by the CONTRACTOR for electrification work shall use PPE as required</p> <p>c) All portable machines to be used during installation work shall be Class-II insulated and protected by ELCB</p>

3.0 PERSONNEL REQUIREMENT

Sl No.	Personnel Type	Number	Role and Responsibilities	Qualification and Experience
Personnel for Project Execution (on Day Rate Basis)				
1	*Drilling Advisor(s)	1 (should be available at FHQ during the until out period for all days)	Drilling advisor should have excellent knowledge of all aspects of planning and drilling a well and should, in collaboration with CONTRACTOR's network of global drilling experts, and leveraging CONTRACTOR's global database of drilling complications, remedial measures and best practices. Drilling Advisor should be able to provide advisory on improving COMPANY's drilling operations and troubleshooting COMPANY's drilling complications on a daily basis. In special circumstances (eg: troublesome drilling, stuck pipe) Drilling advisor shall help provide advisory as per OIL's request during anytime of the day/night. The Drilling Advisor will be responsible for overall eRTMAC value creation and for coordinating with COMPANY's senior drilling executives.	Graduate Degree in Petroleum/Geology/ Mechanical or equivalent/higher degree <u>Experience:</u> Minimum ten (10) years' experience in Drilling Development/Exploratory wells with excellent understanding of Drilling operations and of troubleshooting/providing solutions to drilling challenges.
2	Drilling Data Analyst	1 person for 12 Hours shift in year 1 followed by just 1 person from year 2 onwards (Two Shifts per day in year one and one shift	Data analyst should be acquainted in all drilling activities and should be able to assist in well planning activities in addition to carrying out torque and drag and hydraulic analysis at FHQ in consultation with COMPANY representatives. The Drilling Analyst shall monitor all drilling parameters (WOB, ROP, GPM, Hook Load, Pit Volumes etc.) on a Real-Time basis to detect early onset of drilling tripping complications (such as	Graduate Degree in Petroleum/Geology/ Mechanical/Electronics & Telecommunication/ Information Technology/Computer Science/or equivalent/higher degree <u>Experience:</u> Minimum 05 (five) years' experience with minimum two (2) years' experience in Drilling Development/Exploratory wells, minimum one (1) years' of rig-site experience and minimum one (1) years' experience of using data analytics/software solution

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Sl No.	Personnel Type	Number	Role and Responsibilities	Qualification and Experience
		per day from year 2 onwards	kick, stuck-pipe, unusual gain/loss , drilling break, abnormal pressure surge, detect surge & swap while tripping) and warn relevant OIL stakeholders. The Drilling Analyst shall leverage CONTRACTOR's global database of drilling complications, remedial measures and drilling best practices to prepare all comparative analytics report on daily basis and mail/send to all requisite executives. Approximately 20% of time to be spent on well planning.	
3	Support Personnel for Maintenance of Rig-Site Packages	Pooled persons- who may be deployed at rig-sites	Support Personnel for Maintenance of Rig-Site Packages shall be pooled manpower responsible for upkeep of all rig-site packages and may be stationed at the rig-site as well. He shall be in-charge of rigging-up, rigging-down, monitoring, maintaining, troubleshooting, repairing, refurbishing and replacement for all CONTRACTOR equipment/software/ communication system at rig-site. Since such rig-site activity requires physical exertion, deployed personnel should be in prime health which shall be checked against a medical fitness certificate, issued by government authorized medical practitioner, that shall be submitted to COMPANY before mobilization.	Diploma/Graduate or equivalent/Higher. <u>Experience:</u> Minimum 02 (two) years of experience in providing real time data services in upstream oil & gas sector.

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Sl No.	Personnel Type	Number	Role and Responsibilities	Qualification and Experience
4	Data QC Professional 1	1 person for 12 Hours shift in year 1 followed by just 1 person from year 2 onwards (Two Shifts per day in year one and one shift per day from year 2 onwards)	Data QC Professional shall be stationed at the FHQ and shall be in-charge of monitoring, maintaining and troubleshooting all CONTRACTOR equipment/ software/ communication system at FHQ in addition to doing data QC as required. She/he shall assist COMPANY executive in understanding uptime/availability of various systems/sensors.	Graduate Degree in Petroleum/Geology/ Mechanical/Electronics & Telecommunication/ Information Technology/ Computer Science/or equivalent/higher degree <u>Experience:</u> Minimum five (5) years' experience with minimum one (1) year experience in Drilling Development/ Exploratory wells, minimum one (1) years' of rig-site experience and minimum one, Minimum two (2) years of experience in providing real time data services including data quality check in upstream oil & gas sector
Personnel for Project Governance				
Sl No.	Personnel Type	Number	Role and Responsibilities	Expectations and Commitments
5	Project Leader	1	Typically, a PSL (Product Service Line) Service Manager / Operations Manager or a sufficiently knowledgeable CAL (Client Account Lead)/ BD (Business Development) Representative that understands both softer aspects of COMPANY's culture/ people as well as advanced Upstream O&G Operations.	<ul style="list-style-type: none"> To be present on video call as per OIL request. Expected to help improve or optimize COMPANY eRTMAC Operations, Strategizing Change Management, and Capturing & Communicating Value generated.
6	Drilling SME (Subject Matter Expert)	1	A Domain Expert that could be serving on the board of prestigious O&G Societies (SPE, Energistics, IADC, IWCF etc.). Should have several SPE papers to her/his name and may also have published patents. Should have at least one year of eRTMAC experience with Supermajors.	<ul style="list-style-type: none"> To be present on video call as per OIL request. Is expected to improve / optimize COMPANY Drilling operations & Drilling Analytics Models.

4.0 The CONTRACTOR should nominate their Drilling Advisor(s) before the commencement of the contract and subsequent change, if any, of the Drilling Advisor(s) would be done with the consent of COMPANY. A written

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request would be required from the CONTRACTOR for the same. Since, the Drilling Advisor will be required to be present at FHQ during all days after mobilization notice, the CONTRACTOR shall submit a suitable rotation schedule (eg: 14 days on/14 days off or 28 days on/28 days off) for approval to COMPANY.

- 5.0** All FHQ manpower (Drilling Advisor, Drilling Analyst, Data QC Engineer, Support Personnel for Maintenance of Rig-Site Packages) are envisaged to be deployed throughout the contract period. CONTRACTOR shall arrange for suitable boarding (including meals) and transportation of these personnel during their deployment at FHQ for the entire contract period.
- 6.0** All equipment/hardware/software under this contract shall be managed and operated by qualified engineer and experienced personnel (with proper safety certifications) to be provided by the CONTRACTOR. CONTRACTOR personnel shall work in close collaboration with COMPANY's personnel at rig/FHQ. All the CONTRACTOR personnel shall be able to communicate in English/Hindi.
- 7.0** For all personnel that need to be deployed (and shall be getting an operating day rate) at FHQ, Assam sufficient back-up CVs as per format in Annexure-8 (3 times the requirement as per SOW above) shall be submitted for scrutiny to COMPANY to allow for adequate personnel rotation. Similarly, physical fitness & health checkup certificate of all mobilized personnel (Drilling Advisor, Drilling Data Analysts, Data QC Engineers, Support Personnel for Maintenance of Rig-Site Packages) must be provided. A written request would be required from the CONTRACTOR should they plan to mobilize different personnel compared to the CVs that will be submitted with the bid. In all circumstances only personnel meeting qualification and experience criteria listed in the Scope of Work shall be accepted by COMPANY.

PART-3**SECTION-3: SPECIAL CONDITIONS OF CONTRACT (SCC)**

Sl No.	SCC REQUIRMENTS
1	<p>DEFINITIONS:</p> <p>Following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise. The expressions not defined here shall have the meaning ascribed to them in Section-II: Scope of Work (SOW)/Technical Specifications:</p> <p>a) “Rig Site Package” means portacabin, sensors, aggregation server, communication systems and associated accessories as listed in the Terms of Reference/Technical Specification at Section-II in this bid document.</p> <p>b) "Services" means the services to be provided by the CONTRACTOR for delivering eRTMAC services in accordance with the approved drilling well plan including but not limited to (i) all tools, equipment, consumables from CONTRACTOR required for COMPANY's eRTMAC operation and (ii) all tools, equipment, spares required for servicing/maintenance of CONTRACTOR's Tool & Equipment, as stipulated in the Terms of Reference/Technical Specification at Section-II in this bid document.</p> <p>c) “Decision Support Center” refers to the entire setup of Display management system, associated hardware and software and all other relevant components required to run the DRIVE room smoothly and efficiently.</p> <p>d) “Display Wall System” refers to all major and minor components including hardware as well as software required for smooth running of the visualization system in the DRIVE room located within the Decision Support Center.</p> <p>e) “Hardware” refers to all hardware including display, server/image generator, storage facilities, back-up solutions, back-up server, networking, high-end workstations, UPS etc. as well as any other peripherals as mentioned under Section-2: Scope of Work (SOW)/Technical Specifications.</p> <p>f) “Software” refers to all necessary software required for the Drilling Data QC, Drilling Data Aggregation, Drilling Data Analytics, Drilling Data visualization to run in a secured manner. Software includes all operating software as well as application</p>

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	<p>software as mentioned under Section-2: Scope of Work (SOW)/Technical Specifications.</p> <p>g) “CONTRACTOR’s representatives” means such persons duly appointed by the CONTRACTOR to act on CONTRACTOR’s behalf and notified in writing to the Company.</p> <p>h) “Approval” as it relates to Company, means written approval.</p> <p>i) “Certificate of Completion” means certificate issued by the Company to the CONTRACTOR stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.</p> <p>j) "Operation Base" means "Duliajan".</p> <p>k) "Inter-Location-Movement" of CONTRACTOR's item(s) means transfer of CONTRACTOR’s item(s) (a) from one location to another location (irrespective of the status of location), (b) from one COMPANY designated area to another COMPANY designated area.</p>
2	<p>EFFECTIVE DATE:</p> <p>CONTRACT shall become EFFECTIVE as per Clause 4.1 defined in GCC</p>
3	<p>MOBILIZATION AND COMMISSIONING OF RIG SITE PACKAGE:</p> <p>The mobilization and commissioning schedule for the contract for rig site package will be as under:</p> <p>i) Mobilization and Commissioning of all the 4 (four) rig site packages of the CONTRACTOR, shall have to be completed at the COMPANY’s designated site(s) within one hundred and twenty (120) days from the date of issuance of LOA by the COMPANY.</p> <p>ii) Mobilization shall be deemed to be completed only when all of the (four) rig site packages of the CONTRACTOR are mobilized and commissioned at the COMPANY’s designated sites and is duly certified by the Company’s representative regarding their readiness to commence work as envisaged under the Contract. The CONTRACTOR has to mobilize the minimum number of tools and equipment against each individual set as described in the "Scope of Work" in Section-II [Terms of Reference] for Rig Site Package.</p> <p>iii) COMPANY reserves the right to mobilize each of the four (4) Rig Site Packages in a phased manner depending on its operational requirement. In that case, separate mobilization notice(s) will be issued against each of the remaining Rig-site package, other than the ones mobilized during initial mobilization, as per COMPANY’s</p>

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	<p>requirement. In such a case, mobilization and commissioning of the remaining Rig Site Package(s) shall have to be completed within sixty days (60) from issue of subsequent mobilization notice(s) against the same. CONTRACTOR shall mobilize the particular number of set/sets (as applicable) as per instruction from COMPANY.</p> <p>Note: The succeeding day of issuance of LOA or separate rig-site package mobilization notice (as applicable depending on mobilization of all the packages or phased mobilization) shall be counted as day 1(one) for the purpose of calculation of rig-site package mobilization period.</p>
4	<p>RIG SITE PACKAGE ACCEPTANCE TEST:</p> <p>The date on which mobilization is completed in all respects for all of the 04 (four) rig site packages and certified by the Company's representative will be treated as date of satisfactory completion of Rig Site acceptance test for all of the 04 (four) sets. In case of mobilization of the four (4) sets individually in a phased manner, the date on which mobilization is completed in all respects for the first individual rig site package and certified by the Company's representative will be treated Date of satisfactory completion of Rig Site acceptance test.</p> <p>Note:</p> <ul style="list-style-type: none">i) Once the CONTRACTOR's equipment are ready to commence services after rig-up (includes visualization of rig-site real-time parameters at DSC) at Company's designated location, CONTRACTOR shall issue a Notice of Readiness for Inspection to the Company against each individual rig site package.ii) Company shall inspect the CONTRACTOR's equipment within 03 (three) working days from receipt of the CONTRACTOR's Notice regarding Readiness for Inspection, and confirm completion of mobilization against each individual rig site package. Company Representatives inspecting the CONTRACTOR's Equipment shall notify the CONTRACTOR of any deficiency in the rig site package(s), and only on removal of such deficiency, Rig-site package acceptance test shall be deemed as satisfactorily completed.iii) The succeeding day of receipt of notice from the CONTRACTOR regarding Readiness for Inspection shall be counted as day 01 (one) for the purpose of calculation of the inspection period for rig-site package mobilization.
5	<p>DSC MOBILIZATION, COMMISSIONING AND DSC-SITE ACCEPTANCE TEST:</p> <p>A) MOBILIZATION AND COMMISSIONING OF DSC:</p>

	<p>The mobilization and commissioning schedule for the contract for DSC will be as under:</p> <p>Mobilization and Commissioning of Decision Support Center (DSC) along with Manpower shall have to be completed within 120 (one hundred and twenty) days from issue of LOA by the COMPANY at the COMPANY designated site.</p> <p>B) DSC-SITE ACCEPTANCE TEST:</p> <p>The date on which mobilization and commissioning is completed in all respects for the DSC room (including design, mobilization of all hardware and software and commissioning) and certified by the Company's representative will be treated as date of satisfactory completion of DSC site acceptance test.</p> <p>Note:</p> <ul style="list-style-type: none">i) DSC Room Design: The CONTRACTOR will prepare design of the room considering the requirements as stated in the different clauses of the tender document. The final design must be accepted by the Company before its implementation. In view of this, after the letter of award is issued, the CONTRACTOR needs to bring different designs as well as samples and present the same to the Company representatives. Discussions on the design and samples between the Company and the CONTRACTOR will be at the Company's office at Duliajan, Assam, India.ii) DSC Set-Up: The CONTRACTOR will provide the details of the Project Management Team (PMT) and detailed plan, post award of LOA, for the execution of the DSC room set-up (mobilization and commissioning) within ninety (90) days in line with recognized Project Management methodology in a time bound manner. The personnel for PMT should be suitably qualified/ certified by renowned and reputed accrediting agency with previous experience of carrying out similar projects.iii) Once the CONTRACTOR's DSC is ready to commence services (includes visualization of real-time parameters from at least one rig-site package at DSC), CONTRACTOR shall issue a Notice of Readiness for Inspection to the Company.iv) Company shall inspect the CONTRACTOR commissioned DSC within 03 (three) working day from receipt of the CONTRACTOR's Notice regarding Readiness for Inspection and confirm completion of mobilization and commissioning. Company Representatives inspecting the CONTRACTOR's DSC set-up shall notify the CONTRACTOR of any deficiency in the DSC set-up, and only on
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	<p>removal of such deficiency, DSC site acceptance test shall be deemed as satisfactorily completed.</p> <p>Note: The succeeding day of issuance of LOA shall be counted as day 01 (one) for the purpose of calculation of DSC mobilization and commissioning period.</p>
6	<p>DATE OF COMMENCEMENT OF OPERATIONS:</p> <p>The date of commencement of operations shall be <u>the date on which both the DSC and at least one of the rig-site packages begin operations such that company representative is able to visualize rig-site real-time parameters at DSC.</u> The CONTRACTOR shall be eligible to claim Rig Site Package Mobilization and DSC Mobilization and Commissioning Charges (as defined in Schedule of Rates - Section IV) only after Successful Commencement of Operations.</p>
7	<p>DURATION OF CONTRACT:</p> <p>The contract shall be valid for a period of 04 (four) years extendable by 01 (one) year or part thereof, from date of commencement of operations.</p> <p>However, the duration of the contract will get automatically extended for the time required for completion of the well(s) which are in progress on the date of expiry of the Contract on the same rates, terms and conditions.</p>
8	<p>PROVISION OF PERSONNEL AND FACILITIES:</p> <p>The CONTRACTOR will provide competent, qualified and adequately experienced personnel for carrying out the requisite operations correctly and efficiently throughout the Contract period. Personnel provided by the CONTRACTOR must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the CONTRACTOR must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.</p> <p>The detailed bio-data/CV of all personnel and the number of additional personnel planned to be deployed must be submitted to Company before engaging them for Company's approval.</p> <p>Note: Any replacement with equivalent qualification/ experience needs COMPANY's prior approval.</p> <p>All the personnel deployed should be fluent in English language.</p> <p>The CONTRACTOR shall be responsible for and shall provide for all requirements of his personnel, and of their Sub-CONTRACTOR(s), if any. These provisions will include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land</p>

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	<p>transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of CONTRACTOR's personnel during the entire duration of the Contract shall be arranged by CONTRACTOR at their cost.</p> <p>The CONTRACTOR's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.</p> <p>CONTRACTOR's base camp: It will be CONTRACTOR's responsibility to maintain adequate space and utilities at their designated base in and around Duliajan for storage of their Equipment, Tools etc. and workshop needs. All costs associated with establishing and running such facility will be to the CONTRACTOR's account.</p>
9	<p>CONTRACTOR'S PERSONNEL:</p> <p>The CONTRACTOR shall provide the experienced personnel for carrying out the other smaller 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 and labour at their own expenses.</p>
10	<p>SOFTWARE INTEGRATION:</p> <p>Software integration as per Scope of work, shall have to be completed within 45 (forty-five) days from the date of issuance of first integration request notice after completion of initial mobilization & Commissioning of Decision Support Center. However, COMPANY reserves the right to issue request for integration in a phased manner and in that case separate request for integration notices will be issued for each type of integration work.</p> <p>The CONTRACTOR will provide the details of the Technical Architects and Technology Specialists, post issuing of notice for integration services by the COMPANY, who will be responsible for the integration of eRTMAC software with SAP within forty-five (45) days from the date of issuance of notice for integration service by the COMPANY. The personnel for software integration should be suitably qualified/ certified by renowned and reputed accrediting agency with previous experience of carrying out similar projects.</p>
11	<p>INTERIM DEMOBILIZATION AND REMOBILIZATION OF RIG-SITE PACKAGE AND TEMPORARY PAUSE OF OPERATION:</p> <p>In case of lean period, CONTRACTOR's rig-site package shall have to be temporarily demobilized after completion of job in a particular well.</p>

	<p>i) Interim De-mobilization: CONTRACTOR's Rig Site Package shall have to be decommissioned and de-mobilized as per the scope of work on interim basis by the CONTRACTOR within 24 hours from the date of issuance of interim de-mobilization notice.</p> <p>ii) Interim Re-Mobilization: CONTRACTOR's Rig Site Package shall have to be re-mobilized and commissioned as per the scope of work on interim basis by the CONTRACTOR within 07 (seven) days from the date of issuance of interim re-mobilization notice.</p> <p>In such situation CONTRACTOR shall be paid Interim Demobilization/ Remobilization charges including all relevant costs as per their quote. However, no other charges will be payable after interim demobilization notice has been issued for the particular set.</p> <p>Note: The succeeding day of issuance of interim-de-mob interim re-mobilization notice shall be counted as day 1(one) for the purpose of calculation of interim de-mobilization/interim re-mobilization period.</p>
12	<p>OPERATING & STANDBY CHARGES FOR RIG-SITE PACKAGES:</p> <p>The CONTRACTOR is required to provide upto 04 (four) rig-site packages as per the terms and conditions specified earlier. At any stage of operation, the operating rig-site packages will be paid for the quoted operating charges only. During non-operating period, only standby charges (fixed at 50% of operating charges) for the rig-site packages as quoted will be payable when not used by COMPANY, but the sensors, server, and other equipment of the rig-site packages are in functional condition. However, detailed charges payable under different conditions will be guided as described under Section- IV (Schedule of Rates).</p>
13	<p>MOBILIZATION OF ADDITIONAL UNITS</p> <p>As per mutual agreement between COMPANY and the CONTRACTOR, COMPANY may choose to mobilize additional Rig Site Packages at later date to anywhere in Company's operational area in North East Region of India. A separate mobilization notice will be given for each of these additional rig site packages and the CONTRACTOR must mobilize the additional rig site package within 90 (ninety) days time from the time of intimation, at same rates and condition mentioned in the contract.</p>
14	<p>PERFORMANCE OF WORK:</p> <p>The CONTRACTOR shall submit daily reports to Company detailing progress of different operations as per the scope of the work every day at 7:00 AM. The Company, at its option may change the periodicity of such reports. In addition, CONTRACTOR shall submit the complete end of well report (with all pertinent details to serve as permanent record) within 15 (fifteen) days from the date of completion of each individual well. The</p>

	<p>speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the Company's representative. Should the rate of progress of the operations or any part of them be at any time too slow, non-insightful, show too much downtime in the opinion of the Company's representative, Company's representative may so notify the CONTRACTOR in writing. The CONTRACTOR shall reply to the written notice giving details of the measures, which he proposes to take to remedy the operations. If no satisfactory reply to Company's notice is received in 07 (seven) days, Company shall be free to take necessary actions as deemed fit.</p>
15	<p>COMPANY'S OBLIGATIONS:</p> <p>Entry Permits: Company shall assist CONTRACTOR for arranging necessary entry permits, if required, for personnel belonging to CONTRACTOR and their sub-CONTRACTORs engaged with the consent of Company, provided CONTRACTOR gives full particulars of such personnel in advance. However, the primary obligation in this regard shall be on CONTRACTOR and Company shall provide necessary documents only.</p> <p>a) Security: Company shall organize all possible help from local government/administration to CONTRACTOR personnel and equipment in case of natural disasters, civil disturbances and epidemics. The security of the Base Camp including CONTRACTOR's equipment and personnel and deployment of security personnel etc., at the Base Camp, shall however, be the responsibility of the CONTRACTOR.</p> <p>b) Crane service/Transport vehicles: COMPANY will provide crane and transportation (for Inter-location movement only) of the CONTRACTOR's equipment and also for transfer/handling of CONTRACTOR's material, equipment at well site "free of charge". The loading, unloading and transportation shall be done at CONTRACTOR's supervision and risk. COMPANY shall not be responsible for any damage during handling & transit. Transportation for CONTRACTOR's material, equipment during first mobilization, interim demobilization, interim re-mobilization and final demobilization will NOT be provided by the COMPANY.</p> <p>c) Well-site Accommodation: Company shall not provide bunk house for accommodation of CONTRACTOR's personnel at wellsite under normal circumstances. However, COMPANY may provide 01 (one) bed accommodation for CONTRACTOR's personnel at well site in case of urgency/emergency, but subjected to availability.</p> <p>d) Well Site Communication facility: Company shall not provide</p>

	<p>communication system at well site to the CONTRACTOR under normal circumstances. However, COMPANY may provide communication system (Internet facility & telephone) at well site to the CONTRACTOR for reporting purposes to COMPANY only in case of urgency/emergency, but subjected to availability.</p> <p>e) Medical Facilities: Company will extend the medical facilities to CONTRACTOR's personnel to the extent available at its hospital at Duliajan on chargeable basis.</p> <p>f) Work-Shop Facility: Company will extend the in-house workshop facility (mechanical workshop only) for CONTRACTOR's Tools & Equipment without hampering Company's own work schedule. The workshop facility will be chargeable depending on quantum of job involving man/material/time. The workshop facility may not be charged to CONTRACTOR in case of minor nature of repairing job requiring very nominal time. The decision of Company's representative in this regard shall be final and binding.</p> <p>g) Other Facilities: Company will extend rig power, rig emergency power, rig water facility. However, it is the CONTRACTOR's responsibility to have sufficient length and model of wire and sufficient length of pipe to take water from COMPANY provided location at rig site</p>
16	<p>ASSOCIATION OF COMPANY'S PERSONNEL:</p> <p>Company may depute one or more than one representative (s)/engineer (s) to act on its behalf for overall co-ordination and operational management at site(s) which shall include both the DSC (Decision Support Center) and the Rig-Sites. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the CONTRACTOR and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the CONTRACTOR and to ensure compliance of provisions of the Contract.</p> <p>Company's representatives shall have free access to all the equipment of the CONTRACTOR during operations as well as idle time for the purpose of observing/inspecting the operations performed by the CONTRACTOR in order to judge whether, in Company's opinion, the CONTRACTOR is complying with the provisions of the Contract.</p> <p>The monitoring and overseeing of the jobs under the Contract by the Company's personnel/representative shall not absolve or reduce the obligations of the CONTRACTOR under the Contract in any manner.</p>

17	<p>LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION (Rig-site Package):</p> <p>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 total contract value for the particular number of set/s (as applicable) including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%.</p> <p>Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined under Mobilization and Project Completion Time (Rig-Site Package). The above Liquidated Damages rates will also be applicable for interim-remobilization and interim demobilization of each rig-site package separately as noted below:</p> <ol style="list-style-type: none"> For interim Re-mobilization, LD will be applicable @ 0.5% of the total contract value of the particular rig site package including interim re-mobilization cost, per week or part thereof of delay subject to maximum of 7.5% Contract Value including interim re-mobilization cost for 1(one) rig-site package. For interim De-mobilization, LD will be applicable @ 0.5% of the total contract value of the particular rig site package including interim de-mobilization cost, per week or part thereof of delay subject to maximum of 7.5% Contract Value including interim re-mobilization cost for 1(one) rig-site package. <p>If the Contractor fails to mobilize within 15 (fifteen) weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.</p> <p>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 COMPANY 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.</p> <p><u>Mobilization and Project Completion Time (Rig-Site Package):</u></p> <ol style="list-style-type: none"> All rig-site packages (including all hardware and software such as sensors, display units, aggregation server, VSAT communications as per Scope), shall have to be mobilized within 120 (one hundred and twenty) days from the date of issuance of LOA by the COMPANY. However, COMPANY reserves the right to mobilize each of the rig-site packages in a phased manner and in that case
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	<p>separate mobilization notice(s) will be issued against each of the remaining Rig-site package(s) other than the ones mobilized during initial mobilization.</p> <p>(ii) All subsequent interim re-mobilization periods for rig-site packages shall be 07 (seven) days from the date of issuance of re-mobilization notice.</p>
18	<p>LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION (DSC):</p> <p>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 total contract value for Part-I: [Decision Support Center - eRTMAC for Drilling Operations at FHQ] as defined in Section 4 (SoR and SoP) including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%.</p> <p>Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined under Mobilization and Project Completion Time (DSC Set Up). The above Liquidated Damages rates will also be applicable for software integration and training as noted below:</p> <p>a. For integration, LD will be applicable @ 0.5% of total contract value of the integration costs, per week or part thereof of delay subject to maximum of 7.5% for integration costs.</p> <p>b. For Training, LD will be applicable @ 0.5% of the total contract value of Part-I: [Decision Support Center - eRTMAC for Drilling Operations at FHQ], per week or part thereof of delay subject to maximum of 7.5% for integration costs.</p> <p>If the Contractor fails to mobilize within 15 (fifteen) weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.</p> <p>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 COMPANY 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.</p> <p><u>Mobilization and Project Completion Time:</u></p> <p>(i) Decision Support Center (including back-up cloud storage server) shall have to be commissioned and approval obtained, basis a DSC</p>

	<p>site acceptance test, from COMPANY within 120 (one hundred and twenty) days after issuance of LOA by the COMPANY.</p> <p>(ii) Software integration shall have to be completed within 45 (forty-five) days from the date of issuance of first integration request notice after completion of initial mobilization & Commissioning of Decision Support Center. However, COMPANY reserves the right to issue request for integration in a phased manner and in that case separate request for integration notices will be issued for each type of integration work.</p> <p>(iii) Training mobilization periods shall be mutually agreed between COMPANY and CONTRACTOR. Non-adherence to agreed upon mobilization period training shall lead to Liquidated Damage Charges being applicable</p>
19	<p>PROTECTION OF PROPERTY AND EXISTING FACILITIES:</p> <p>The CONTRACTOR shall perform each work in such a manner as will prevent damage to the Company's property and conform to and be consistent with, and not to interfere in any way with continuous and safe operational practices for the well.</p>
20	<p>DEMOBILIZATION & RE-EXPORT:</p> <p>The CONTRACTOR shall arrange for and execute de-commissioning and de-mobilization of both DSC and of their rig site packages, upon receipt of notice for decommissioning and/ or demobilization from the Company. Decommissioning/ Demobilization shall mean dismantling and removal of its hardware/software/tools/equipment and accessories. In case of final demobilization, the DSC and rig site package hardware/software /tools/equipment and accessories including unutilized spares and consumables have to be re-exported at the cost of the CONTRACTOR. Final demobilization shall be completed by CONTRACTOR within fifteen (15) days of issue of demobilization and/or decommissioning notice by Company. Immediately after re-exporting of its accessories, equipment and the unused spares and consumables, CONTRACTOR shall submit the detail re-export documents to Company as documentary proof of re-exporting its tools, equipment, accessories, unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of fifteen (15) 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.</p> <p>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,</p>

	<p>then CONTRACTOR shall be fully liable for payment of the Customs Duty.</p> <p>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.</p> <p>In the event all/part of the equipment etc. are transferred by CONTRACTOR after expiry/termination of the Contract within the country to another operator for providing services, and/or sold to a third party, CONTRACTOR shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of 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.</p>
21	<p>INSURANCE:</p> <p>a) The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.</p> <p>b) Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:</p> <ul style="list-style-type: none"> i Workmen compensation insurance as required by the laws of the country of origin of the employee. ii Employer's Liability Insurance as required by law in the country of origin of employee.

	<p>iii General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.</p> <p>iv 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.</p> <p>v Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.</p> <p>vi Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.</p> <p>c) Any deductible set forth in any of the above insurance shall be borne by Contractor.</p> <p>d) Contractor shall furnish to Company prior to commencement of operation, certificates of all its insurance policies covering the risks mentioned above.</p> <p>e) If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.</p> <p>f) Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.</p> <p>g) 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.</p> <p>h) Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.</p>
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22	<p>DATA INTERPRETATION:</p> <p>Since all data interpretations are based on inference from electrical or other measurements, CONTRACTOR cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that CONTRACTOR shall not be liable or responsible except for the case of Gross Negligence and Wilful Misconduct on CONTRACTOR's or his Sub-CONTRACTOR(s)'s 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 Gross Negligence and Wilful Misconduct.</p>
23	<p>DATA HANDLING AND LIABILITY:</p> <p>Company warrants and represents that, it is the owner or licensee of any data that will be provided to CONTRACTOR and that it has the right to disclose data to CONTRACTOR. Company expressly agrees that CONTRACTOR shall only be provided with copies of data and agrees that Company shall retain all originals and/or backup copies of any data provided to CONTRACTOR. CONTRACTOR shall have no liability whatsoever for any loss or damage to the data.</p>
24	<p>LIABILITY FOR THE WELL OR RESERVOIR:</p> <p>Notwithstanding anything else contained herein to the contrary, the CONTRACTOR shall not be liable or responsible for or in respect of:</p> <ul style="list-style-type: none"> i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or iv) Any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean-up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations; iv) Third party liabilities arising out of the above irrespective of the cause and the

	<p>v) Company agrees that it shall absolve the CONTRACTOR and protect, defend, indemnify and hold the CONTRACTOR and its Sub-CONTRACTORS, its agents and its parents, subsidiaries and affiliates, its other CONTRACTORS and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.</p> <p>Provided that such loss, damage etc. as stated in (i) to (iv) above is not caused on account of willful misconduct or gross negligence of the CONTRACTOR or its personnel/sub-CONTRACTORS of any tier/agents/invitees/consultants or parties associated with the CONTRACTOR.</p>
25	<p>SAFETY:</p> <p>i) It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all Sub-CONTRACTORS hired by him comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance of all HSE laws by the sub or sub-CONTRACTORS.</p> <p>ii) Every person deployed by the CONTRACTOR in a mine must wear safety gadgets to be provided by the CONTRACTOR. The CONTRACTOR shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the CONTRACTOR fails to provide the safety items as mentioned above to the working personnel, the CONTRACTOR may apply to the Company for providing the same. COMPANY will provide the safety items, if available. But in turn, COMPANY 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.</p> <p>iii) All the safety gears mentioned above are to be provided to the</p>

	working personnel before commencement of the work.
iv)	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.
v)	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.
vi)	Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
vii)	The CONTRACTOR has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
vii)	The CONTRACTOR shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many officers/work persons undergone IME and type of medical coverage given to the officers/work persons.
viii)	The return shall be submitted quarterly (by 10th of April, July, October & January) for Contracts of more than one year.
ix)	It will be entirely the responsibility of the CONTRACTOR/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in COMPANY'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.
x)	Any compensation arising out of the job carried out by the CONTRACTOR whether related to pollution, Safety or Health will be paid by the CONTRACTOR only.
xi)	Any compensation arising due to accident of the CONTRACTOR's

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	<p>personnel while carrying out the job, will be payable by the CONTRACTOR.</p>
xii)	<p>The CONTRACTOR shall have to report all incidents including near miss to Installation Manager/Departmental Representative of the concerned department of COMPANY.</p>
xiii)	<p>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.</p>
xiv)	<p>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.</p>
xv)	<p>The health check-up of CONTRACTOR's personnel is to be done by the CONTRACTOR in authorized Health Centres as per COMPANY's requirement & proof of such test(s) is to be submitted to COMPANY. 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.</p>
xvi)	<p>CONTRACTOR to hold daily tool box meeting and regular site safety meetings and maintain records.</p>
xvii)	<p>Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the CONTRACTOR.</p>
xviii)	<p>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.</p>
xviii)	<p>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.</p>
xix)	<p>CONTRACTOR's arrangements for health and safety management shall be consistent with those for the mine owner.</p>
xx)	<p>In case CONTRACTOR is found non-compliant of HSE laws as required, Company will have the right for directing the</p>

	<p>CONTRACTOR to take action to comply with the requirements, and for further non-compliance, the CONTRACTOR will be penalized as per prevailing relevant Acts/Rules /Regulations.</p> <p>xxi) 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.</p> <p>xxii) The CONTRACTOR should frame a mutually agreed bridging document between COMPANY & the CONTRACTOR with roles and responsibilities clearly defined.</p> <p>xxiii) For any HSE matters not specified in the Contract document, the CONTRACTOR will abide by the relevant and prevailing Acts/rules /regulations pertaining to Health, Safety and Environment.</p>
26	<p>INTELLECTUAL PROPERTY:</p> <p>While performing the Work for the Company, CONTRACTOR may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are CONTRACTOR's exclusive property and which CONTRACTOR may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, CONTRACTOR does not develop any intellectual property for ownership by Company, CONTRACTOR retains sole ownership of any such intellectual capital (including intellectual property) created by CONTRACTOR during the course of providing the Services.</p>
27	<p>IP INFRINGEMENT:</p> <p>CONTRACTOR shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to:</p> <p>Specific modification or design of CONTRACTOR equipment or Services to meet Company's specifications, Combination of CONTRACTOR's equipment or Services in combination of other equipment and/ or services not recommended by CONTRACTOR, out of unauthorized additions or modifications of CONTRACTOR's equipment or services by Company, or Company's use of CONTRACTOR's equipment or Services that does not correspond to CONTRACTOR's published standards or specifications; in which case, the Company shall indemnify and hold the CONTRACTOR harmless.</p>

28	<p>SECURITY:</p> <p>CONTRACTOR shall during the tenure of the Contract and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by Company, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorized Sub-CONTRACTORS or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the operation/work and not required by the COMPANY. The obligation is continuing one and shall survive after the completion/termination of this agreement. CONTRACTOR must sign a CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT as provided in <u>Annexure 10</u></p>
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PART-IV

SCHEDULE OF RATES & SCHEDULE OF PENALTIES

The Contractor shall quote their rates in the price bids as per the format given in Proforma-B. The quantities mentioned against each item in Price Bid Format/Price Schedule is for evaluation purposes only. However, payment shall be made for the actual work done.

SCHEDULE OF RATES FOR PART I: DECISION SUPPORT CENTER - eRTMAC FOR DRILLING OPERATIONS AT FHQ

A1. Mobilization, Operating & Demobilization Charges for Decision Support Center

A1.1. Mobilization and Commissioning Charges

- a) This shall be inclusive of mobilization, setting up and SAT (DSC Site Acceptance Test) of hardware, software, peripherals, interior designing, internal fitting, furnishing, electrification, air conditioning, lighting, etc. as per Scope of Work, and shall be payable one time on lump sum basis.
- b) Mobilization charges will be payable only when Mobilization is deemed to be completed in accordance to clause 6 of Special Condition of the Contract
- c) Mobilization charges shall cover all local and foreign cost to be incurred by the Contractor to mobilize the equipment to the appointed site and include all local and foreign taxes, port fees, inland transport etc., but excluding customs duty, which will be to the Company's account, if applicable on the items.
- d) Company will provide all necessary documents as required for Custom Clearance only on receipt of request from the Contractor and all such request must be made by the Contractor well in advance so that the Company can make necessary arrangement for providing the documents in time without causing any delay for the Customs/Port Clearance.
- e) The total Mobilization and Commissioning Charges for the Decision Support Center shall not exceed 7.5% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I).
- f) In the event of the Contractor quoting Mobilization and Commissioning charge above 7.5% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I), only 7.5% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.
- g) The maximum mobilization and commissioning period without penalty for this activity shall be ninety (90) days from date of issuance of mobilization notice.

A1.2. Operating Day Rate Charges

- a) This shall include per day charges for hardware and software at FHQ for data management, monitoring, analytics and reporting. It includes cost of running the equipment when the equipment is in operation. It shall include provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.
- b) The charges will be considered on operating day rate basis for a day of 24 hours and payment will be made accordingly on operating day rate basis and not on prorated basis.
- c) Operating Day Rate shall not be payable if, in the duration of operation, Contractor's Software or Hardware Tools/Equipment fails to perform.

A1.3. Demobilization and Decommissioning Charges

- a) These shall be payable one time on lump sum basis and shall include charges for demobilization and decommissioning of all hardware, peripherals, furniture, internal fitting, air conditioning, lighting, etc. upon completion of the assignment of works under this contract to the satisfaction of Company. Company shall give 10 (Ten) days' notice to contractor to commence demobilization.
- b) The demobilization and decommissioning charge is required to be greater than 2% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I).
- c) However, the total demobilization and decommission charges if quoted in deficit or less than 2% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I) in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.
- d) All contractual day rates/charges, whatsoever, on account of Contractor's Software & Hardware Tools/Equipment/Spare/Accessories etc. under this contract shall cease to exist with effect from the day, time or event as to be notified in the de-mobilization notice issued by Company.
- e) All charges connected with demobilization including all fees and taxes in relation thereto and insurance & freight on export outside India will be to Contractor's account.
- f) The contractor has to provide documentary evidence of re-exporting all the items exported under EC against this tender for payment of final demobilization.

B1. Integration of eRTMAC Software with COMPANY ERP

- a) Charge for integration of eRTMAC software with COMPANY-ERP shall be payable one time on lump sum basis upon successful completion of the integration process.
- b) The said unit charge is required to be less than 1% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I).

- c) In the event of the Contractor quoting integration charge above 1% of the total contract cost for DSC-eRTMAC (Part I) at Field Head Quarters, only 1% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

C1. Cloud Data Backup – Software and Hardware

- a) The charges for cloud backup server license (software) and cloud backup server infrastructure (hardware) shall be payable on a per day basis.
- b) These charges shall include provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.

D1. DSC - eRTMAC Personnel At FHQ

D1.1. Mobilization Charges

- a) Mobilization charges will be payable only when Mobilization is deemed to be completed in accordance to clause of General Condition of the Contract

D1.1.1. Drilling Advisor At FHQ

- a) The unit Mobilization charges for 01 (one) Drilling Advisor at Field Head Quarters shall be payable one time on lump sum basis.
- b) The said unit charge is required to be less than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I).
- c) In the event of the Contractor quoting unit Mobilization charge above 0.025% of the total contract cost for DSC-eRTMAC (Part I) at Field Head Quarters, only 0.025% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

D1.1.2. Data Analyst At FHQ

- a) The unit Mobilization charges for Data Analysts at Field Head Quarters shall be payable one time on lump sum basis.
- b) The said unit charge is required to be less than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters.
- c) In the event of the Contractor quoting unit Mobilization charge above 0.025% of the total contract cost for DSC-eRTMAC (Part I) at Field Head Quarters, only 0.025% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

D1.1.3. Data QC Personnel At FHQ

- a) The unit Mobilization charges for Data QC Personnel at Field Head Quarters shall be payable one time on lump sum basis (Part I)..
- b) The said unit charge is required to be less than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I).
- c) In the event of the Contractor quoting unit Mobilization charge above 0.025% of the total contract cost for DSC-eRTMAC (Part I) at Field Head Quarters, only 0.025% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

D1.1.4. Pool of Support Personnel for maintenance of Rig-Site Packages

- a) This includes the unit mobilization charge for the pool of support personnel for maintenance of rig-site packages and shall be payable one time on lump sum basis.
- b) The said unit charge is required to be less than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I).
- c) In the event of the Contractor quoting unit Mobilization charge above 0.025% of the total contract cost for DSC-eRTMAC (Part I) at Field Head Quarters, only 0.025% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

D1.2. Operating Charges

- a) The unit operating charges for Drilling Advisor at FHQ will be payable on a per man-day basis.
- b) The operating charges for Data Analyst at FHQ will be payable on a per man-day basis.
- c) The operating charges for Data QC Personnel at FHQ will be payable on a per man-day basis.
- d) The operating day rate (ODR) for pool of support personnel for maintenance of rig-site packages will be payable on a per man-day basis.

D1.3. Demobilization Charges

D1.3.1. Drilling Advisor At FHQ

- a) Unit Demobilization charges for Drilling Advisor at Field Head Quarters shall be payable one time on lump sum basis.
- b) The said unit charge is required to be greater than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I).
- c) However, the total demobilization charges if quoted in deficit or less than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters

(Part I) in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.

D1.3.2. Data Analyst At FHQ

- a) Demobilization charges for Data Analysts at Field Head Quarters shall be payable one time on lump sum basis.
- b) One Data Analyst will be demobilized after year 1. The other Data Analyst will be demobilized at the end of contract.
- c) The said charge is required to be greater than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters.
- d) However, the total demobilization charges if quoted in deficit or less than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I) in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.

D1.3.3. Data QC Personnel At FHQ

- a) Demobilization charges for Data QC Personnel at Field Head Quarters shall be payable one time on lump sum basis.
- b) One Data QC Personnel will be demobilized after year 1. The other Data QC Personnel will be demobilized at the end of contract.
- c) The said charge is required to be greater than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters.
- d) However, the total demobilization charges if quoted in deficit or less than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I) in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.

D1.3.4. Pool of Support Personnel Pool for maintenance of Rig-Site Packages

- a) Demobilization charge for the pool of support personnel for maintenance of rig-site packages shall be payable one time on lump sum basis.
- b) The said charge is required to be greater than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters.
- c) However, the total demobilization charges if quoted in deficit or less than 0.025% of the total contract cost for DSC-eRTMAC at Field Head Quarters (Part I) in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.

SCHEDULE OF RATES FOR PART II: RIG-SITE PACKAGES – eRTMAC FOR DRILLING OPERATIONS

A2. Mobilization, Operating & Demobilization Charges For Rig-Site Packages

A2.1. Mobilization Charges

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- a) Mobilization charges for rig-site package shall include all rig-site hardware and software such as sensors, display units, aggregation server, VSAT comms as per the Scope of Work and shall be payable one time on lump sum basis.
- b) Mobilization charges will be payable only when Mobilization is deemed to be completed in accordance to clause 4 of Special Condition of the Contract
- c) Mobilization charges cover all local and foreign cost to be incurred by the Contractor to mobilize the equipment to the appointed site and include all local and foreign taxes, port fees, inland transport etc., but excluding customs duty, which will be to the Company's account, if applicable on the items.
- d) COMPANY will provide all necessary documents as required for Custom Clearance only on receipt of request from the Contractor and all such request must be made by the Contractor well in advance so that the Company can make necessary arrangement for providing the documents in time without causing any delay for the Customs/Port Clearance.
- e) The mobilization charge for rig-site packages is required to be less than 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II).
- f) In the event of the Contractor quoting unit mobilization charge above 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II). only 1% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.
- g) The maximum mobilization period without penalty for this activity shall be 60 (sixty) days from date of issuance of mobilization notice.

A2.2. Operating Day Rate Charges

- a) Operating day rate (ODR) charge shall include charges for all rig-site hardware and software services such as sensors, display units, aggregation services, VSAT comms as per the Scope of Work and shall be payable on per day basis.
- b) It includes cost of running the equipment when the equipment is in operation. It shall include provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.
- c) The charges will be considered on operating day rate basis for a day of 24 hours and payment will be made accordingly on operating day rate basis and not on prorate basis.
- d) Operating Day Rate shall not be payable if, in the duration of operation, Contractor's Tools/Equipment fails to perform.

A2.3. Standby Charges

- a) Standby charges shall include all rig-site hardware and software services such as sensors, display units, aggregation services, VSAT comms as per the Scope of Work and shall be payable on a per day basis.

- b) Standby charges shall be fixed at 50% of ODR and shall be paid between rig-down, rig movement and rig-up.

A2.4. Interim Demobilization Charge

- a) Interim demobilization charge shall include all rig-site hardware and software services such as sensors, display units, aggregation services, VSAT comms as per the Scope of Work and shall be payable one time on lump sum basis.
- b) The said for rig-site packages is required to be less than 0.5% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II).
- c) In the event of the Contractor quoting unit interim de-mobilization charge above 0.5% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II). only 1% of the said cost will be paid after successful completion of the interim demobilization and the remaining amount will be paid after successful completion of the contract.
- d) The number of non-operating and non-standby days in a year is taken to be 55.

A2.5. Interim Remobilization Charge

- a) Interim remobilization charge shall include all rig-site hardware and software services such as sensors, display units, aggregation services, VSAT comms as per the Scope of Work and shall be payable one time on lump sum basis.
- e) The said charge is required to be less than 0.5% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II).
- b) In the event of the Contractor quoting unit interim re-mobilization charge above 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II) only 0.5% of the said cost will be paid after successful completion of the interim remobilization and the remaining amount will be paid after successful completion of the contract.

A2.6. Demobilization Charge

- a) Demobilization charge shall include all rig-site hardware and software services such as sensors, display units, aggregation services, VSAT comms as per the Scope of Work and shall be payable one time on lump sum basis. COMPANY shall give 10 (Ten) days' notice to contractor to commence demobilization.
- b) The demobilization charge for rig-site packages is required to be greater than 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II).
- c) However, the total demobilization charges if quoted in deficit or less than 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling

Operations (Part II) in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.

- d) All contractual day rates/charges, whatsoever, on account of Contractor's Tools/Equipment/Spare/Accessories etc. under this contract shall cease to exist with effect from the day, time or event as to be notified in the de-mobilization notice issued by Company.
- e) All charges connected with demobilization including all fees and taxes in relation thereto and insurance & freight on export outside India will be to Contractor's account.
- f) The contractor has to provide documentary evidence of re-exporting all the items exported under EC against this tender for payment of final demobilization.

NOTE TO SCHEDULE OF RATES:

- a) Rates shall remain firm during the entire duration of the contract.
- b) Unit rates are inclusive of all associated services, spares, equipment, communication devices etc. as per the Scope of Work.
- c) **Personnel:** Penalty for delayed mobilization of any kind of Personnel shall be applicable as per Schedule of Penalties clause 6.1 to 6.4 as applicable.
- d) **Force Majeure:** A force majeure day rate of 50% of the Operating Day Rate Charges for all hardware and software operating charges quoted by bidder shall be payable during such periods. Force Majeure shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the vendor partner), pandemics, 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. Upon occurrence of such cause and upon its termination, the party shall notify the other party in writing within 72 (seventy-two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. 'force majeure' day rate shall apply for the first 15 (fifteen) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond 15 (fifteen) 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 15 (fifteen) days force majeure period unless otherwise agreed to.

Zero Rate: Notwithstanding any provision in the contract, no charges (standby or operating charges for hardware, software, tools, equipment and personnel) shall be payable for the period, the job or activity assigned to the Contractor is halted/suspended due to default on the part of the Contractor as a result of break-down/non-availability of Contractor's hardware and software, tools/equipment, non-availability of spare parts/consumables for Contractor's tools/ equipment, non-availability of

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Contractor's key personnel or for any other reason whatsoever attributable to the Contractor.

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

SUB: SAFETY MEASURES

Description of service: IFB No. CDH6605P21 for ‘Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company’s field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs deployed in Company’s operational areas within north-east region of India’.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

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

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.

4. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

5. 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.

6. 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.

7. 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.
8. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
9. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
16. 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.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT-Revised

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **IFB No. CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs deployed in Company's operational areas within north-east region of India'**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 - Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other

Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

Section: 9 - Pact Duration

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

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

Section: 10 - Other provisions

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

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

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

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date .

SCHEDULE OF PENALTIES

1. **Non-availability Rig-wise/Site-wise**: Applicable penalties for non-availability will be as per the table below:

Sl No.	Details of Non availability Rig-wise/Site-wise	Permissible Resolution Time (PRT)	<u>Non-payment calculated per hr on pro rata basis* in case of non-availability</u>	Beyond Permissible Resolution time	
				NPD (Non-Performance Deduction) calculated per hour beyond PRT. NPD will be levied for the time (round-off to hrs.) system remains down for upto 8 hours.	NPD calculated per hour beyond PRT + 8 hrs. NPD will be levied for the time (round-off to hrs.) system remains down.
			("A")	("B")	("C")
Real time Data Collection and Visualization at Rig Site (Target Availability 99.9%)					
1.1	Non availability of Data Acquisitions and Data Visualization at Rig Site for any *Vital Sensors (Rig-wise)	6 hours within 100 kms of FHQ, Duliajan	100% of Charges Quoted in (A.2 1.2) of SOR (Say X)	10% of X	20% of X
1.1a	Non availability of Data Acquisitions and Data Visualization at Rig Site for any *Vital Sensors (Rig-wise)	12 hours beyond 100 kms of FHQ, Duliajan	100% of Charges Quoted in (A.2 1.2) of SOR (Say X)	10% of X	20% of X

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Sl No.	Details of Non availability Rig-wise/Site-wise	Permissible Resolution Time (PRT)	Non-payment calculated per hr on pro rata basis* in case of non-availability	Beyond Permissible Resolution time	
				NPD (Non-Performance Deduction) calculated per hour beyond PRT. NPD will be levied for the time (round-off to hrs.) system remains down for upto 8 hours.	NPD calculated per hour beyond PRT + 8 hrs. NPD will be levied for the time (round-off to hrs.) system remains down.
			("A")	("B")	("C")
1.2	Non availability of Data Acquisitions and Data Visualization at Rig Site for any other Sensors (Rig-wise)	12 hours within 100 kms of FHQ, Duliajan	50% of Charges Quoted in (A.2 1.2) of SOR (Say U)	10% of U	20% of U
1.2a	Non availability of Data Acquisitions and Data Visualization at Rig Site for any other Sensors (Rig-wise)	18 hours beyond 100 kms of FHQ, Duliajan	50% of Charges Quoted in (A.2 1.2) of SOR (Say U)	10% of U	20% of U
Real time Data Aggregation, Communication and Availability at FHQ (Target Availability 99%)					
2a	Non availability of Data Aggregations and/or Communication	6 hours within 100 kms of FHQ, Duliajan	100% of Charges Quoted in (A.2 1.2) of SOR (Say X)	10% of X	20% of X

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Sl No.	Details of Non availability Rig-wise/Site-wise	Permissible Resolution Time (PRT)	Non-payment calculated per hr on pro rata basis* in case of non-availability	Beyond Permissible Resolution time	
				NPD (Non-Performance Deduction) calculated per hour beyond PRT. NPD will be levied for the time (round-off to hrs.) system remains down for upto 8 hours.	NPD calculated per hour beyond PRT + 8 hrs. NPD will be levied for the time (round-off to hrs.) system remains down.
			("A")	("B")	("C")
	(Rig-wise)				
2b	Non availability of Data Aggregations and/or Communication (Rig-wise)	12 hours beyond 100 kms of FHQ, Duliajan	100% of Charges Quoted in (A.2 1.2) of SOR (Say X)	10% of X	20% of X
Real time Data Visualization at FHQ Drilling DSC or on mobile devices (Target Availability 98%)					
3	Non availability of real time Data Visualization due to server down, screen malfunction or any other issue	4 hours	50% of Charges Quoted in (A.1 1.2) of SOR (Say Y)	10% of Y	20% of Y
Real time Data Analytics (Target Availability 95%)					
4	Non availability of trend analysis of KPIs	4 hours	2% of Charges Quoted in (A.1 1.2) of SOR	10% of W	20% of W

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S1 No.	Details of Non availability Rig-wise/Site-wise	Permissible Resolution Time (PRT)	Non-payment calculated per hr on pro rata basis* in case of non-availability	Beyond Permissible Resolution time	
				NPD (Non-Performance Deduction) calculated per hour beyond PRT. NPD will be levied for the time (round-off to hrs.) system remains down for upto 8 hours.	NPD calculated per hour beyond PRT + 8 hrs. NPD will be levied for the time (round-off to hrs.) system remains down.
			(“A”)	(“B”)	(“C”)
	listed in Annexure-3 and any additional KPI agreed as specified in SOW		(Say W) per KPI, per rig wise		

2. **Reporting and Reviewing:** The penalties for delay in availability of reports are applicable as per the table below:

Reporting and Reviewing		Permissible Resolution Time (PRT)	NPD to be levied for the time report is delayed beyond PRT
5	Details of Non availability of reports		
5.1	Non-Availability of daily composite reports (to be submitted per rig per day)	1 day	5.0 % of Charges Quoted in SoR (A.1 1.2 + A.2 1.2) per report per

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Reporting and Reviewing		Permissible Resolution Time (PRT)	NPD to be levied for the time report is delayed beyond PRT
			day
5.2	Well Report within 15 days of End of Well	1 day	5.0 % of Charges Quoted in SoR (A.1 1.2 + A.2 1.2) per report per week and part thereof of delay
5.3	Composite Monthly Report within 7 days of End of Month (to be submitted per rig per day)	1 day	5.0 % of Charges Quoted in SoR (A.1 1.2 + A.2 1.2) per report per week and part thereof of delay

3. **Personnel Availability At FHQ**: The penalties in relation to absence of personnel are applicable as per the table below:

Personnel Availability at FHQ, as per SOW requirement (This penalty is applicable <u>in addition</u> to penalties mentioned in 1.1 to 5.3 of SOP, and LD Charges)		Permissible Resolution Time (PRT)	Penalty to be levied per person per day of absence	Additional Notes
6	Details of Non availability of personnel			

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Personnel Availability at FHQ, as per SOW requirement (This penalty is applicable <u>in addition</u> to penalties mentioned in 1.1 to 5.3 of SOP, and LD Charges)		Permissible Resolution Time (PRT)	Penalty to be levied per person per day of absence	Additional Notes
6	Details of Non availability of personnel			
6.1	Drilling Advisor at FHQ	48 hours	Max (\$500, SOR D.1 4.2.1)	If manpower is still not mobilized beyond PRT, in addition to penalty, no ODR (SOR A.1 1.2) will be paid for DSC till such time as replacement man-power is available
6.2	Data Analyst at FHQ	48 hours	Max (\$250, D.1 4.2.2)	If manpower is still not mobilized beyond PRT, in addition to penalty, no ODR (SOR A.1 1.2) will be paid for DSC till such time as replacement man-power is available

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Personnel Availability at FHQ, as per SOW requirement (This penalty is applicable <u>in addition</u> to penalties mentioned in 1.1 to 5.3 of SOP, and LD Charges)		Permissible Resolution Time (PRT)	Penalty to be levied per person per day of absence	Additional Notes
6	Details of Non availability of personnel			
6.3	Data QC Professional at FHQ	48 hours	Max (\$250, D.1 4.2.3)	If manpower is still not mobilized beyond PRT, in addition to penalty, no ODR (SOR A.1 1.2) will be paid for DSC till such time as replacement man-power is available
6.4	Real Time Support Professional at Rig-Site	48 hours	Max (\$250, D.1 4.2.4)	If manpower is still not mobilized beyond PRT, in addition to penalty, only standby rate (SOR A.2 1.2) will be paid for rig-site package till such time as replacement

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Personnel Availability at FHQ, as per SOW requirement (This penalty is applicable <u>in addition</u> to penalties mentioned in 1.1 to 5.3 of SOP, and LD Charges)		Permissible Resolution Time (PRT)	Penalty to be levied per person per day of absence	Additional Notes
6	Details of Non availability of personnel			
				man-power is available

NOTES TO SCHEDULE OF PENALTIES:

- a) "A" is a non-payment, calculated on pro-rata basis to nearest hour from the applicable day rate of 24 hrs. It will be applicable from the time when system is not available as per SOW, till system is restored/resolved.
- b) "B" is the Non-Performance Deduction (NPD) in addition to "A". It is applicable after permissible resolution time for next eight hours.
- c) "C" is the Non-Performance Deduction (NPD) in addition to "A". It is applicable after permissible resolution time plus eight hours, till system is restored/resolved.
- d) *NPD will be calculated on per hrs basis.
- e) If particular data is not flowing in on account of delay/error by 3rd party (MLU/MWD) then no penalty is applicable against that data type.
- f) *See Scope of Work Document for definition of vital sensors (Draw-work, pumps, rotary, hook load, pressure, pit-level, mud flow)
- g) Reporting and Reviewing penalties will be applicable on per rig-site basis. Incase report is not submitted for multiple rigs, multiple penalty shall be charged.
- h) In case of a scenario none of the personnel at are available then COMPANY shall pay zero operating day rate for all rig-site packages and for the FHQ-DSC.

TENDER NO. CDH6605P21**ANNEXURES****Annexure 1: Additional Data Availability**

Based on the availability of MWD/LWD/Directional Drilling services unit at rig-site the following additional data may be available for analysis.

SN	Tool Type	Measurement	Comment
1	MWD	Continuous Inclination	
		Continuous Azimuth	
		Shocks	
		Stick and Slip	
		Collar RPM	
		Negative RPM	
		Stuck	
		Temperature	
		MWD GR	
		Equivalent Circulating Density	Real Time
		Equivalent Static Density	Real Time
		Gravity tool Face	Survey / Short Survey
		Magnetic tool Face	Survey / Short Survey
		Inclination	Survey / Short Survey
		Azimuth	Survey / Short Survey
		Total G	Survey / Short Survey
		Total H	Survey / Short Survey
		Dip	Survey / Short Survey
2	LWD-Resistivity/ GR tool	LWD GR Average	
		LWD GR top Quadrant	
		LWD GR Bottom Quadrant	
		LWD GR Left Quadrant	
		LWD GR Right Quadrant	
		Resistivity Measurement x 5	In Real Time
		Shock	
		Temperature	
		Equivalent Circulating Density	
		APWD	
3	LWD	Density Average	

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SN	Tool Type	Measurement	Comment
	Density Porosity Tool	Density Bottom	
		Density Image- 16 sector Image	
		Neutron Porosity	
		Caliper	
		PEF	Photoelectric Factor
		Temperature	
		Shocks	
		Density Quality Factor	
4	RSS tool	Continuous Inclination	
		Continuous Azimuth	
		Desired Tool Face	Gravity tool face or Magnetic Tool Face
		Actual Tool Face	Gravity tool face or Magnetic Tool Face
		Steering Proportional - desired	
		Steering Proportional - Actual	
		RSS - GR Average	
		RSS - GR bottom	
		RSS - Shocks	
		RSS - Stick n Slip	
5	Sonic While drilling	Slowness - Compressional	
		Slowness - Shear	
		Coherence - compressional	Gravity tool face or Magnetic Tool Face
		Coherence - shear	Gravity tool face or Magnetic Tool Face
		STC Projection - for slowness	Slowness is projected in image type form
		SWD - Shocks	
6	Formation pressure while drilling	Formation Pressure	
		FPWD - shocks	
		FPWD - temperature	Gravity tool face or Magnetic Tool Face
		FPWD - Annulus pressure	

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Annexure 2: Additional details on Data Quality, Analytics, Visualization

Data Quality: The quality of the data will be measured continuously via the following means...

- i. Verification of the presence of data, detection of 'holes' ("data gaps")
- ii. Comparison of the data with the envelope of validity (e.g. negative pressure, etc.)
- iii. Comparison of the data with recent history
- iv. Comparison of the data between the various available sources (e.g., data sent simultaneously by the cabin of mud logging and rig through the Surface data.)
- v. Other methods mutually agreed by COMPANY & CONTRACTOR
- vi. Report Data Quality Check, cleansing & harmonization
- vii. Custom channel specific algorithms
- viii. The system must allow for the creation of sensor specific data quality checks that take into consideration rig activity

Commercial Analytics: System should have minimum following analytics...

- i. Trends of all surface parameters in Separate Panels as per drilling industry standards.
- ii. All LWD / MWD data in drilling industry standard trends charts / images
- iii. Multiple real time trend analysis of each outlined KPI listed in Annexure 3. Actual v/s Plan Analysis is required for detection of early dysfunctional symptom.

Commercial Analytics (as per KPI):

- a. Depth vs Days chart
- b. Flat Time analysis
- c. Non-Productive Time Analysis
- d. Detecting Invisible Lost Time (ILT): Comparing Rig Wise-Well Wise-Hole section wise - Shift Wise (i.e. Day/Night Shift)-Crew Wise performance of following activities against benchmark
 - i. Tripping speed
 - ii. Casing Lowering speed (of different sizes)
 - iii. Connection Time (Slip to Slip and Weight to Weight)
 - iv. Auxiliary activities like BOP Nipple up / down, Well head operations etc
 - e. Assisting COMPANY in benchmarking time for activities and identifying best practices.
 - f. Drilling activity reports and customizable dashboards
 - g. Identify and Report drilling inefficiencies in real-time

Drilling Data Analytics:

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1. ROP Optimization:
 - a. Tri-axial Plots (WOB, RPM and Flow Rate) for ROP Optimization
 - b. Bit Performance: Comparison of Bit performance in nearby wells
 - c. Stick and Slip Analysis (Using parameters from MWD/LWD tool)
 - d. Comparisons of rotary and slide drilling with an offset well for ROP, footage, time, % time utilization analysis on the active and offset wells.
 - e. MSE Chart and D-Exponent Chart
2. Directional Drilling:
 - a. Tool-face evaluation plot
 - b. Trajectory Monitoring
 - c. Survey Deviation
 - d. Vertical Section, Displacement and Dogleg Severity Plan vs Actual
 - e. Directional profiling of current well and near-by wells in 3D format
3. Hydraulics Modelling and Hole Cleaning Analysis:
 - a. Track chart of Equivalent Circulation Density (ECD)
4. Real-time alerts/Early Warning:
 - a. Gain/Loss Detection
 - b. Drilling Break
 - c. Pressure
 - d. Torque & Drag Analysis (Broom-stick Chart).
 - e. Detect the swabbing and surge while tripping

TENDER NO. CDH6605P21**Annexure 3: Minimum List of KPIs to be monitored**

KPI	Tripping	Drilling	Casing RIH	Production Testing
Total time per stand / joint for Drill String	x	x	x	x
Connection time				
Slip to Slip Time	x	x	x	x
Slip to Weight Time		x		
Weight to slip Time		x		
Tool / BHA Make up/ Lay Down Time	x			
Rotary Drilling Time		x		
Rate of Penetration (Per circulation hour)				
Rotary		x		
Sliding / Steering Time		x		
Wellbore Treatment				
Circulation Time	x	x	x	x
Reaming Time	x	x	x	x
Back Reaming Time	x	x		
Washing Time	x	x	x	x
Pump out Time	x	x		
Rate of Penetration (Meter/ hour)				
Rotary		x		
Sliding / Steering		x		
Tripping Rate (footage, stands/hr, Joints/hr)				
Cased Hole	x		x	x
Open Hole	x		x	

Note: 'X' indicates the required parameters based on operations.

Annexure 4: COMPANY IADC Drilling Report

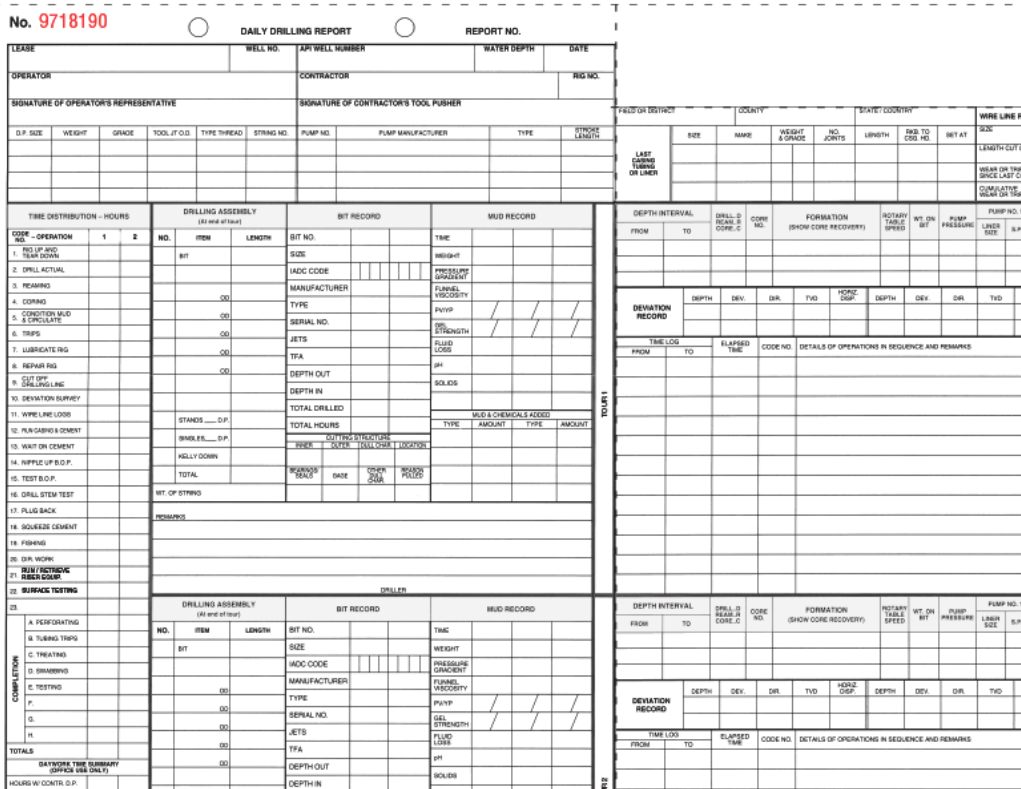


Image Source: IADC Daily Drilling Report Form 2T6 – English

Annexure 5: Illustrative Drilling Decision Support Center Image

DRIVE (Drilling Real-Time Intelligent Visualization Environment) Room – Illustrative Layout

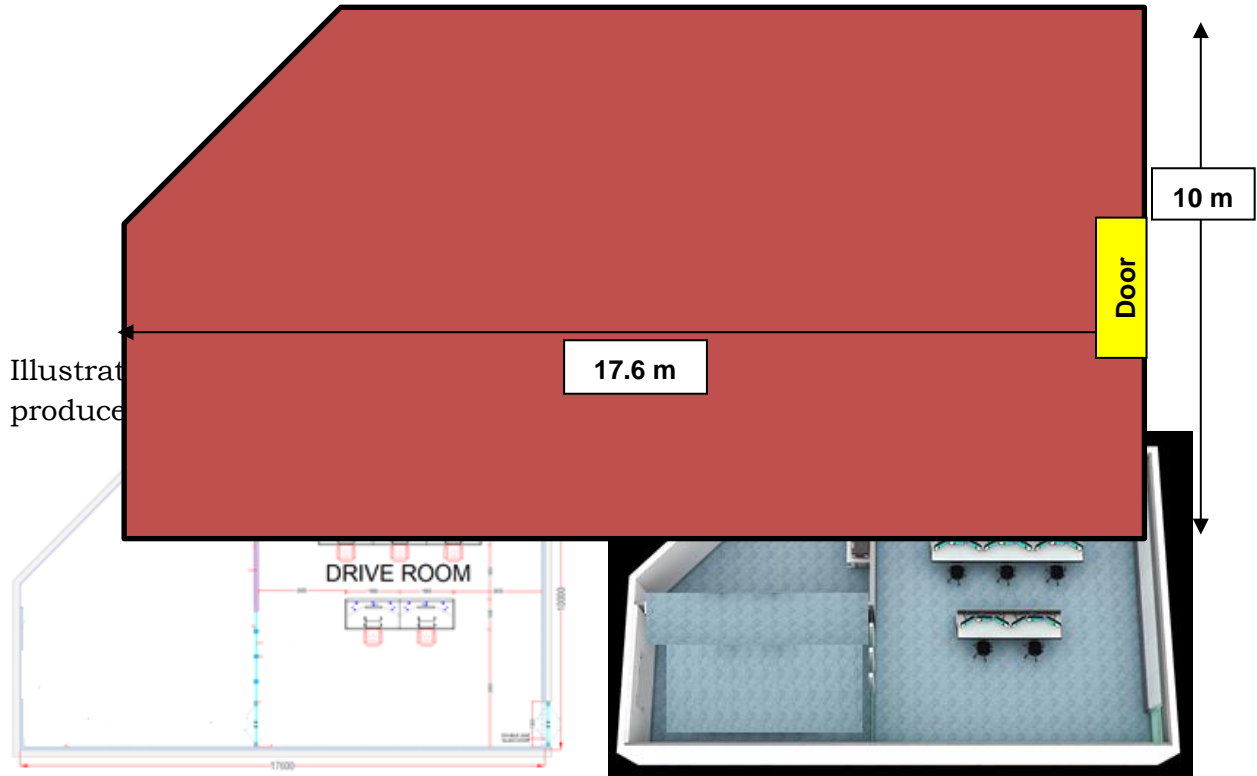
This room is meant to create an environment that allows for simultaneous surveillance and monitoring of real-time drilling information to proactively identify and prioritize issues



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Annexure 6: Sketch/Dimensions & Illustrative spatial layout for DRIVE room

Height of the room is 3m. This room is located on 2nd Floor (Ground + 1) of the Drilling Department at NIA (COMPANY Industrial Area), Duliajan.



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Annexure 7: Tentative Commissioning, Rigging-up and Mobilization Timelines for the Drilling eRTMAC

[illegible]

TENDER NO. CDH6605P21

[illegible]

TENDER NO. CDH6605P21

TENDER NO. CDH6605P21**Annexure 8: Indicative Curriculum Vitae (CV) Format of Proposed Team Members**

SN	HEADS	PERSONNEL DETAILS		
1	Role in the Project		Photograph	
2	Name			
3	Name of the Organization			
4	Permanent Address			
5	Highest Educational Qualification			
6	Total Professional Experience (In Years)			
7	Domain Experience	Tenure (in Years)	Remarks (Super Major, Role, QC)	
7.1	Drilling RTOC Operations			
7.2	Rig-Site (at field) Drilling Operations			
7.3	Drilling Engineering (not at RTOC or Rig-Site)			
7.4	Data Analytics/Software Experience			
7.5	Geosteering, M/LWD, Well planning or other relevant subsurface fields			
7.6	Real time data services in upstream oil & gas			
7.7	Project Management			
7.8		<add more rows if required>		
	Experience details in reverse order			
8	Name of Organization / Client	Experience Details / Responsibilities	From (Year)	To (Year)
8.1				
8.2				
8.3				
8.4		<add more rows if required>		

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9	Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.		
	Degree	University	Year of Award of Degree
9.1			
9.2			
9.3		<add more rows if required>	

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

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

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

Signature: _____

Place:

Date:

Certified By:

Role in the Organization:

Signature _____

Annexure 9: Appendix for Acronyms

SN	Acronym	Expanded Form
1	eRTMAC	enhanced Real Time Monitoring and Analytics Center
2	ILT	Invisible Lost Time
3	VSAT	Very Small Aperture Terminal
4	HQ	Head Quarter
5	ITB	Instructions To Bidders
6	C&P	Contracts & Pricing
7	SOW	Scope of Work
8	FHQ	Field Head-Quarter
9	E&D	Exploration & Development
10	OIL	Oil India Limited
11	DRIVE (Program)	Digital Readiness for Innovation and Value in E&P (Exploration & Production)
12	DRIVE (DSC-Room)	Drilling Real-time Intelligent Visualization Environment
13	NPT	Non-Productive Time
14	ROP	Rate of Penetration
15	MWD	Measurement While Drilling
16	LWD	Logging While Drilling
17	WITS/ WITSML	Wellsite Information Transfer Standard/ Wellsite Information Transfer Standard Markup Language
18	DSC	Decision Support Center
19	SAP	Systems Applications and Products
20	ROTC	Real Time Operations Center
21	MLU	Mud Logging Units
22	CSP	Cloud Service Provider
23	SPM	Strokes Per Minute
24	RPM	Revolutions Per Minute
25	SPP	Stand-Pipe Pressure
26	ROP	Rate of Penetration
27	WOB	Weight on Bit
28	WOH	Weight on Hook
29	DC- Exponent	Corrected d-exponent
30	BHA	Bottom Hole Assembly
31	HMI	Human Machine Interface
32	IADC	International Association of Drilling Contractors
33	VOIP	Voice Over Internet Protocol
34	SCR	Signal Condition Rack
35	DAS/DAQ	Data Acquisition System
36	UPS	Uninterruptible Power Source

TENDER NO. CDH6605P21

SN	Acronym	Expanded Form
37	OISD	Oil Industry Safety Directorate
38	OMR	Oil Mines Regulations
39	DGMS	Directorate General of Mines <i>Safety</i>
40	LAN	Local Area Network
41	WAN	Wide Area Network
42	DDDP	Depth Data Drilling Program
43	GTO	Geo Technical Order
44	ECD	Equivalent Circulation Density
45	LAS	Log ASCII Standard
46	ASCII	American Standard Code for Information Interchange
47	CSV	Comma Separated Value
48	QC	Quality Check
49	OSD	Operational State Detection
50	KPI	Key Performance Indicator
51	BOP	Blowout Preventer
52	ERP	Enterprise resource planning
53	EDM	Engineer's Data Model - Halliburton
54	NIA	New Industrial Area
55	QHSE	Quality, Health, Safety and Environment Management
56	DIC/IM/AM	Drilling-In-Charge/Installation Manager/Asset Manager
57	LEL	Lower Explosive Limit
58	IR	Infra Red
59	I/O	Input/ Output
60	LCD	Liquid-Crystal Display
61	RSS	Rotary Steerable System
62	TCP/IP	Transmission Control Protocol/Internet Protocol
63	OPC	OLE for Process Control
64	OLE	Object Linking and Embedding
65	IDU	Indoor Unit
66	BUC	Block Up Converter
67	LNB	Low Noise Block Converter
68	QPSK	Quadrature Phase Shift Keying
69	8PSK	Eight Phase Shift Keying
70	16-APSK	Amplitude and Phase-Shift Keying/ Asymmetric Phase-Shift Keying
71	TDMA	Time Division Multiple Access
72	FTDMA	Flexible Time Division Multiple Access
73	MFTDMA	Multi-Frequency, Time Division Multiple Access
74	BER	Bit Error Rate
75	DVB	Digital Video Broadcasting
76	UDP	User Datagram Protocol

TENDER NO. CDH6605P21

SN	Acronym	Expanded Form
77	RH	Relative Humidity
78	VSWR	Voltage Standing Wave Ratio
79	SMC	Sheet Molding Compound
80	HDD	Hard Disk Drive
81	MMF	Multimode Fiber
82	OEM	Original equipment manufacturer
83	OS	Operating System
84	VGA	Video Graphics Array
85	RHEL	Red Hat Enterprise Linux
86	GoI	Government of India
87	MEITY	Ministry of Electronics and Information Technology
88	SI	System Integrators
89	DMZ	Demilitarized Zone
90	RDBMS	Relational Database Management System
91	ECC	ERP Central Component – SAP version
92	PI	Process Integration
93	API	Application Programming Interface
94	SSO	Single Sign-on
95	ISO/IEC	International Organization for Standardization/ International Electrotechnical Commission
96	PII	Personally Identifiable Information
97	NOC	Network Operations Center
98	SOC	Security Operations Center
99	VAPT	Vulnerability Assessment and Penetration Testing
100	CERT-In	Computer Emergency Response Team - India
101	MTBF	Mean Time Between Failures
102	LDW	Large Display Walls
103	SAG	Situational Awareness Graphics
104	HW	Hardware
105	H&V	Horizontal & Vertical
106	HDMI	High-Definition Multimedia Interface
107	FPS	Frames Per Second
108	PiPs	Picture in Picture
109	DVI/DP	Digital Visual Interface/ Display Port
110	CE	Conformité Européenne
111	BIS	Bureau of Indian Standards
112	CB/ETL/UL	Certification Body/ Electrical Testing Labs/ Underwriters Laboratories
113	CEBEC	Comité Electrotechnique Belge/Belgisch Elektrotechnisch Comité
114	DWC	Display Wall Controller

TENDER NO. CDH6605P21

SN	Acronym	Expanded Form
115	MPEG	Moving Picture Experts Group
116	MJPEG	Motion JPEG
117	V2D	Vehicle-to-Device
118	VNC	Virtual Network Computing
119	IGMP	Internet Group Management Protocol
120	SSD	Solid State Drive
121	RDP	Remote Desktop Protocol
122	KVM	Kernel-based Virtual Machine
123	VAC	Volts Alternating Current
124	AV	Audio Visual
125	PDP	Power Distribution Panels
126	IEC	International Electrotechnical Commission
127	OT	Operational Technology
128	IEEE	Institute of Electrical and Electronics Engineers
129	PVC	Polyvinyl chloride
130	FRLS	Fire Retard Low Smoke
131	ISI	Indian Standards Institution
132	KEI	Krishna Electricals Industries
133	DB	Distribution Board
134	SB	Switch Board
135	LED	Light-emitting diode
136	PP	Polypropylene
137	LOA	Letter of Award
138	CEA	Central Electricity Authority
139	NEC	National Electrical Code
140	PPE	Personal Protective Equipment
141	ELCB	Electric Leakage Circuit Breaker
142	GPM	Gallons Per Minute
143	PSL	Product Service Line
144	CAL	Client Account Lead
145	O&G	Oil & Gas
146	SPE	Society of Petroleum Engineers
147	SME	Subject Matter Expert
148	IWCF	International Well Control Forum
149	SCC	Special Conditions of Contract
150	FLP	Flameproof
151	HSE	Health, Safety and Environment
152	SOP	Standard Operating Procedure
153	MVT	Mines Vocational Training
154	IME	Independent Medical Examination
155	GR	Gamma Ray

TENDER NO. CDH6605P21

SN	Acronym	Expanded Form
156	APWD	Annular Pressure While Drilling
157	PEF	Photoelectric Factor
158	STC	Slowness Time Coherence
159	SWD	Seismic While Drilling
160	FPWD	Formation Pressure While Drilling
161	MSE	Mechanical Specific Energy

Annexure 10: Confidentiality and Non-Disclosure Agreement

This confidentiality and non-disclosure agreement is executed on..... ' 20__
Between **M/s**.....

AND

OIL INDIA LIMITED (hereinafter referred to as OIL), a Government of India Enterprise having its registered office at Duliajan-786602, District Dibrugarh, Assam, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

WHEREAS, OIL and M/s _____ have entered into a contract for “Engagement of consultancy service for development and implementation of digital roadmap of Oil India Limited”. M/s _____ will have access to certain proprietary and confidential information in due course of time as and when required to be used during the course of time for execution of jobs to be carried out under the project, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein “Confidential Information” means all plans, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party's prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above indicated purpose of this agreement.

2. Each party agrees that:

- a) It will not use any of their Confidential Information for any purpose other than as necessary to perform its services;
- b) It will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof) and
- c) Based on the study result of this dataset, no technical paper or presentation will be published/ shared in any forum/ technical seminar without prior consent of OIL. Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes only.

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3. Each party agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement.

4. The foregoing obligations of each party shall not apply to:

- a. Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;
- b. Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
- c. Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;

Or

- d. Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.

6. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of 20__.

M/s.....

By: _____ Witness: _____
Title: _____ Title: _____
Date: _____ Date: _____

OIL INDIA LIMITED

By: _____ Witness: _____
Title: _____ Title: _____
Date: _____ Date: _____

Annexure-II

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

CHECKLIST FOR BEC

Bidders to mark (√) **Provided** or **Not Provided** along with the **Reference File No. and page No.** whichever is applicable.

Clause No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
I.	<p><u>BID EVALUATION CRITERIA (BEC):</u> 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 shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.</p>			
1.0	<p><u>TECHNICAL EVALUATION CRITERIA:</u></p> <p>1.1.1 Bidder must be incorporated in India and must have more than 20% local content for the offered services.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy-linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable as per the Notification(s) and any amendment thereof.</p> <p>If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and</p>			

	<p>supporting companies.</p> <p>A copy of Certificate of Incorporation must be provided along with the Bid.</p> <p>1.1.2 EXPERIENCE:</p> <p>i. The bidder should be an ‘Independent Developer cum Service Provider’ or ‘Independent Service Provider’ of ‘Real-Time Data Aggregation and Real-Time Data Analytics Services’ in Drilling Domain of Oil & Gas Industry, for real time monitoring of operation in Drilling Rigs and should have the experience of providing such services to E&P companies during the last 05 (Five) years to be reckoned from the original bid closing date of this tender.</p> <p>ii. The bidder in conjunction to the above, should have successfully executed and completed at least 01 (One) contract of minimum 02 (Two) year duration, with any E&P company, of providing ‘Real-Time Data Aggregation and Real-Time Data Analytics Services’ for simultaneous monitoring of real time operation in multiple drilling rigs [minimum 02 (Two) numbers], with men and materials, using any version of their offered software, in the last 07 (Seven) years to be reckoned from the original bid closing date of this tender.</p>			
	<p><u>Notes to BEC Clause 1.1.2 above:</u></p> <p>A. For proof of requisite work experience (Clause No. 1.1.2 I and ii mentioned above) the following documents/photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>I. <u>In case work experience is against OIL’s Contract:</u> Bidder must submit Job Completion Certificate issued by the company indicating the following:</p> <p>A. Work order no./Contract no.</p>			

	<p>B. Gross value of job done</p> <p>C. Period of Service</p> <p>D. Nature of Service</p> <p>E. Quantity of Rigs</p> <p>II. <u>In case work experience is not against OIL's Contract:</u> Bidder must submit the following:</p> <p>A. Contract document showing details of work and</p> <p>B. Job Completion Certificate showing:</p> <p>(i) Gross value of job done</p> <p>(ii) Nature of job done and Work order no./Contract no.</p> <p>(iii) Contract period and date of completion</p> <p>(iv) Quantity of Rigs or</p> <p>C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p>(i) Work order no./Contract no.</p> <p>(ii) Gross value of jobs done</p> <p>(v) Period of Service</p> <p>(iv) Nature of Service</p> <p>(v) Quantity of Rigs</p> <p>(vi) Any other document(s) which can substantiate the experience</p> <p>B. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.</p> <p>C. Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause No. 1.1.2 shall only be treated as acceptable experience.</p> <p>D. Following work experience shall also be taken into consideration:</p> <p>(i) If the prospective bidder has executed contract in which work experience is a component of the contract.</p>			
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	<p>(ii) In case the start date of the requisite work experience is beyond the prescribed 07 (Seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (Seven) years reckoned from the original bid closing date.</p> <p>(iii) If the prospective bidder is executing the requisite work experience which is still running and the requisite value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in Clause No. 1.1.2.</p> <p>Proof of requisite work experience (Clause No. D. (i) and (ii) above), to satisfy:</p> <ul style="list-style-type: none"> a) work experience required as per Clause No. 1.1.2 b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below: <p>I. <u>In case requisite experience is against OIL's Contract:</u> Bidder must submit the breakup of work experience and its value/quantity/period mentioning SES No. and copies of all relevant SES.</p> <p>II. <u>In case requisite experience is NOT against OIL's Contract:</u> Bidder must submit the breakup of work experience and its value/quantity/period executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).</p> <p>Proof of work experience against Clause No. D. (iii) above, to satisfy</p>			
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	<p>a) work experience required as per Clause No. 1.1.2</p> <p>b) minimum prescribed value/quantity/period</p> <p>c) prescribed period of 07 years, to be submitted as below:</p> <p><u>I. In case requisite experience is against OIL's Contract:</u> Bidder must submit the following:</p> <p>A. Breakup of work experience required as per Clause No. 1.1.2</p> <p>B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <ul style="list-style-type: none"> (i) Work order no./Contract no. (ii) Gross value of job done (iii) Period of Service (iv) Nature of Service (v) Quantity of Rigs <p><u>II. In case requisite experience is not against OIL's Contract:</u> Bidder must submit the following:</p> <p>A. Breakup of work experience required as per Clause No. 1.1.2</p> <p>B. Contract document showing details of work</p> <p>C. LOA/LOI/Work order showing:</p> <ul style="list-style-type: none"> (i) Gross value of awarded (ii) Nature of job awarded (iii) Contract no./Work order no. (iv) Contract period and date of completion (v) Quantity of Rigs <p>D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:</p> <ul style="list-style-type: none"> (i) Work order no./Contract no. 			
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	<p>(ii) Gross value of job done (iii) Period of Work Done (iv) Nature of Service (v) Quantity of Rigs</p> <p>E. Work (as required in Clause No. 1.1.2) executed by the bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>F. Bids shall be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause No. 1.1.2</p> <p>G. Eligibility Criteria in case Bid are submitted on the basis of Experience of the Parent/Subsidiary Company:</p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1.2 above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake <u>or</u> parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.</p> <p>In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as PROFORMA-XVIII</p>			
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	<p>between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as PROFORMA-XIX from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p>H. In case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</p> <p>Offers of those bidders who themselves do not meet the technical experience criteria stipulated under Clause No. 1.1.2 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:</p> <p>a. Provided that the sister subsidiary/co-subsidiary company and the bidding company are both either directly owned 100% subsidiaries of an ultimate parent/holding company or 100% owned through intermediate 100% subsidiaries of an ultimate parent/holding company. The Bidder must submit duly notarized valid document(s) establishing the legal relation amongst sister/co-subsidiary, bidder and the ultimate Parent Company to the full satisfaction of the Company with detail share holding pattern. The Company reserves the right to reject a bid if the documents are not found sufficient or satisfactory or proper to establish the required criteria of 100% subsidiary.</p> <p>b. Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in Clause above and not through any other arrangement like technical collaboration etc.</p> <p>c. Provided that with a view to ensure</p>			
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	<p>commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Annexure, between them, their ultimate parent/holding company, along with the technical bid.</p> <p>In both the situations mentioned above (G & H), following conditions are required to be fulfilled/documents to be submitted:</p> <p>(i) Undertaking by ultimate parent to provide a Performance Security (as per format enclosed as PROFORMA-XX), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based ultimate parent does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>(ii) Undertaking from the ultimate parent to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by ultimate parent shall be invoked by COMPANY due to non-performance of the contractor.</p> <p>Note: In case <u>supporting company</u> fails to submit performance bank guarantee as per (i) above, bid security submitted by the bidder shall be forfeited.</p>			
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	<p>(iii) In cases where subsidiary/parent/sister subsidiary/co-subsidiary companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security <u>equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company.</u> In such case bidding company shall furnish an undertaking that their subsidiary/parent/sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>I. Bidder should submit copies of the Real-Time reports (minimum 02 (Two) nos.) for confirmation of complete visualization and all drilling data analytics from any version of their offered software covering complete scope of work. In case all KPI's as detailed in Annexures are not used in one contract/engagement, bidder, has to submit the proof of execution of each /clubbed KPI's for a drilling rig, in last 07 (Seven) years to be reckoned from the original bid closing date of this tender.</p> <p>J. Bidder should offer the latest version of commercial proven software/s. Prototype system or sub-system (Software and analytics) of an experimental nature shall be rejected out rightly. Vendor shall submit commercial launch specification sheets and software release notes to prove compliance against this point.</p> <p>K. Instrumentation System should be from one of the following reputed makes or equivalent:</p> <ol style="list-style-type: none"> 1. Pason 2. NOV M/D Totco 3. Sensus 4. Geolog 			
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	<p>Only single manufacturer's instrumentation system is allowed. Mixing or Aggregation of sub-parts/makes for instrumentation system is not allowed.</p> <p>Sensors proposed as part of the system should be as per OMR 2017 requirements. Bidders shall submit test reports conforming to relevant standards as mentioned in OMR 2017.</p> <p>L. With regards to provision of software for Drilling Data Aggregation and Analytics the bidder may be:</p> <p>i. Independent Developer cum Service Provider of the 'Drilling Data Aggregation and Analytics software' proposed for implementation ('Independent Developer cum Service Provider' is defined as the company or subsidiary of a company that owns the proposed software's IPR, holds the software's licensing rights and controls the software development cycle and also provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using their own software).</p> <p>ii. Independent Service Provider ('Independent Service Provider' is defined as a company that provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using software licenses sold or leased to it by an 'Independent Developer' of the offered software proposed for implementation).</p> <p>M. If the bidder is an 'Independent Developer cum Service Provider', then he should submit an undertaking for their offered license(s) software(s) to the effect that, the offered solution has an option to customize the algorithms, logics and matrices as per the KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC</p>			
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	<p>requirements, as desired by COMPANY.</p> <p>To prove that the bidder is an 'Independent Developer' of the offered software, he shall furnish certificate from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of their company.</p> <p>If the bidder is a subsidiary of the 'Independent Developer', then he is required to submit the proof of it being a subsidiary of the Independent Developer along with their bid submission like Letter of Authorization as subsidiary from the Parent company.</p> <p>N. In case Bidder is only an Independent Service Provider, he should have required license/s for their offered software/s solutions valid throughout the contract period. Bidder should also submit undertaking from the owner of the offered license/s software/s to the effect that the offered solution has an option to customize the algorithms, logics and matrices as per KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements as desired by the COMPANY.</p> <p>To prove that the bidder is authorized to use the offered software, he shall furnish a back-up Letter of Authorization from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of the company from OEM or Developer stating that, the bidder is authorized to use the software during the duration of the contract and that the OEM or independent developer shall provide sufficient backup support during the currency of the contract.</p> <p>O. A job executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting BEC.</p>			
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	<p>P. Bidder must bid for the entire project of setting up the eRTMAC solution of turn-key nature which amongst others shall include necessary hardware, software, sensors, communication systems, display systems, audio/visual system, AMC, training, installation and commissioning, all internal fittings, furnishing (soft and hard) etc. The project shall also involve developing Data QC logic, customizing dashboards, integrating with third party software (new as well as existing). Incomplete bid in this regard shall be rejected.</p> <p>Q. The Bidder must provide details of make and models of all items and certification of authorization from OEM. Failure to provide details shall lead to rejection of bid.</p>			
2.0	<p><u>MOBILISATION COMMISSIONING & INTEGRATION SCHEDULE:</u></p> <p>Bidder must confirm unconditional acceptance to the mobilization schedule for rig-site packages, personnel, and set-up and commissioning for the Decision Support Center (DSC). Offers indicating mobilization, commissioning time more than the scheduled days from the date of issuance of notice will be rejected.</p> <p>(A) INITIAL MOBILIZATION & COMMISSIONING:</p> <p>(i) Mobilization and Commissioning of Decision Support Center (DSC) along with Manpower and all of the 04 (Four) Rig-Site Packages shall have to be completed within one hundred and 120 (One-Hundred Twenty) days from date of issue of LOA.</p> <p>(ii) COMPANY reserves the right to mobilize each of the rig-site packages in a phased manner and in that case separate mobilization notice(s) will be issued against</p>			

	<p>each of the remaining rig-site package other than the ones mobilized during initial mobilization. In such a case, mobilization and commissioning of the remaining Rig Site Package(s) shall have to be completed within 60 (Sixty) days from issue of subsequent mobilization notice(s) against the same.</p> <p>(B) INTERIM RE-MOBILIZATION & COMMISSIONING:</p> <p>All subsequent interim re-mobilization and commissioning of rig-site package(s) shall have to be completed within 07 (Seven) days from the date of issuance of interim re-mobilization notice(s).</p> <p>(C) SOFTWARE INTEGRATION</p> <p>Software integration as per Scope of work, shall have to be completed within 45 (Forty-Five) days from the date of issuance of first integration request notice after completion of initial mobilization & Commissioning of Decision Support Center. However, COMPANY reserves the right to issue request for integration in a phased manner and in that case separate request for integration notices will be issued for each type of integration work.</p>			
3.0	<p><u>FINANCIAL REJECTION CRITERIA:</u></p> <p>3.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs. 13,45,12,500.00 (Rupees Thirteen Crore Forty-Five Lakh Twelve Thousand Five Hundred only).</p> <p>3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p><u>Note:</u> The Net worth to be considered against Clause 3.2 above, should be read in</p>			

conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 3.0 above:

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

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

OR

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

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

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year shall be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year shall be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.

c. In case the bidder is a Central Govt.

	<p>Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e. Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Para 3.1 & 3.2.</p> <p>f. In case the bidder is a subsidiary or sister subsidiary or co-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:</p> <p>(i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.</p> <p>(ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as PROFORMA-XXII by the authorized officials.</p> <p>(iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</p> <p>(iv) Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.</p>			
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	<p>g. In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR.</p> <p><u>NOTES:</u> OIL reserves the right to ask for any Original or other relevant document to verify the certification.</p>			
4.0	<p><u>COMMERCIAL EVALUATION CRITERIA:</u></p> <p>4.1 Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” Tab and Priced Bid as per Proforma-B uploaded in the “Notes & Attachments” Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.</p> <p>4.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>4.3 Bids should be valid for a period of 120 (one-hundred twenty) days. Bids with shorter validity shall be rejected as being non-responsive.</p> <p>4.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (Proforma-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded</p>			

	<p>the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.</p> <p>4.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.</p> <p>4.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>4.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.</p> <p>4.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.</p> <p>4.9 Any Bid containing false statement shall be rejected.</p> <p>4.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid shall be summarily rejected.</p>			
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	<p>4.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.</p> <p>4.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:</p> <ul style="list-style-type: none"> i) Performance Security Clause ii) Taxes Clause iii) Insurance Clause iv) Force Majeure Clause v) Termination Clause vi) Arbitration Clause vii) Liability Clause viii) Withholding Clause ix) Liquidated damages Clause x) Firm price xi) Bid Security Declaration xii) Integrity Pact 			
5.0	<p><u>PRICE EVALUATION CRITERIA:</u></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria shall be considered for further evaluation as per the price evaluation criteria given below:</p> <p>5.1 Bids shall be evaluated on overall lowest cost to OIL for the services including GST (CGST & SGST/UTGST or IGST) i.e. L1 offer shall be determined considering the lowest quoted price in PART-III which shall be combination of PART-I and PART-II (as listed below). The comparison of the responsive bids shall be made subject to loading for any deviation for both PART-I and PART-II.</p> <p><u>PART-I: DECISION SUPPORT CENTER - eRTMAC FOR DRILLING OPERATIONS AT FHQ</u></p>			

The total estimated contract cost for “PART-I” for 04 (Four) years inclusive of all taxes & duties [including all applicable GST components] and except basic customs duty which shall be extra to oil's account is:

$$\text{Total PART-I} = a1+b1+c1+d1$$

Where,

a1 = Total cost of Decision Support Center for eRTMAC at FHQ for 04 Years (includes mobilization & commissioning, operating charges for four years and demobilization and decommissioning).

b1 = Total cost of integration of eRTMAC software with OIL ERP.

c1 = Total cost of Cloud Data Back-up for 04 Years (includes license and infrastructure costs) for 04 years.

d1 = Total cost for DSC-eRTMAC Personnel at FHQ for 04 Years.

PART-II: RIG-SITE PACKAGES – eRTMAC FOR DRILLING OPERATIONS

The total estimated contract cost for “PART-II” for 04 (Four) years and 04 (Four) rig site packages inclusive of all taxes & duties [including all applicable GST components] and except basic customs duty which shall be extra to oil's account.

$$\text{Total PART-II} = a2$$

$$\text{Total PART-II for 04 (Four) nos. rigs} = a2 \times 4$$

Where,

a2 = Total cost of one rig-site package (excluding GST) for 04 (Four) years (includes mobilization, operating charges for four

<p>years, standby charges, interim mobilization, interim demobilization and demobilization).</p> <p><u>PART-III: Grand Total Contract Cost for both Part-I and Part-II over 04 (Four) years inclusive of all taxes & duties and except Basic Customs Duty which shall be extra to OIL's account.</u></p> <p>= Total (PART-I) + Total (PART-II)</p> <p>5.2 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.</p> <p>5.3 The contract shall be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.</p> <p>5.4 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma-B.</p> <p>5.5 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>5.6 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price</p>			
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	<p>Bid Format as per 'Proforma-B'.</p> <p>5.7 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).</p> <p>5.8 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices shall be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same shall be considered for evaluation of bid as per evaluation methodology of tender document.</p> <p>5.9 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder.</p> <p>5.10 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.</p> <p>5.11 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to L-1 bidder.</p>			
6.0	<u>GENERAL:</u>			

	<p>6.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.</p> <p>6.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.</p> <p>6.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p>			
7.0	<p><u>PURCHASE PREFERENCE CLAUSE:</u></p> <p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p>7.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>7.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible</p>			

MSE amongst the MSEs qualifying for 15% purchase preference.

7.3 Documentation required to be submitted by MSEs:

i. Udyam Registration Number with Udyam Registration Certificate.

or

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

Note: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

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

iv. Provisions such as seeking support from another company by way of Technical Collaboration, submission of JV/consortium bid etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSE quoting on the strength of Technical Collaborators shall be eligible for the benefits reserved for MSEs (i.e. purchase preference). However, in case of submission

	<p>of JV/consortium bids by MSEs (i.e. purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. incorporated JV/consortium shall have to be MSE.</p>			
8.0	<p><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u> Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.</p> <p>Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.</p> <p>In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible</p>			

	<p>PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.</p>			
9.0	<p><u>THIRD PARTY INSPECTION:</u> Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is attached as Annexure-II.</p> <p>9.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.</p> <p>9.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07</p>			

(Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

9.3 The methodology of inspection/verification of documents is broadly as under but not limited to:

- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the

original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**

(c) Verification of documents (but not limited to) are normally categorised as under:

- **General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
- **Additional Documents : (If applicable against the tender)**
 - Joint Ventures Agreements – To cross-check with JV Partners
 - Consortium Agreements – To cross-check with Consortium Partners
 - Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern
- **Technical Criteria**
 - To check Experience Proof-Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- **Financial Criteria**
 - Check and verify Audited Balance Sheet/CA certificate
 - To check the Line of Credit, if incorporated in the tender.

	<p>Note: If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.</p>			
10.0	<p><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			

EXHIBIT-I

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTIONG**

(REF. CLAUSE NO. 8.6 OF THE FORWARDING LETTER)

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 8.1 OF THE
FORWARDING LETTER**

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

BID FORM

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

Sub: IFB No. CDH6605P21

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 work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format 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 as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2020/21.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB 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

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
GM- CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDH6605P21

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against **IFB No. CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support centre at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs deployed in Company's operational areas within north-east region of India'.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

TO
GM-CONTRACTS
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: OIL's IFB No. CDH6605P21

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against **IFB No. CDH6605P21 for 'Hiring of (e-RTMAC for drilling operations) enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. of rigs deployed in Company's operational areas within north-east region of India'** for any commercial/Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

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.

BID SECURITY DECLARATION

(to be submitted on Bidders's letter head)

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

TENDER NO. CDH6605P21

I/We, the undersigned, declare that:

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

**Name and Signature of
Authorized Signatory and Company Seal**

**[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

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

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute _____ (Brief Description of the Work) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

E-TENDER NO. CDH6605P21

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- (i) MT 760/MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

AGREEMENT FORM

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

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

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

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

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 3% of Annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

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- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your Tender No. CDH6605P21

To,
The GM-Contracts
Contracts Department,
OIL, Duliajan

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE
OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref : Note 'b.' under Clause 1.1 Financial Criteria of BEC/BRC of
Tender No. CDH6605P21**

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

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

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

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

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

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

**PROFORMA OF BANK GUARANTEE TOWARDS PURCHASE PREFERENCE-
LOCAL CONTENT**

Ref. No. _____ Bank Guarantee No. _____ dated _____

To
Oil India Limited

India Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a Contract No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees _____ for the faithful fulfilment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

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3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of ____20____ at _____

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WITNESS NO. 1

(Signature)

Full name and official address

(in legible letters)

Stamp with Bank

(Signature)

Full name, designation and address

(in legible letters)

WITNESS NO. 2

Attorney as power of Attorney no. _____

Date: _____

(Signature)

Full name and official address (in legible letters)

Stamp

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDH6605P21**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 90 (Ninety) days from original Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that you have submitted all	

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	documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

UNDERTAKING TOWARDS SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender/Contract No.

BG issuing bank details:-

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

Declaration:

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

Authorized Signature:

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No: _____

Encl: Original bank guarantee

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY
(to be submitted on official letter head)

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

Sir,

SUB: OIL's IFB No. CDH6605P21

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

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

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

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

Thanking you,

Authorised Person's Signature: _____

Name: _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the
audited financial statements of M/s
(Name of the Bidder) for the last 03 (Three) completed accounting years up to
..... **(as the case may be)** are correct.

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature:

Registration No.:

UDIN:

**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 NOTARIZED)**

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.

E-TENDER NO. CDH6605P21

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE**(Delete whichever not applicable)****(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE****AND NOTARIZED)****DEED OF GUARANTEE**

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

WHEREAS

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

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

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

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

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

E-TENDER NO. CDH6605P21

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

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

Witness:

1. Signature _____
Full Name _____
Address _____

M/s _____

Signature _____

Name _____

Designation _____

Common seal of the

Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE PARENT/SUPPORTING COMPANY**To****M/s OIL INDIA LIMITED (OIL) CONTRACTS DEPARTMENT DULIAJAN, ASSAM, INDIA, PIN-786602**

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

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

AND WHEREAS we have agreed to give the "ULTIMATE PARENT/SUPPORTING COMPANY", such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the "ULTIMATE PARENT/SUPPORTING COMPANY", up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor/ULTIMATE PARENT/SUPPORTING COMPANY before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract

E-TENDER NO. CDH6605P21

documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

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

B. Issuing Bank:

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

C. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____

Name of Bank _____
Address _____
Witness _____
Address _____

Date: _____
Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) "MT 760/MT 760 COV" for issuance of bank guarantee.
 - ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. _____ to HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

[On company's Letter Head]

To,

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

Dear Sir,

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

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

Signature

(Name & Designation of Authorized person)

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. 13,45,12,500.00** 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.

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(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.

SCHEDULE OF RATES Part-III [Part-I + Part-II]			
Tender No:		CDH6605P21	Name of the Bidder
TENDER DESCRIPTION:		Hiring of (eRTMAC for Drilling Operations) enhanced Real Time Monitoring & Analytics Center for drilling operations including Real Time Rig-Site Surface Data Collection, Real Time Rig-Site Data Aggregation, VSAT Communications, Real Time Data Analytics and Design & Setting up of a Decision Support Center at Company's field HQ, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. rigs deployed in Company's operational areas within north-east region of India.	
Sl. No	Description of Job/ Item	Amount INR (excl GST)	Amount INR (incl GST)
10	PART-I [Decision Support Center - eRTMAC for drilling operations at FHQ. Quantity: 01 (One) no.]	0.00	0.00
20	PART-II [Rigsite Packages -eRTMAC for drilling operations. Quantity: 04 (Four) nos.]	0.00	0.00
	TOTAL (PART-I + PART-II)	0.00	0.00
NOTES			
1	The bidders must quote their charges/rates in PROFORMA B PART-I & PROFORMA B PART-II. Bids shall be evaluated on overall lowest cost to OIL for the services including GST (CGST & SGST/UTGST or IGST) i.e. L1 offer shall be determined considering the lowest quoted price in PART-III which shall be combination of PART-I and PART-II (as listed below). The comparison of the responsive bids shall be made subject to loading for any deviation for both PART-I and PART-II.		
2	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 liveable 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.		
3	Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The price/rate(s) quoted by the Bidders will be inclusive of all taxes 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 services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.		
4	Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.		
5	Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST (CGST & SGST/UTGST or IGST).		
6	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices 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.		

7	Price Bid without giving any of the details of the taxes [GST] (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
8	0 (Zero) % Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.

SCHEDULE OF RATES PART-1 [Decision Support Center - eRTMAC for drilling operations at FHQ. Quantity: 01 (One) no.]								
TENDER NO:			CDH6605P21			Name of the Bidder		
TENDER DESCRIPTION:			Hiring of (eRTMAC for Drilling Operations) enhanced Real Time Monitoring & Analytics Center for drilling operations including Real Time Rig-Site Surface Data Collection, Real Time Rig-Site Data Aggregation, VSAT Communications, Real Time Data Analytics and Design & Setting up of a Decision Support Center at Company's field HQ, Duliajan, along with software and hardware, for a period of 04 (Four) years for 04 (Four) nos. rigs deployed in Company's operational areas within north-east region of India.					
Sl. No	Description of Job/ Item	Unit	Quantity	Rate INR (Per Unit)	Amount INR (Rate x Qty)	SAC/HSN Code	QUOTED GST RATE IN Percentage	TOTAL including GST rate in INR
							Select From Drop Down List	
			A	B	C= A x B		D	E= C + (%age of D on C)
							12.00%	
a1	DECISION SUPPORT CENTER (DSC) - eRTMAC AT FHQ							
1.1	Mobilization and Commissioning charges for 01(one) DSC (includes mobilization, setting up and SAT of Hardware, Software, peripherals, interior designing, internal fitting, furnishing, electrification, airconditioning, lighting etc as per SOW)	Lump-sum	1		0.00		Quote the GST Rate in the above field. In case of taxes as extra and donot want to specify the rates. Please mention GST as Extra in this field. In that event offer will be loaded with the maximum value towards taxes received against the tender for comparison purposes	0.00
1.2	Operating charges for Hardware and Software at FHQ for Data Management, Monitoring, Analytics and Reporting	Per day	1460		0.00			0.00
1.3	De-mobilization and De-commissioning charges for DSC (includes decomissioning and demobilization of all Hardware, peripherals, furniture, internal fitting, airconditioning, lighting etc.)	Lump-sum	1		0.00			0.00
	TOTAL(a1) (Excluding GST)				0.00	TOTAL(a1) (Including GST)		0.00
b1	INTEGRATION OF eRTMAC SOFTWARE WITH OIL ERP							
2.1	Integration with OIL - ERP	Lump-sum	1		0.00		Quote the GST Rate in the above field. In case of taxes as extra and donot want to specify the rates. Please mention GST as Extra in this field. In that event offer will be loaded with the maximum value towards taxes received against the tender for comparison purposes	0.00
	TOTAL(b1) (Excluding GST)				0.00	TOTAL(b1) (Including GST)		0.00
c1	CLOUD DATA BACK UP							
3.1	Cloud Backup Server License (Software)	Per day	1460		0.00		Quote the GST Rate in the above field. In case of taxes as extra and donot want to specify the rates. Please mention GST as Extra in this field. In that event offer will be loaded	0.00

3.2	Cloud Backup Server Infrastructure (Hardware)	Per day	1460		0.00		with the maximum value towards taxes received against the tender for comparison purposes	0.00
	TOTAL(c1) (Excluding GST)				0.00	TOTAL(c1) (Including GST)		0.00
d1	DSC - eRTMAC PERSONNEL AT FHQ							
4.1.1	Mobilization charges for Drilling Advisor at FHQ	Lump-sum	1		0.00		Quote the GST Rate in the above field. In case of taxes as extra and donot want to specify the rates. Please mention GST as Extra in this field. In that event offer will be loaded with the maximum value towards taxes received against the tender for comparison purposes	0.00
4.1.2	Mobilization charges for one Data Analyst at FHQ	Lump-sum/ Data Analyst	2		0.00			0.00
4.1.3	Mobilization charges for one Data QC Personnel at FHQ	Lump-sum/Data QC Personnel	2		0.00			0.00
4.1.4	Mobilization charges for Pool of Support Personnel for Maintenance of Rig-Site Packages	Lump-sum/ Support Personnel for Maintenance of Rig-Site Packages	2		0.00			0.00
4.2.1	Operating charges for Drilling Advisor at FHQ	Per man day	1460		0.00			0.00
4.2.2	Operating charges for one Data Analyst at FHQ	Per man day	1825		0.00			0.00
4.2.3	Operating charges for one Data QC Personnel at FHQ	Per man day	1825		0.00			0.00
4.2.4	Operating Day Rate (ODR) for Pool of Support Personnel for Maintenance of Rig-Site Packages	Lump-sum/ Rig-Site Support Personnel	2920		0.00			0.00
4.3.1	Demobilization charges for Drilling Advisor at FHQ	Lump-sum	1		0.00			0.00
4.3.2	Demobilization charges for one Data Analyst at FHQ	Lump-sum/analyst	2		0.00			0.00
4.3.3	Demobilization charges for one Data QC Personnel at FHQ	Lump-sum/QC Personnel	2		0.00			0.00
4.3.4	De-Mobilization charges for Pool of Support Personnel for Maintenance of Rig-Site Packages	Lump-sum/ Support Personnel for Maintenance of Rig-Site Packages	2		0.00			0.00
	TOTAL(d1) (Excluding GST)				0.00	TOTAL(d1) (Including GST)		0.00
	TOTAL(PART-I) (a1+b1+c1+d1) (Excluding GST)				0.00	TOTAL(PART-I) (a1+b1+c1+d1) (Including GST)		0.00

