



Report ID: GEM/GARPTS/26072022/VMQV7KBD4A99

Report Name: Hiring of Mud Engineering & Drill Waste Management Services

Generated By: Swarup Majumder , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 26/07/2022

Valid till: 25/08/2022

GeM Availability Report and Past Transaction Summary

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

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

1. Search String: Hiring of Mud Engineering & Drill Waste Management (ME&DWM) Services including supply of Drilling & Completion (Brine) fluid chemicals

Search type: Service

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

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

(FORWARDING LETTER)

NOTICE INVITING TENDERS
NATIONAL COMPETITIVE BIDDING

Sub: IFB No. CBI1011P23 for ‘Hiring of Mud Engineering & Drill Waste Management (ME&DWM) Services including supply of Drilling & Completion (Brine) fluid chemicals, Contingency/Insurance chemicals, DWM chemicals with consumables, Equipment, Personnel for a period of 2(two) years, with a provision for extension by maximum 01(one) year at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the Contract for Exploratory Drilling & Testing of 10 Nos. of Wells in OALP Blocks of Mahanadi Basin: MN-ONHP-2018/1, MN-ONHP-2018/2, MN-ONHP-2018/3, MN-ONHP-2018/4 and MN-ONHP-2018/5 falling under the districts of Khordha, Puri, Kendrapada, Jagatsinghpur, Bhadrakh, Jajpur and Dhenkanal in the state of Odisha.’

Dear Sirs,

- 1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Bhubaneswar is presently entrusted to coordinate activities related to exploration and production of oil and natural gas from the Mahanadi on land basins in India. The Project Office of OIL at Bhubaneswar is well connected by road, rail and air.
- 2.0** In connection with its operations in Odisha, OIL invites National Competitive Bids (NCB) from competent and experienced contractors through OIL’s e-procurement site for **Hiring of Mud Engineering & Drill Waste Management (ME&DWM) Services including supply of Drilling & Completion (Brine) fluid chemicals, Contingency/Insurance chemicals, DWM chemicals with consumables, Equipment, Personnel for a period of 2(two) years, with a provision for extension by maximum 01(one) year at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the Contract for Exploratory Drilling & Testing of 10 Nos. of Wells in OALP Blocks of Mahanadi Basin: MN-ONHP-2018/1, MN-ONHP-2018/2, MN-ONHP-2018/3, MN-ONHP-2018/4 and MN-ONHP-2018/5 falling under the districts of Khordha, Puri, Kendrapada, Jagatsinghpur, Bhadrakh, Jajpur and Dhenkanal in the state of Odisha.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. Interested and eligible contractors are invited to

submit their most competitive bids on or before the scheduled bid closing date and time through OIL's e-procurement portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	IFB No. /E-Tender No.	: CBI1011P23
b)	Type of Bidding	: Online Indigenous e-Tender: Single Stage-Two Bid System
c)	Tender Fee	: Not Applicable
d)	Bid Closing Date & Time	: As mentioned in the E-procurement portal.
e)	Technical Bid Opening Date & Time	: As mentioned in the E-procurement portal.
f)	Price Bid Opening Date & Time	: Will be intimated to the eligible/qualified Bidders nearer the time.
g)	Bid Submission Mode	: Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	: Office of Chief General Manager (BEP) I/C, OIL INDIA LIMITED Bay Exploration Project IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022
i)	Bid Validity	: 120 (One Hundred Twenty) days from Bid Closing date.
j)	Mobilization Time	: Within 90 days from the date of issue of Letter of Award (LOA) / Mobilization notice, whichever is later.
k)	Bid Security Amount	: Not applicable
l)	Bid Security Validity	: Not applicable
m)	Amount of Performance Security	: 3% of annualized total Contract value.
n)	Validity of Performance Security	: Up to 03 (Three) months from date of completion of Contract.
o)	Location of job	: Contract Areas in onshore part of Mahanadi Basin viz: Blocks MN-ONHP-2018/1, MN-ONHP-2018/2, MN-ONHP-2018/3, MN-ONHP-2018/4 & MN-ONHP-2018/5.
p)	Duration of the Contract	: 02 (Two) years from the date of commencement of Contract with a provision for extension for a further period of maximum 1(one) year or part thereof at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the Contract.

q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 30.0 of Part-III, Section-I (General Conditions of Contract).
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Bids to be addressed to	:	Office of Chief General Manager (BEP) I/C, OIL INDIA LIMITED Bay Exploration Project IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022

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

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

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to vendor's system.

4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL will not be responsible.

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

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

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

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

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

5.0 IMPORTANT NOTES:

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

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

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

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/Contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the Contract or after expiry of the Contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/Contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Proforma-L** should be submitted along with the technical bids.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

v) Bid should be submitted online in OIL's E-procurement site up to 01.00 PM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the CGM-BEP (I/C) in presence of the authorized representatives of the bidders.

vi) If the digital signature used for signing is not of "Class-3" with Organization's 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.

The screenshot displays the OIL e-procurement portal interface. At the top, there's a header with RFx details: RFx Response Number 60037504, RFx Number TESTARUP, Status In Process, Submission Deadline 15.04.2017 11:00:00 INDIA, and Opening Date 15.04.2017 00:00:00 INDIA. Below this is a navigation bar with tabs: RFx Information, Items, Notes and Attachments, Conditions, Summary, and Tracking. The 'Notes and Attachments' tab is selected. On the left, there's a 'Notes' section with a 'Clear' button and a list of categories: Conditions of Participation, Bid Invitation/Auction Text, Bidder's Remarks, and Purchaser's Remarks. On the right, there's a 'Description' section with a list of categories: -Empty-, -Empty-, -Empty-, and -Empty-. Below these is an 'Attachments' section with a 'cFolder Attachments' table. The table has columns: cFolder Name, Category, Description, File Name, Version, Processor, and Che. A message at the bottom of the table says 'The table does not contain any data'. Two callout boxes with red arrows point to specific areas: one points to the 'Notes and Attachments' tab and says 'Go to this Tab "Notes and Attachments" for Uploading "Priced Bid" files.', and the other points to the 'Technical Attachments' section and says 'Go to this Tab "Technical Attachments" for Uploading "Technical Bid" files.'

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

Notes:

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

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

viii) **Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Schedule – Part-III, Section-V”** 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.

The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFX Response**, and **Close**. Below these, the form displays: **RFX Response Number** 60038748, **RFX Number** 1396, **Status** In Process, **RFX Owner** BHARALI, and **Total Value** 0.00 INR. The main section has tabs for **RFX Information**, **Items**, and **Notes and Attachments**. Under **RFX Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachments**. The **Event Parameters** section includes:

- Currency:** Indian Rupee (highlighted with a red box and a callout: 'Bidder to select the currency of the Response')
- Detailed Price Information:** No Price (highlighted with a red box and a callout: '"Total Bid Value" is mandatory in "No Price"')
- Terms of Payment:** (with a document icon)
- Total Bid Value:** (highlighted with a red box and a callout: '"Total Bid Value" considering all the...')

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

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the “Price Bid Format: Part-III, Section-V” under “Notes & Attachments” tab page.

6.0 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:

6.1 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)].

6.2 "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.

6.3 "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

6.4 The beneficial owner for the purpose of para 6.3 above will be as under:

6.4.1 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;

6.4.2 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;

6.4.3 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;

6.4.4 Where no natural person is identified under (6.4.1) or (6.4.2) or (6.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

6.4.5 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.

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

6.6 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 **ANNEXURE-V** in this respect to be submitted by the bidder.

6.7 Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during Contract execution.

7.0 OIL now looks forward to active participation of service providers in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(SWARUP MAJUMDER)
Sr. Manager-C&P (BEP)
For **Chief General Manager (C&P)**

Date: 25.07.2022

PART-I

INSTRUCTIONS TO BIDDERS

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.

It is advisable that the bidder should carry out reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

1.0 ELIGIBILITY OF THE BIDDER:

1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC), PART-II of the Bid document.

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

2.0 BID DOCUMENTS:

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

- (a) A Forwarding Letter
- (b) Instructions to Bidders, (Part-I)
- (c) Bid Evaluation & Bid Rejection Criteria, (Part-II)
- (d) General Conditions of Contract, (Part-III, Section-I)
- (e) Terms of Reference/Technical Specification, (Part-III, Section-II)
- (f) Special Conditions of Contract, (Part-III, Section-III)
- (g) Schedule of Rates, (Part-III, Section-IV)
- (h) Price Bid Schedule, (Part-III, Section-V)
- (i) Estimated CIF value of items at the time of import, (Proforma-A)
- (j) Bid Form, (Proforma-B)
- (k) (i) Statement of Compliance, (Proforma-C)
(ii) Statement of Non-Compliance, (Proforma-D)
- (l) Bid Security Declaration, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Sample Contract Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorization for Attending Bid Opening, (Proforma-I)
- (q) Safety Measures, (Proforma-J)
- (r) Integrity Pact, (Proforma-K))
- (s) Undertaking of authenticity of information/documents submitted (Proforma-L)

- (t) Certificate of Compliance of Financial Criteria (Proforma-M)
- (u) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-N)
- (v) Undertaking by Third Party Inspection Agency (Proforma-O)
- (w) Financial Turnover & Net worth Certificate (Proforma-P)
- (x) Proforma of performance Bank Guarantee for supporting company (Proforma-Q)
- (y) Undertaking towards Purchase Preference (Proforma-R)
- (z) Other Annexures & Checklists.
 - i) Proforma for Bidder's Experience (Annexure-I).
 - ii) Proforma for Qualification & Experience of Personnel (Annexure-II).
 - iii) Proforma for Parent Company Agreement, Guarantee & Corporate Guarantee, (Annexure-III (a), Annexure-III(b) and Annexure-III (c).
 - iv) Proforma for Sister Subsidiary/Co-Subsidiary Company Agreement, (Annexure-IV).
 - v) Undertaking for works involving possibility of sub-contracting (Annexure-V).
 - vi) Checklist for BEC/BRC (Checklist-I).
 - vii) Commercial Checklist (Checklist-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 by the bidder in whose name the Bid Document has been issued/registered.

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the

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

5. PREPARATION OF BIDS

5.1 LANGUAGE OF BIDS:

5.1.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

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

5.2 BIDDER’S/AGENT’S NAME & ADDRESS:

5.2.1 Bidders shall indicate in their bids their detailed postal address including the Active Fax No/Updated Active Telephone number / Active Cell Phone Nos. and E-mail address. Similar information shall also be provided in respect of their authorized Agents in India, if any.

6.0 DOCUMENTS COMPRISING THE BID:

6.1 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)

i	Complete technical details of the services and equipment specifications with catalogue, etc.
ii	Documentary evidence established in accordance with clause 10.0
iii	Statement of compliance with respect to BRC as per Proforma-C
iv	Statement of Non-compliance (except BRC) as per Proforma-D showing the list of deviations taken by the bidder except for the conditions under BRC
v	Bid Security Declaration as per Proforma-E
vi	Proforma-A: List of items to be imported without the CIF values
vii	Copy of Priced bid without indicating prices (Part-III, Section-V)
viii	Copy of Bid Form without indicating Prices (Proforma-B)
ix	Integrity Pact digitally signed by OIL’s competent personnel as Proforma-K attached to the bid document to be digitally signed by the Bidder.
x	All other relevant Undertakings and Proformas as applicable as part of Bid

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

B) PRICED BID (to be uploaded in “Notes and attachment” tab)

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

i.	Price Schedule Format [Part-III, Section-V].
ii.	Bid Form as per Proforma-B.
iii.	Proforma-A showing the items to be imported with the CIF values. The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

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

8.0 BID PRICE:

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

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

8.3 All duties (except basic customs duty on imported items for whose exemption necessary recommendations letter to DGH shall be issued by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Entry Tax (if applicable) 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. For example, personal taxes and/or any corporate taxes arising out of the profits on the Contract as per rules of the country shall be borne by the bidder.

9.0 CURRENCIES OF BID AND PAYMENT: Bidders shall submit their bid only in Indian Rupees and they will be paid in Indian Rupees only.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

11.0 BID SECURITY: Not Applicable, however bidders shall submit along with their bid a signed “Bid Security Declaration”.

12.0 DELETED

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as

being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

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

14.0 SIGNING & SUBMISSION OF BIDS:

14.1 SIGNING OF BIDS:

14.1.1 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 in original shall be submitted by bidder as mentioned in Para 14.2 below.

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

14.1.2 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-H**) shall be indicated by written Power of Attorney accompanying the Bid.

14.1.3 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 initiated by the person or persons who has/have digitally signed the Bid.

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

14.2 SUBMISSION OF BIDS:

14.2.1 The tender is processed under single stage - Two bid system. Bidder shall submit the technical bid and Priced bid along with all the Annexures, Proforma and undertakings etc. (wherever applicable) and copies of documents in electronic form through OIL's e-

procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Part-III, Section-V should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should be submitted in physical form in sealed envelope super scribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to Chief General Manager- (BEP) I/C, Oil India Limited, IDCO Tower (3rd Floor), Janpath, Bhubaneswar, Odisha – 751022 on or before 12.45 Hrs. (IST) on the bid closing date indicated in the IFB:

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

14.2.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-C of the bid document and the same should be uploaded along with the Technical Bid.

14.2.3 Timely delivery of the documents in physical form as stated in Para 14.2.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

15.0 DEADLINE FOR SUBMISSION OF BIDS:

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

15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

15.3 The documents in physical form as stated in Para 14.2.1 must be received by Company at the address specified in the “Forwarding Letter” on or before 12.45 Hrs. (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 LATE BIDS:

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

17.0 MODIFICATION AND WITHDRAWAL OF BIDS

17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or a person who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment of bidder from participation in future tenders of OIL.

18.0 EXTENSION OF BID SUBMISSION DATE

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

19.0 BID OPENING AND EVALUATION

19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as **per Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.

19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.

19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e., document is deficient or missing), or due to some statement at other place of the Bid (i.e., reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

20.0 OPENING OF PRICED BIDS:

20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In

case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

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

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

21.0 DELETED.

22.0 EVALUATION AND COMPARISON OF BIDS

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

22.1 DISCOUNTS / REBATES

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

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

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.

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

24.0 AWARD OF CONTRACT

24.1 AWARD CRITERIA

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

25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID

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

26.0 NOTIFICATION OF AWARD

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

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

27.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in GCC **clause no. 10.0**.

28.0 SIGNING OF CONTRACT

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

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

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

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

29.0 CREDIT FACILITY

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

30.0 MOBILISATION AND ADVANCE PAYMENT

30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against 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.

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

30.3 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.

31.0 INTEGRITY PACT:

31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Proforma-K** 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 have been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

31.1.1 In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

31.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a) Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries & Public Enterprises,
E-mail: sutanu2911@gmail.com
- b) Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture;
E-Mail: rudhra.gangadharan@gmail.com
- c) Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh,
E-mail: Ops2020@rediffmail.com

31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the Contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

32.0 LOCAL CONDITIONS:

32.1 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.

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

33.0 SPECIFICATIONS:

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

34.0 SITE VISIT:

34.1 The Bidders, at their own cost, responsibility and risk are encouraged to visit and examine the site of work and its surroundings to understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to submitting their Bid to have:

- i) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- ii) Satisfied itself as to the nature of the work and materials necessary for the execution of the works;
- iii) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the site;
- iv) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- v) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- vi) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid

Document;

- vii) Ascertained the general labor position at the Site and have understood the cost associated with engagement of the labor.

~~~ **(END OF PART-I)** ~~~

## **PART –II**

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

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

The bid shall conform generally to the specifications, terms, and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents.

#### **1.1 GENERAL CONFORMITY:**

Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

#### **1.2 ELIGIBILITY CRITERIA:**

Only the Companies/Firms incorporated in India and which maintain more than 20% local content for the offered services are eligible to participate.

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 and any amendment thereof shall be applicable. If such local content is not maintained during execution of Contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

**Note:** A copy of Certificate of Incorporation must be provided along with the Bid. Also, bidder must mention the percentage of local content in their technical bid along with requisite certificates (self-declaration & certificate of statutory auditors, CA etc.) as per provision of PPLC notified by MoPNG as mentioned above.

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

Bidder should meet the following minimum criteria:

##### **1.0 EXPERIENCE OF BIDDER:**

**1.1** The Bidder should have minimum seven (07) years of experience in business of providing Mud Engineering services as on original Bid Closing date.

**1.2** Experience of executing at least one contract for Mud Engineering & Drill waste management services including manpower, equipment and supply of mud chemicals to E&P Company or its service providers for drilling wells with Poly Amine-Glycol/Polyol- Polymer mud in Potassium salt base system in last seven (7) years to be reckoned from the tender publication date.

**1.3** Bidder should have provided Mud Engineering Services for minimum five (5) numbers of drilling wells in a single contract having well depth of 2000m depth or above drilled with Poly Amine-Glycol/Polyol- Polymer mud in Potassium salt base mud system in the past seven

(7) years preceding from the tender publication date. Bidders are requested to provide documentary evidence in support of the above. Submit the data as per **Annexure-I** along with supporting documents.

**1.4** Vendor/Contractor/ Service Provider shall provide Two (02) on-site mud engineers on 12-Hour shift basis per day for 28 days ON/OFF duty pattern. The Mud Engineer should have minimum educational qualification of Bachelor degree in Chemical/Petroleum/Mechanical Engineering or Bachelor degree in Science under PCM Discipline or MSc in chemistry or equivalent. The Mud Engineer should have minimum Five (05) years relevant experience in mud engineering field, out of which at least three years working experience in Poly Amine-Glycol/Polyol-Polymer water base mud in Potassium salt base mud system independently in drilling wells having 2000m depth or above. Bidders are requested to submit the documentary evidence in support of the above. Submit the data as per **Annexure-II** along with supporting documents.

**1.5** Offers indicating mobilization time more than **Ninety (90)** days from the date of issue of Mobilization Notice by Company will be summarily rejected. Bidders are advised to indicate the best mobilization schedule in their bid.

**B. BIDS FROM 100% SUBSIDIARY:**

Bids of those bidders who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria. In such case, as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed as **Annexure-III(a)**) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed as **Annexure-III(b)**) from the parent company to OIL for fulfilling the obligation under the contract, along with the technical bid.

**1.1 Eligibility criteria 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 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-subsubsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent /holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate parent /holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.

**(b)** Provided that the sister subsidiary/co-subsubsidiary company on its own meets the technical experience criteria laid down in 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 IV, between them, their ultimate parent/holding company, along with the technical bid.

**1.2** In both the situations mentioned in 1.1(a) and 1.1(b) above, following conditions are required to be fulfilled/documents to be submitted:

(a) Undertaking by ultimate parent to provide a Performance Security (as per format enclosed as **Proforma-Q**), 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.

(b) 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 OIL due to non-performance of the contractor.

### **C. BIDS FROM CONSORTIUM:**

In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain more than 20% local content as mentioned in Eligibility Criteria clause 1.2 above), the following requirements must be satisfied by the Bidder:

**1.1** The leader or the consortium members shall satisfy the minimum experience requirement as per clause A.1.0 above.

**1.2** The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the "Scope of Work" of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any.

**1.3** Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

**1.4** The Performance Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members.

**1.5** The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/ undefined activities, if any, amongst all the Consortium members.

**1.6** Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.

**1.7** Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

OIL may also consider direct payment to individual consortium member(s) within the same vertical, provided the consortium, so formed is complied with the terms of the Circular No. 07/2016 dated 07th March 2016 issued by the Central Board of Direct Taxes (CBDT). Besides, for direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as in MoU along with member-wise details of price break-up.

However, no separate contract will be issued to member(s). All payments will be only in INR. Each such invoice raised by member(s) should be authorized by the leader of the consortium.

**1.8** In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.

**1.9** Documents/details pertaining to qualification of the bidder must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.

**1.10 CONSTITUTION OF CONSORTIUM:** If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. The members of the consortium should not be more than three.

**1.11 SIGNING OF CONTRACT:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.

**1.12** Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

**1.13** Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and

authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.

**1.14** The MOU/Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized.

#### **D. FINANCIAL EVALUATION CRITERIA**

**1.1** Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 9.94 Crores**.

**1.2** "Net Worth" of the Vendor/Contractor/ Service Provider/bidder should be positive for the preceding financial/ accounting year.

**1.3** Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.

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

#### **Notes:**

**(a)** For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the Techno-commercial bid: -

**(i)** A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma-P**.

**OR**

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

**(b)** 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.

**1.4** In case the Bidder is subsidiary company (should be a 100% subsidiary of the parent / ultimate parent /holding company) who does not meet financial criteria by itself and submits his bid based on the financial strength of its Sister Subsidiary / Co-Subsidiary company (which is also 100% subsidiaries of the ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate parent/holding company) OR parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid.

**i)** Turnover of the Sister Subsidiary/Co-Subsidiary company within the parent/ultimate parent/holding company OR parent / ultimate parent / holding company (as applicable) should be in line with Para 1.1 under Financial Criteria above.

**ii)** Documents proving that Net worth of the Sister Subsidiary/Co-Subsidiary company within the parent/ultimate parent/holding company OR parent/ultimate parent/holding company (as applicable) is positive for the accounting year preceding the original bid closing date.

**iii)** Corporate Guarantee **as per Annexure-III(c)** on Sister Subsidiary/Co-Subsidiary company within the parent/ultimate parent/holding company OR parent / ultimate parent / holding company's letter head (as applicable) signed by an authorized official undertaking that they would financially support their Sister Subsidiary/Co-Subsidiary company OR 100% subsidiary company for executing the project/job in case the same is awarded to them.

**iv)** Documents proving that the bidder, Sister Subsidiary/Co-Subsidiary company are 100% subsidiary company of the parent / ultimate parent / holding company.

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

## **E. OTHER REQUIREMENTS**

**1.1** The Bidder must submit the MSDS and comply with detailed specifications of all Chemicals to be provided by them for job execution at site along with their Techno-commercial Bid, without which the bid will not be considered for evaluation.

**1.2** In case the Bidder/Contractor/ Service Provider are a Consortium of Companies, the Leader of the Consortium or the Consortium members should satisfy the minimum requirements as per clause No. (A) (1.1), (A) (1.2), (A) (1.3), (A) (1.4) & (A)(1.5) above.

(a) However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in Clause No. (D) (1.1) & (D) (1.2) above and the other members of the Consortium should meet minimum **INR 4.97 Crores** turnover individually.



(b) Consortium's bid shall be submitted with a Memorandum of Understanding (MOU) between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for brief 'Scope of Work' by the Leader of the Consortium shall be submitted with the bid.

**1.3** In case the Bidder/Contractor/ Service Provider is an Indian Company/India joint venture Company, the lead bidder should meet the criteria laid down in para-Clause No. (A) (1.1), (A) (1.2), (A) (1.3), (A) (1.4) & (A) (1.5) and (D) (1.1) & (D) (1.2). Indian Company/Indian Joint Venture Company who does not meet the minimum pre-qualifying criteria as per clause No (A) (1.1), (A) (1.2), (A) (1.3), (A) (1.4) & (A) (1.5) may also submit the bid on the strength of Technical Collaborator/Joint Venture Partner. However, the Primary Vendor/Contractor/ Service Provider shall have to meet the financial criteria mentioned in Clause Nos. (D) (1.1) & (D) (1.2) above.

(a) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as in clause No. (A) (1.1), (A) (1.2), (A) (1.3), (A) (1.4) & (A) (1.5) above, the experience of the Technical Collaborator /Joint Venture with other firm(s) will not be qualified.

(b) Indian Vendor/Contractor/Service Provider quoting based on technical collaboration/ joint venture, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/ joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding.

**1.4** Any party who is extending technical support by way of entering into technical collaboration with another party shall not be allowed to submit an independent bid and such bids shall be rejected straightway. Further, all bids from parties with technical support from same principal will also be rejected.

**1.5** Bids from Vendor/Contractor/Service Provider, who themselves do not meet the experience criteria as stipulated in the para-Clause No. (A) (1.1), (A) (1.2), (A) (1.3), (A) (1.4) & (A) (1.5) and (D) (1.1) & (D) (1.2) above can also be considered, provided the Bidder/ Contractor/ Service Provider is a 100% subsidiary company of the parent company which meets aforesaid experience criteria. In such cases, as the subsidiary company is dependent on the experience of parent company, the participating Bidder/Contractor/Service Provider should submit an agreement/Corporate Guarantee as per **ANNEXURE-III(b)**. However, the parent/subsidiary company of the Bidder/Contractor/Service Provider should on its own meet the experience criteria as stipulated in the Qualifying Criteria 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.

**1.6** The Bid must cover the entire services including supply of materials mentioned in the scope of work. Bid, which does not include all the jobs/services mentioned in the tender document/price schedule format will be considered as incomplete and rejected.

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

- a)** The bidder is supported by a supporting company which holds more than fifty percent of the paid-up equity share capital of the bidder either directly or through intermediate subsidiaries.
- b)** The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.
- c)** In such cases, all applicable financial parameters viz. Turnover, Net-worth etc. of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.
- d)** Supporting company shall furnish additional PBG equivalent to 50% of the amount of the PBG submitted by the bidder as per the format **(Proforma-Q)**.

**1.7.1** Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:

- a)** Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.
- b)** A Corporate Guarantee from the Supporting Company under its letter head signed by an authorized official undertaking that they would financially support the bidder for executing the job in case the same is awarded to them.
- c)** A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company.
- d)** Authorization letter from one of the Directors of Supporting Company authorizing the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.
- e)** Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% amount of BG submitted by bidder as per format **(Proforma-Q)**
- f)** Undertaking from Supporting Company that in addition to invoking the PBG submitted by the contractor, the PBG provided by Supporting Company shall be invoked by OIL due to non-performance of the contractor.

**F) DOCUMENTS:**

Bidders must furnish documentary evidences, along with their Techno- Commercial Bids, in the same order as set out herein below from (a) to (f) in support of fulfilling the aforesaid requirements.

- a) MOU/Agreement** concluded with consortium partners or collaborators/joint venture partners or parent company, as the case may be.

**b) Experience of Bidder:** Details of experience and past performance of the bidder and of their consortium/ joint venture/collaboration partner(s), if any, on works/jobs done of similar nature in support of experience criteria laid down in Clause (A)(1.1), (A)(1.2), (A)(1.3), (A)(1.4) & (A)(1.5) above are to be submitted along with the Techno-commercial Bid in the form of a tabular statement highlighting the Contract/Work-order No., Name of the Client, Area of operation and duration of contract etc. along with documentary evidence.

**c) Financial Turnover of Bidder:** Audited Annual Reports/Balance Sheets/Profit and Loss Accounts etc. for the past three (3) accounting years as on the techno-commercial bid closing date.

**d)** Contractor's general structure and organization, including the branch/sub- division dedicated to such activities.

**e)** Details of bidder's Health, Safety and Environmental Policy & Program together with HSE Management System/Quality Assurance System etc.

**f) Resume/Bio-data of key personnel** to be involved in the services with relevant experience. Copies of certificates in regard to their professional and Academic qualifications should also be furnished. All key personnel must be proficient in English language.

**Note:**

**i)** Bid without the above listed documents or information shall be rejected.

**ii)** All aforesaid documents submitted along with the un-priced Techno- commercial bid. OIL also reserves the right to verify the original documents.

**iii)** Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.

**iv)** A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC/BRC.

**G) COMMERCIAL EVALUATION CRITERIA:**

**1.1** 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 RFx Response" Tab and Priced Bid as per **Part-III, Section-V** 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.

**1.2** 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.

**1.3** Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.

**1.4** Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (Proforma-E) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or to submit a performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.

**1.5** 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 will be rejected.

**1.6** Bids submitted after the Bid Closing Date and Time will be rejected.

**1.7** Bidders shall bear, within the quoted rates, the corporate tax as applicable on the income from the contract and the personal tax as applicable in respect of their personnel & Sub-Contractor’s personnel, arising out of execution of the contract.

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

**1.9** Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

**1.10** Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

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

**1.12** Any Bid containing false statement will be rejected.

**1.13** Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India.

**1.14** Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Schedule” i.e., **Part-III, Section-V (Table-A, Table-B, Table-C & Table-D)** otherwise the Bid will be summarily rejected.

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

i) Bid Security Clause.

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

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

#### **H) GENERAL EVALUATION CRITERIA:**

**1.1 PROFORMA-C & E:** The Compliance Statements should be digitally signed and uploaded along with the un-priced techno-commercial bid. In case bidder takes exception to any clause of the tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviations when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.

**1.2** To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received in “ONE GO” on or before the deadline given by the Company, failing which the offer will be summarily rejected.

**1.3** If any of the clauses in the BRC contradict with other clauses of tender document elsewhere, then the clauses in the BRC shall prevail.

#### **1.4 CUSTOMS DUTY:**

In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, further amended vide Notification No. 02/2022-Customs dated 1.2.2022 and Notification No. 40/2022-Customs dated 13.07.2022, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (Basic Customs Duty Nil & IGST @ 12%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable. Similarly, the domestic supply of such goods would attract 12% GST (i.e., IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017 and Amendment thereon.

#### **D) PRICE EVALUATION CRITERIA:**

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

**1.0** The Commercial Bids shall be evaluated and compared based on the rates quoted in the PRICE BID SCHEDULE as per enclosed **Part-III, Section-V** (total combined value of **Table-A, Table-B, Table-C & Table-D**) for completion of ten (10) exploratory wells only. It is, however, to be clearly understood that the assumptions made in respect of quantity/parameters/ No. of days etc. in the PRICE BID SCHEDULE (**Part-III, Section-V**) are purely tentative and valid for bid evaluation purpose only. The Contractor will be paid on the basis of actual utilization/jobs executed during the currency of the contract. The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under **Section-IV** and the summarized price schedule format under **Part-III, Section-V**.

**2.0** Bid in which the rate for any part of the work/material is not quoted shall be rejected, being incomplete. Therefore, the Bidder must mention "NIL RATE" against all such items of their bid where no charge is involved/ envisaged by the bidder.

**3.0 Price Bid will be evaluated as per Part-III, Section-V** (total combined value of **Table-A, Table-B, Table-C & Table-D**). In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.

**3.1** To ascertain the inter-se-ranking, 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). 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. 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.

#### **4.0 PURCHASE PREFERENCE TO MICRO AND SMALL BIDDERS:**

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 and Amendments vide Gazette Notification no. CG-DL-E-160-62021-227649 dated 16.06.2021, No. CG-DL-E-19012022-232763 dtd. 19.01.2022 and CG-DL-E-06052022-235600 dated 6.05.2022 issued by Ministry of Micro, Small and Medium Enterprises.

**4.1** 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 an MSE.

**4.2** 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.

**4.3 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:** The Bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:

a) Udyam Registration Number with Udyam Registration Certificate.

Or

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

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

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

**5.0 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-FPPNG dated 17th November, 2020 (enclosed with Proforma-R) of MoPNG shall be applicable in this tender.

Bidders to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

**5.1** Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP20013/2/2017-FP-PNG dated 17th November 2020 or subsequent amendments, if any.

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

**5.3** Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

**5.4** In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

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

**Note:**

a) Bidder to categorically confirm under which policy they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration in Proforma-R. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

b) With reference to para 5.1.4 of the Policy dated 17.11.2020, this is to confirm that the services under this tender/contract will not be split.

**6.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES:**

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

| Sl. No. | Name of Independent Inspection Agency                                | Contact E-mail ID                                                                                                              |
|---------|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| i.      | M/s. RINA India Pvt. Ltd.                                            | a. <a href="mailto:ssd@rina.org">ssd@rina.org</a><br>b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a> |
| ii.     | M/s. Dr. Amin Controllers Pvt. Ltd.                                  | a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a><br>b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a> |
| iii.    | M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas) | a. <a href="mailto:mangesh.gaonkar@dnvgl.com">mangesh.gaonkar@dnvgl.com</a>                                                    |



|       |                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| iv.   | M/s. TÜV SÜD South Asia Pvt. Ltd.                      | a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a><br>b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a><br>c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a><br>d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| v.    | M/s. IRCLASS Systems and Solutions Private Limited     | a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a><br>b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a><br>c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a><br>d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a><br>e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| vi.   | M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd. | a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a><br>b. <a href="mailto:bbhavsar@gulflloyds.com">bbhavsar@gulflloyds.com</a><br>c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a><br>d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| vii.  | M/s. TUV India Private Limited                         | a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a><br>b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| viii. | M/s. TÜV Rheinland (India) Pvt. Ltd.                   | a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a><br>b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a><br>c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a><br>d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ix.   | M/s. Bureau Veritas (India) Private Limited            | a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a><br>b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a><br>c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a><br>d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a><br>e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a><br>f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a><br>g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a><br>h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a><br>i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a><br>j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a><br>k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a> |

**6.2** The Bidders have to get verified and certified the various documents required against BEC 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.

**6.3** As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC 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.

**6.4** 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 empaneled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

**b)** The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empaneled third-party agency shall not automatically make the bidder eligible for award of contract.**

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

**i) General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

**ii) Additional Documents: (If applicable against the tender)**

- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern

**iii) Technical Criteria**

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

**iv) Financial Criteria**

- Check and verify Audited Balance Sheet/CA certificate.
- To check the Line of Credit, if incorporated in the tender.

**Notes:**

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

**7.0 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.

**J) HIRING OF ADDITIONAL MUD ENGINEERING& DRILL WASTE MANAGEMENT (ME&DWM) SERVICES FOR ADDITIONAL RIG, IF DEPLOYED:**

This tender will be evaluated considering one Rig operation only. However, in view of time constraint to complete the Minimum Work Program (MWP) as committed to the Govt. of India against the aforesaid OALP Block, Company may require to deploy another Drilling Rig to carry out simultaneous drilling operations in Mahanadi Basin in Odisha, India. Therefore, Company (OIL INDIA LTD.) may ask the Contractor at any time during the currency of the contract, to mobilize additional units/resources including Chemicals, Lab facilities, DWM service and Mud engineers to take up the Mud Engineering Services as per OIL's requirement under the same contract, terms and conditions stipulated in this tender/ contract with the same rates for the 2nd unit. Bidders are requested to confirm categorically in their Techno-commercial Bids regarding their willingness and capability to comply this requirement.

**K. CHECKLIST FOR BEC/BRC:** This is enclosed as **Checklist-I** (BEC/BRC).

~~~ (END OF PART-II) ~~~

PART-III

SECTION-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability:

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

1.2 Definition & Interpretation:

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

1.2.1 Company / OIL / Operator:

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

1.2.2 Contractor:

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

1.2.3 Contract:

Shall mean a written agreement between the Company and the Contractor for execution of the services / works including all Contract documents and subsequent amendments, if any.

1.2.4 Site:

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

1.2.5 Company's Site Representative / Engineer:

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

1.2.6 Sub-contract:

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

1.2.7 Sub-contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value:

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials /Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which Contractor is required to provide to the Company for / under the Contract and amendments thereto.

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 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.

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

- a) The Central Goods & Services Tax Act,2017;
- b) The Integrated Goods & Services Act,2017;
- c) The Union Territory Goods & Services Tax Act,2017;
- d) The respective State Goods & Service Tax Acts’
- e) The Goods and Services (Compensation to States) Act,2017
- f) The Customs Act and the Customs Tariff Act.
- g) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

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

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

2.3 Amendment in Contract: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the Contractor’s Bid, forms of acknowledgement of Contract, invoice and other

documents which purport to impose any condition at variance with or supplement to Contract.

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

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

4.2 Mobilization Time: The mobilization of equipment, personnel and other resources including mud & completion chemicals as required for execution of this contract should be completed by the Contractor within **Ninety (90)** days from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor establishes the supply base/storage godown nearer to well site with requisite quantity of mud chemicals to maintain sustainable supply to well site for managing at least one well drilling operations and all their equipment and manpower are placed at the designated location in readiness to commence assigned jobs as envisaged under the Contract, after the equipment are fully tested, calibrated & put into operation and necessary experimental work is conducted as specified in the scope of work.

4.3 Commencement Date: The date on which the first well is spudded after completion of mobilization shall be treated as the date of commencement of Contract.

4.4 Duration of Contract: The Contract shall be initially valid for a period of two (2) years from the date of spudding of 1st well. However, Company reserves the option to extend the contractual duration by one more year or part thereof at the same terms & conditions and mutually agreed rates but limited to rates of the contract. Notwithstanding the date of contractual expiry as above, if drilling operation is in progress in a particular well and validity of contract expires, it will be obligatory on the part of the Contractor to provide the Services as usual till completion/abandonment of that well, unless specifically directed otherwise by the Company in writing.

5.0 SCOPE OF WORK / CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

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

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

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

6.5 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

7.1 Pay Contractor in accordance with terms and conditions of the Contract.

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

7.3 Perform all other obligations required of Company by the terms of this Contract.

8.0 DUTIES AND POWER/ AUTHORITY:

8.1 OIL's site representative / engineer:

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

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

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

9.1 The Contractor should ensure that their personnel observe all statutory safety 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 5(five) 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 field site, enroute /local boarding, lodging, personal protective gear & medical attention etc. Company shall have no responsibility or liability in this regard.

9.3 However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.

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

10.0 PERFORMANCE SECURITY:

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

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 which 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-Scheduled 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.

10.3The 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.

10.4The 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.

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

10.6The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of **03 (three) months** beyond the Contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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

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

10.9Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Bidding 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 **03 (three) 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:

11.1The 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 Bid Security or the Performance Security if submitted by the successful Bidder. Such Contractor shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

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

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

12.3 Taxes:

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

12.3.2 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the Contract will be on Contractor's account.

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

12.3.4 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the Contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.5 Prior to start of operations under the Contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other

information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

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

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

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

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

i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor).

ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).

iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

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

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

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

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

12.4 Goods and Services Tax:

12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and

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

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

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

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

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

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

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

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

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

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

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

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

12.5 Anti-profiteering clause:

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

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor /Contractor and shall also been titled to deduct /recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.0.1 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.

13.0.2 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.

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

14.0 INSURANCE:

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

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

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

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

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Certificate of Insurance:

Before commencing performance of the Contract, Contractor shall furnish OIL with certificates of insurance indicating:

- 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 intime.

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

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

Contractor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Contractor under this Contract in respect of Contractor's equipment, tools and any other belongings of the Contractor and its personnel as well deputed under this Contract during the entire period of their engagement in connection with this Contract

including extensions if any. The Contractor shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured:

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

“Oil India Limited, and Contractor's name (as appearing in the Contract/LOA)”

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim.

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

14.15 Contractor shall require all of its Sub-contractors to provide such of the foregoing insurance cover as the Contractor is obligated to provide under this Contract.

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

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

ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this Contract.

iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the Contractor to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the Contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed thereunder.

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.

15.2The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from. Neither Company nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or Sub-Contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, contractors and Sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

15.3The 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.

15.4The 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.

15.5Except 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 therefrom.

15.6Except as otherwise expressly provided herein, neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub- contractors. Company shall protect, defend indemnify and hold harmless Contractor From and against such liabilities and any suit, claim or expense resulting therefrom.

15.7The 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.

15.8The 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 Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ Contractor expressly agrees, acknowledges and understands that Oil India Limited is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, bidder / Contractor hereby

expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this Contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

23.2 Should Company discover at any time during the tenure of the Contract or till the Unit / equipment / tools are 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.

24.0 SUBCONTRACTING / ASSIGNMENT:

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

24.2 Consequent upon of placement of Contract, if successful bidder(s)(other than Micro / Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body

specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

a) possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; **OR**

b) required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

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

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

Company.

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

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

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

27.3 Manner of Payment: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

27.4 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

27.5 Invoices: Mobilization charges (if any) 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 their monthly invoice to Company within 15 days for settlement of dues to the Contractor.

Contractor will submit 03 (three) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the Company for processing payment.

27.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

27.8 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, and 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.

27.9 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.

27.10 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-Contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the Contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

27.11 Contractor shall maintain complete and correct records of all information on which Contractor's invoice are based up to 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 TENDERSONLY):

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 Company:

(i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e., Payment Making Authority) in the Company from the official website of EPFO (<http://www.epfindia.gov.in>).

(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:

- 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 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, cyclone, flood, volcanic activity etc.; war (declared / undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the Contractor's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by Contractor's fault; declared

epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the Company and the Contractor and civil commotions, lockout not attributable to the Contractor.

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

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

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

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by Contractor.

33.3 Claims by Company's recognized sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

33.4 Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the Contractor.

33.5 Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Contractor, under any circumstances in the opinion of Company, may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law or statutory authority in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorized 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 Cuttack (the Place where the Contract is executed) and Principal Bench of Odisha High Court (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 The Employees' Pension Scheme, 1995.
- f) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- g) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- h) Goods and Service Tax Act
- i) Customs & Excise Act & Rules
- j) Factories Act, 1948
- k) Industrial Disputes Act, 1947
- l) Payment of Gratuity Act, 1972
- m) 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-fulfilment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The Contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his Sub-contractor.

36.0 STATUTORY REQUIREMENTS:

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

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

37.1 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person

employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all Sub-contractors hired by Contractor comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws.

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

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

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

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

38.0 POLLUTION AND CONTAMINATION:

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

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, Company shall release, indemnify and hold Contractor and its Sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

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

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

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

39.2In 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.

39.3Any 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.

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

39.5Notwithstanding 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.

39.6In 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 any time either during the pendency of the tender or after award of the Contract or after completion the Contract that a Bidder/Contractor furnished fraudulent document/false information in relation to the subject tender/Contract or committed any misconduct, appropriate action shall be taken against the Bidder/Contractor for debarment/banning of the bidder/Contractor from participating in any future tender of the Company in terms of the Company's Banning Policy, 2017 besides making the Contractor liable for other penal action including termination of on-going Contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of on-going 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 |
|--|-----------------------------|---|
| Up to Rs. 25.00 Lakh | Not applicable | Not applicable |
| Above Rs. 25.00 Lakh
Up to Rs. 25 Crore | Sole Arbitrator | OIL |
| Above Rs. 25 Crore | 3 Arbitrators | One Arbitrator by each party
and the 3 rd Arbitrator, who
shall be the presiding
Arbitrator, by the two
Arbitrators. |

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

6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

7) Parties agree and undertake that neither shall be entitled for any pre- reference or 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 asunder:

- i) 20% of the fees if the claimant has not submitted statement of claim.
- ii) 40% of the fees if the pleadings are complete

iii) 60% of the fees if the hearing has commenced.

iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the Contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes - concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and

in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006

42.4 Resolution of disputes through conciliation by OEC:

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

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

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so, arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed

terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the Contractor when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one month, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the Contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions:

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

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

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/Contractor.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

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

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

44.5 Termination for Unsatisfactory Performance: If the Company considers that, the performance of the Contractor is unsatisfactory, or not as per the provision of the Contract, the Company shall notify the Contractor in writing and specify in details the cause of dissatisfaction. The company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company. In the event Contractor rectifies

its non-performance to the satisfaction of the Company, the option of termination may not be exercised by the Company. If, however Contractor repeats non-performance subsequently, Company shall exercise the option to terminate Contract by giving 07 days' notice. Such Contractor shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 Termination due to change of ownership and Assignment: In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's written consent, the Company may at its option, terminate this Contract. Company shall not be however under any obligation to accord consent to the Contractor for change of ownership & assignment of the Contract.

44.7 If at any time during the term of this Contract, breakdown of Contractor's equipment results in contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety or partially to the extent of non-performance, without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

44.8 Termination for delay in mobilization: Contractor is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of Contract. If the Contractor (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the Contract, the right to terminate the Contract.

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.

44.10 Consequence of Termination: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT:

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

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any

equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

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

~~~ **(END OF SECTION-I, PART – III)** ~~~

## **PART-III**

### **SECTION – II**

#### **TECHNICAL SCOPE OF WORK AND TERMS & CONDITIONS**

##### **A. PREAMBLE:**

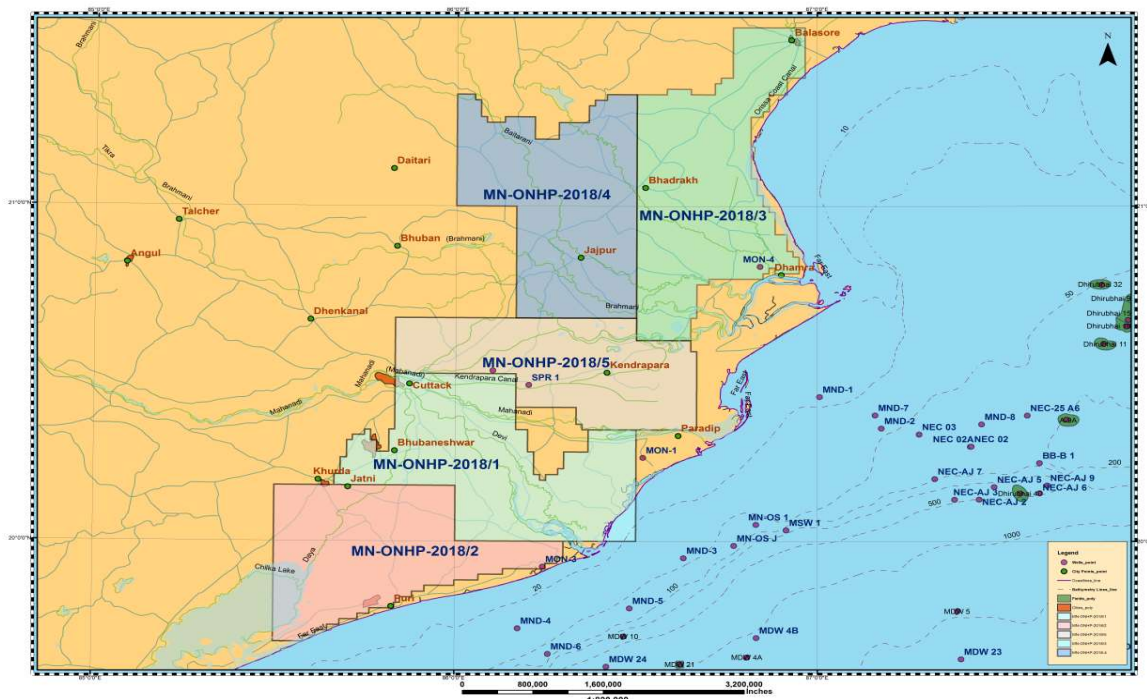
##### **1.0 DRILLING PROGRAM:**

OIL intends to hire complete Mud Engineering and Drill waste Management Services for supplying of Mud Chemicals, Manpower, Equipment's including ETP services (Drill waste Management Services) & Completion/well testing Chemicals and Materials for drilling of ten (10) Exploratory wells in the depth range of 2000m to 4500m in 5 nos. of awarded OALP blocks in Mahanadi Basin of Odisha. These blocks are namely (1) MN-ONHP- 2018/1 (2) MN-ONHP- 2018/2 (3) MN-ONHP- 2018/3 (4) MN-ONHP- 2018/4 and (5) MN-ONHP- 2018/5. The period of the contract will be for two years with a provision of extension by one more year with same terms and conditions of Contract as per discretion of Oil India Limited. Relevant information of all the wells was detailed hereunder in Clause No. 4.0 "Casing Policy".

##### **2.0 BLOCK AREA:**

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

The combined Block area of the exploration Blocks are 13669.99Sq Km which has been awarded by MOP&NG, Govt. of India, under Open Acreage Licensing Policy-II & III rounds to Oil India Limited (OIL) for carrying out extensive & expeditious exploration for Petroleum & Natural Gas in the region. All five blocks are onland and combiningly spread over in 11 (Eleven) districts of Odisha (viz. Cuttack, Khordha, Jagatsinghpur, Puri, Kendrapada, Balasore, Jajpur, Mayurbhanj, Bhadrak, Kendujhar and Dhenkanal).



**Figure-1: The Map of Five Nos. of Mahanadi Blocks**

### **3.0 COMMUNICATION TO THE BLOCK**

The communications to the OALP-II blocks are available through air, water, rail & road as given below:

1. Nearest Airport: Biju Patnaik International Airport, Bhubaneswar
2. Nearest Sea Port: Paradeep
3. Nearest Railway Junction: Bhubaneswar, Cuttack, Puri, Kendrapada.
4. National Highway: Includes NH-5, NH-16, NH-316 and NH-20.

### **4.0 PROPOSED CASING PROGRAM (SUBJECT TO CHANGE) & MUD SYSTEM**

| <b>Tentative 3-stage Casing Policy for 2000 m Wells</b> |                |                                                    |                             |                       |
|---------------------------------------------------------|----------------|----------------------------------------------------|-----------------------------|-----------------------|
| Hole/Casing size (inch)                                 | Shoe depth (m) | Mud type                                           | Estimated mud density (Pcf) | Estimated BHT (deg C) |
| 17 ½ / 13 ¾                                             | 325            | Bentonite Gel Spud Mud                             | 66-68 Pcf                   | Normal                |
| 12 ¼ / 9 ⅝                                              | 800            | K <sub>2</sub> SO <sub>4</sub> -PHPA-Polymer Mud   | 68-70 Pcf                   | Normal gradient       |
| 8 ½ / 5 ½                                               | 2000           | K <sub>2</sub> SO <sub>4</sub> -Glycol-Polymer Mud | 70-72 Pcf                   | 60 to 80 Deg C        |

| <b>Tentative 3-Stage Casing Policy for 2500m Wells</b> |                |                                                    |                             |                       |
|--------------------------------------------------------|----------------|----------------------------------------------------|-----------------------------|-----------------------|
| Hole/Casing size (inch)                                | Shoe depth (m) | Mud type                                           | Estimated mud density (Pcf) | Estimated BHT (deg C) |
| 17 ½ / 13 ¾                                            | 325            | Bentonite Gel Spud Mud                             | 66-68 Pcf                   | Normal                |
| 12 ¼ / 9 ⅝                                             | 1200           | K <sub>2</sub> SO <sub>4</sub> -PHPA-Polymer Mud   | 68-70 Pcf                   | Normal gradient       |
| 8 ½ / 5 ½                                              | 2500           | K <sub>2</sub> SO <sub>4</sub> -Glycol-Polymer Mud | 70-72 Pcf                   | 60 to 80 Deg C        |

| <b>Tentative 3-Stage Casing Policy for 3500m Wells</b> |                |                                                              |                             |                       |
|--------------------------------------------------------|----------------|--------------------------------------------------------------|-----------------------------|-----------------------|
| Hole/Casing size (inch)                                | Shoe depth (m) | Mud type                                                     | Estimated mud density (Pcf) | Estimated BHT (deg C) |
| 17 ½ / 13 ¾                                            | 325            | Bentonite Gel Spud Mud                                       | 66-68 Pcf                   | Normal                |
| 12 ¼ / 9 ⅝                                             | 1600           | K <sub>2</sub> SO <sub>4</sub> -PHPA- Glycol-Polymer Mud     | 68-74 Pcf                   | Normal gradient       |
| 8 ½ / 5 ½                                              | 3500           | K <sub>2</sub> SO <sub>4</sub> -Polyamine-Glycol-Polymer Mud | 74-80 Pcf                   | 60 to 100 Deg C       |

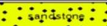
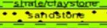








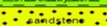


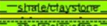
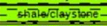







| Tentative 4-Stages Casing Policy for 4500m Wells |                |                                                              |                             |                       |
|--------------------------------------------------|----------------|--------------------------------------------------------------|-----------------------------|-----------------------|
| Hole/Casing size (inch)                          | Shoe depth (m) | Mud type                                                     | Estimated mud density (Pcf) | Estimated BHT (Deg C) |
| 26 / 20                                          | 325            | Bentonite Gel Spud Mud                                       | 66-68 Pcf                   | Normal                |
| 17 ½ / 13 ⅜                                      | 1800m          | K <sub>2</sub> SO <sub>4</sub> -PHPA- Glycol-Polymer Mud     | 68-74 Pcf                   | Normal gradient       |
| 12 ¼ / 9 ⅝                                       | 3500m          | K <sub>2</sub> SO <sub>4</sub> -Polyamine-Glycol-Polymer Mud | 74-80 Pcf                   | 60 to 100 deg C       |
| 8 ½ / 5 ½                                        | 4500m          | K <sub>2</sub> SO <sub>4</sub> -PolyAmine-Polyol-Polymer Mud | 80-90 Pcf                   | 80 to 100 deg C       |

## 5.0 BRIEF GEOLOGY

Mahanadi Basin is a poly-history basin. The oldest sediments in the basin include the Permo-Triassic sediments (Lower Gondwana), deposited in continental grabens of the Gondwanaland. The Gondwana Basin was partly superimposed with next phase of basin development and sedimentation at the end of Jurassic. Earlier workers in the area revealed that the basement comprises of granites, granite gneisses, amphibolite, schists etc. Surface exposures of Gondwana sediments are present in patches in the on-land part of the basin. The basin extends into the Bay of Bengal and most of the basinal area is covered by Quaternary alluvium. Along the east coast, horst and graben features along the pre-existing weak zones trending in NE-SW direction developed. The initial deposition in these grabens was generally of non-marine sediments. With the rifting of the basin, marine sedimentation started and subsequently, change in course of older rivers led to development of delta system in an open marine condition. The rift phase ended with lava flow called Rajmahal Trap. The 85° East Ridge is bounded by a large fault with throw towards the western side and a gentle slope towards eastern side. Subsequent to rifting and the volcanism during Early Cretaceous period, the Mahanadi shelf received poorly differentiated sand/silt as Late Cretaceous continental deposits. During Paleocene period, the south western part of Mahanadi shelf experienced deltaic sedimentation sourced from Eastern Ghats and Central Indian Cratons. Deltaic to pro-deltaic clastics are interbedded with shelf carbonates suggesting frequent retrogradation. During Eocene period, the Mahanadi shelf became clastic starved hence mainly limestone with interbedded clastics were deposited. This sequence is marked by pronounced shelf and slope break grading into basinal shales. The Paleocene-Eocene sedimentation was restricted mainly to the offshore basin and in the southern and eastern parts of Mahanadi on-land part. Oligocene is conspicuous as a period of non-deposition/erosion in the major part of Mahanadi Basin especially in the shallow water and on-land part of the basin. However, beyond the Eocene shelf-edge, Oligocene is wedged out against Eocene hinge. Miocene was a period of regional subsidence and marine transgression both in offshore and onshore Mahanadi Basin. During Early Miocene to Middle Miocene, the overall basin appears to have been tilted, with the west experiencing uplift and the east undergoing subsidence. The uplift in the west also led to a renewed influx of clastics into the basin and pro-grading deltaic sediments built out over the tectonically altered Miocene section. This progradation has

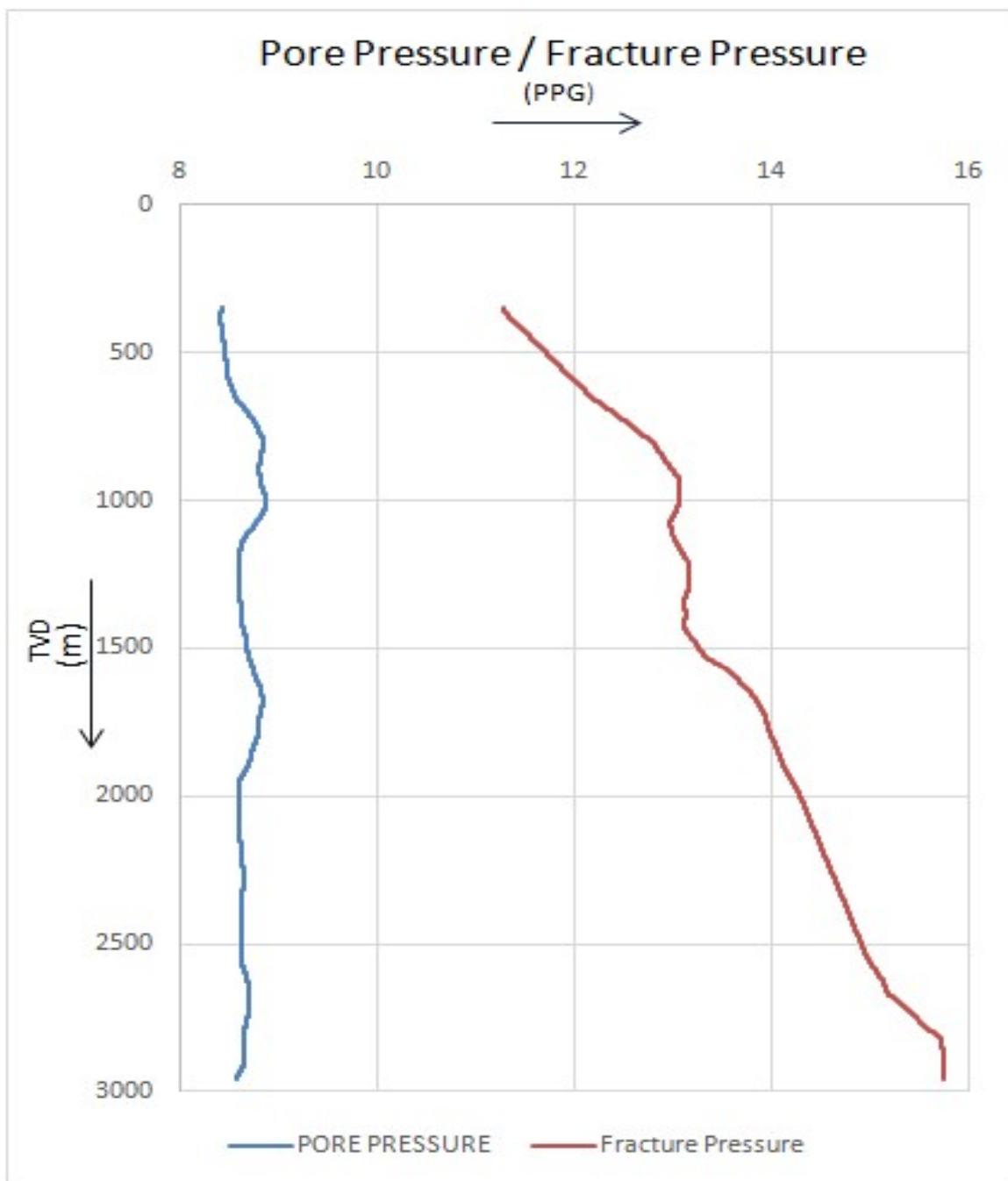
continued to present day, with the present-day shelf edge approaching the position of Eocene shelf edge. The generalised stratigraphy for the Onland Mahanadi Basin shown in the Figure-3 has been reconstructed with all the available well data and the Lower Gondwana stratigraphy has been reconstructed from the outcrop data of the Talchir Basin. The generalized stratigraphy of the shallow offshore part of the Mahanadi Basin is constructed using information from the drilled wells.

### Generalized On-land well Stratigraphy/Lithology

| ERA                                                                                 | PERIOD                                                                             | EPOCH                                                                             | AGE (Ma)                                                                            | GENERAL LITHOLOGY                                                                   | ROCK UNITS                          | TECTONIC EVENTS                                                                       |                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CENOZOIC                                                                            | QUATERNARY                                                                         | HOLOCENE                                                                          | 1.8                                                                                 |    | Baripada Sandstone                  | Initial collision of Indian Plate with Eurasian Plate and effect of Himalayan Orogeny |                                                                                                                                                                                                  |
|                                                                                     |                                                                                    | PLEISTOCENE                                                                       |                                                                                     |    |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     | NEOGENE                                                                            | PLIOCENE                                                                          | 5.3                                                                                 |    |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     |                                                                                    | MIOCENE                                                                           | 23.7                                                                                |    |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     | PALEOGENE                                                                          | OLIGOCENE                                                                         | 33.7                                                                                |    |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     |                                                                                    | EOCENE                                                                            | 99                                                                                  |    |                                     |                                                                                       |                                                                                                                                                                                                  |
| PALEOCENE                                                                           |                                                                                    |  |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
| MESOZOIC                                                                            | CRETACEOUS                                                                         | EARLY                                                                             | 144                                                                                 |    | Athgarh Sandstone<br>Rajmahal Traps |                                                                                       | Rifting of Indian plate along east coast. Change in plate motion and Northward drifting of Indian plate continues, Southeasterly tilt of the basin along with initiation of passive margin setup |
|                                                                                     |                                                                                    |                                                                                   |                                                                                     |    |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     |   |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     |   |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     |   |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     |   |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     |  |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|  |                                                                                    |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|  |                                                                                    |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|  |                                                                                    |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
| JURASSIC                                                                            | LATE                                                                               | 206                                                                               |  |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     | MIDDLE                                                                             |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     | EARLY                                                                              |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
| TRIASSIC                                                                            | LATE                                                                               | 248                                                                               |  |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     | MIDDLE                                                                             |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     | EARLY                                                                              |                                                                                   |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
| PALEOZOIC                                                                           | PERMIAN                                                                            | LATE                                                                              | *                                                                                   |  |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     |                                                                                    | MIDDLE                                                                            |                                                                                     |                                                                                     |                                     |                                                                                       |                                                                                                                                                                                                  |
|                                                                                     |                                                                                    | EARLY                                                                             |                                                                                     |                                                                                     |                                     | 543                                                                                   |                                                                                                               |
| PRE CAMBRIAN                                                                        | PROTEROZOIC                                                                        |                                                                                   |                                                                                     |  |                                     |                                                                                       |                                                                                                                                                                                                  |

**Figure-2: Generalised stratigraphy for the On-land Mahanadi Basin**

## 6.0 OBSERVED PRESSURE PROFILE

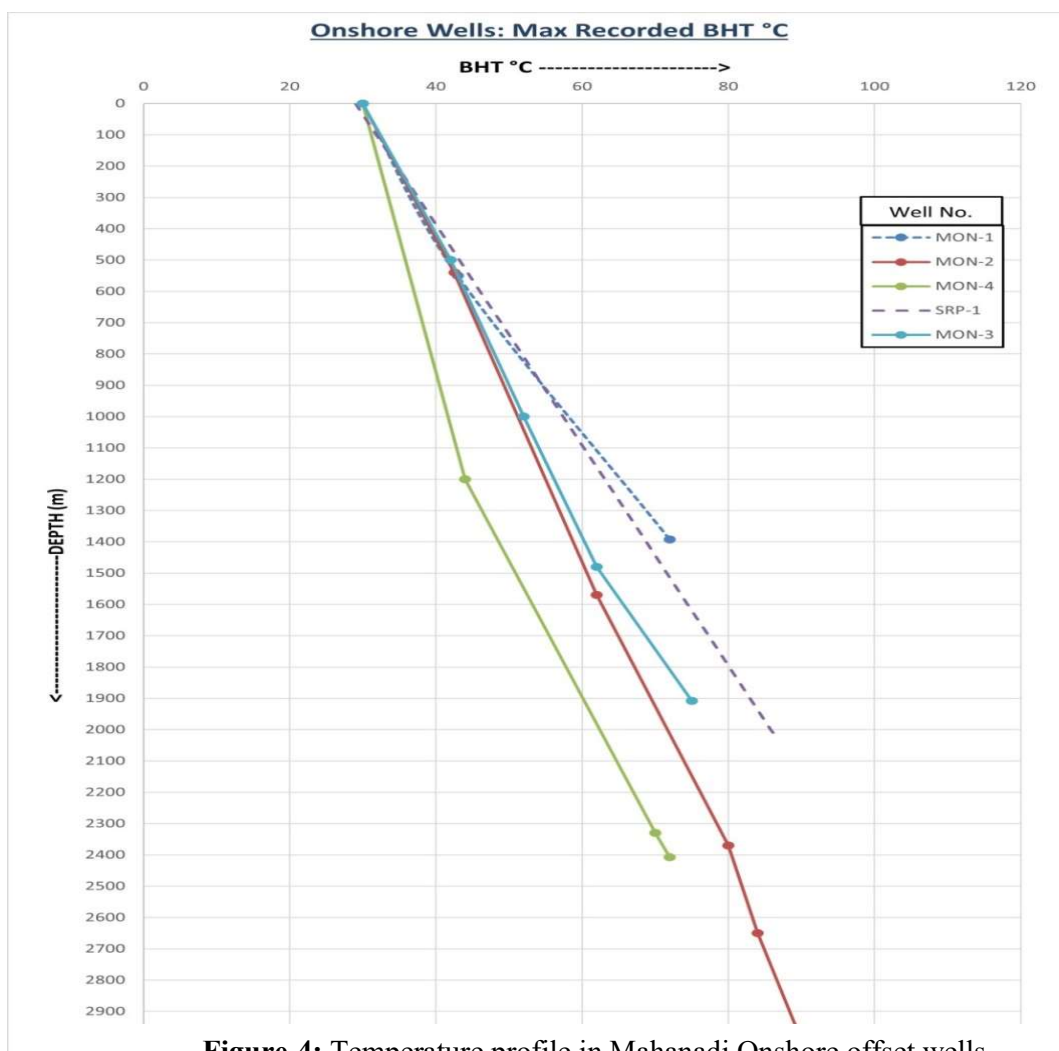


**Figure 3:** Average Pore pressure and fractured gradient in Mahanadi Onshore wells.

Pore pressure observed in previous wells drilled in Mahanadi onshore is near hydrostatic. Average pore pressure calculated from available data of Well MON-1, MON-2, MON-3 and SPR-1 is shown in **Figure: 3**



## 7.0 TEMPERATURE PROFILE OF MAHANADI ONSHORE OFFSET WELLS



**Figure-4:** Temperature profile in Mahanadi Onshore offset wells

- Maximum BHT recorded in well MON#2 is 90°C at 2991.1m.

## 8.0 ANTICIPATED WELL HAZARDS

No downhole complications viz., tight hole, held up or inflow, were observed in offset onshore wells. However, partial mud loss was observed in well MON-2 whereas in well MON-4, static loss at a rate of 60 bbl. /hr. was observed at 854 m.

In shallow offshore well MND-1, held up was observed at oil string drilling stage @ 2629 m. Mud loss was also observed in offshore well MND-1 at shallow depths and while drilling through unconsolidated conglomerates, fractured limestone and volcanic formations. Mud loss was also observed in shallow offshore well MND-3. However, precautions should be observed for mud losses in depth ranges of 900-1800 m and from 2200-3000 m or TD.

## **B. MUD ENGINEERING (ME) SERVICES**

**1.0 BROAD SCOPE OF WORK OF MUD ENGINEERING SERVICES:** The Contractor is required to provide mud services in totality. The broadscope of work /supply includes:

**1.1** Designing and formulation of mud program with WBM for drilling in Environmentally Sensitive Areas. Supply of adequate water for preparation of mud will be met either by Company or by any third party engaged by Company.

**1.2** Supply of drilling mud, completion fluid (brine) and wellbore cleanup chemicals/additives, Equipment's, Consumables including laboratory, lab reagents provisioned under the contract.

**1.3** Supply of well site laboratory equipped with mud testing equipment, tools, accessories and reagents as per the requirement at site to complete the testing of mud as well as completion fluid for the exploratory drilling program in Mahanadi Basin of Odisha.

**1.4** Deployment of qualified and competent Personnel to carry out Mud Engineering Services round the clock throughout the contract period.

**1.5** For performance of services under this contract, the following may be referred to broadly understand the responsibilities of Contractor & Company.

| <b>Sl. No.</b> | <b>Details</b>                                                                        | <b>Responsibility of Contractor</b> | <b>Responsibility of Company</b> |
|----------------|---------------------------------------------------------------------------------------|-------------------------------------|----------------------------------|
| 1              | Mud Laboratory                                                                        | Yes                                 | No                               |
| 2              | Mud Chemicals/additives and all testing equipments.                                   | Yes                                 | No                               |
| 3              | Mud Engineers as required                                                             | Yes                                 | No                               |
| 4              | Handling Mud chemicals at site                                                        | Yes                                 | No                               |
| 5              | Transportation of Chemicals & additives to well site.                                 | Yes                                 | No                               |
| 6              | Mud preparation                                                                       | Yes                                 | No                               |
| 7              | Boarding, lodging and first aid facilities at site to the Mud Engineers               | No                                  | Yes*                             |
| 8              | Minimum storage shed for chemicals at site.                                           | No                                  | Yes*                             |
| 9              | Shale Shaker, Desander, Desilter, Degasser and Centrifuge, Baryte Silo, Civil godown. | No                                  | Yes*                             |
| 10             | Hopper Mixer and Treating tanks for mixing and treating the mud.                      | No                                  | Yes*                             |

\* To be provided either by Company or by any third party to be engaged by the company.

## **2.0 PERSONNEL:**

- 2.1** The Contractor shall engage adequate number of qualified and competent personnel as required for the services under the contract including two (02) on-site Mud Engineers on 12-hours shift basis throughout the contract period under ON/OFF duty pattern as per OISD guidelines. Mud Engineers should be proficient in English (written & verbal).
- 2.2** The Mud Engineer should have minimum educational qualification of Bachelor degree in Chemical Engineering or Bachelor degree in Science under PCM Discipline or MSc in Chemistry or equivalent. The Mud Engineer should have minimum five (05) years relevant experience, out of which at least 03 (Three) years working experience in Poly Amine-Glycol/Polyol-Polymer mud in Potassium salt base mud system independently in drilling (Exploratory or development) wells having 2000m depth or above.
- a)** The Mud Engineers should be in sound health and fit to work in different Environment. The maximum age of the Mud Engineers should not be more than **65 (sixty-five) years** as on the scheduled bid closing date of this Tender.
  - b)** The Contractor shall submit **08 (eight)** nos. of personnel resume in respect of Mud Engineers for OIL's approval. The resume should specifically include but not limited to the following.
  - c)** Length of experience in exploration/development wells.
  - d)** Length of experience in proposed mud system.
  - e)** Area / Field where and for whom worked
  - f)** Experience in solving down hole problems.
  - g)** Educational Academic Qualification.
  - h)** Any Training certificate/document on Mud Engineering.
  - i)** Date of Birth (Age) and Health Condition.

## **3.0 THE MUD ENGINEERS SHALL BE RESPONSIBLE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:**

- 3.1** Prepare mud as per drilling and mud program.
- 3.2** Attend down hole problems and take corrective actions in consultation with Company's Chemist/Representative and Contractor's Fluid Manager.
- 3.3** Run, maintain, and manage the mud system in consultation with Company representative in day-to-day basis.
- 3.4** Prepare daily mud report, hydraulics report and chemical consumption statement and submit to Company representative, Well site Chemist In-Charge.
- 3.5** Maintain a stock of inventory on the Drilling site and ensure that adequate stock is available at all the time to maintain and run the mud system without nonproductive time (NPT) during drilling operations and to cater for eventuality, if any.
- 3.6** Ensure that adequate spares and reagents for all the mud engineering related equipment,

tools and lab are available at site to carry out any repair/maintenance/test without downtime.

**3.7** The Mud Engineers should have adequate knowledge in working with Contractor's materials, equipment and procedures for the intended services. The Mud Engineers should be competent enough/should have sufficient experience in solving down hole complications including but not limited to cement contamination, mud loss, stuck pipe, cavings, high pressure kick etc. The Mud Engineers shall have all the powers on behalf of the Contractor so far as job execution against this contract is concerned and shall work throughout in close coordination with their Base manager/Drilling Fluid manager, OIL's Chemist /Company Representative of OIL/Company's other associated Contractors at Rig site. The Mud Engineers are required to discuss /communicate all work plan related to operation to Company's site Engineer/ Chemist as well with their Base Manager/Drilling Fluid Manager.

**3.8** Contractor personnel working on site must be fully conversant with, and adhere to, the environmental and HSE policies of OIL, be responsible for the safe handling of drilling fluid materials at the rig site to ensure that rig crews adhere to the OIL's HS&E policy and minimize mud material damage.

**3.9** All requirements of Contractor's personnel will be borne by the Contractor including their remuneration, transportation up to well sites, en-route expenses etc. However, during their stay at drilling locations in connection with execution of contract, only food, accommodation and preliminary medical facilities as available at well site will be extended by Company free of charge to the Mud Engineers.

**3.10** The Contractor will remove any of their personnel from site if deemed not suitable or considered not desirable by Company to carry-out the work and replace him/her with a person acceptable to Company within **10 (Ten) days** at their own expenses after getting the advice from the company in writing.

#### **4.0 GENERAL:**

**4.1** Contractor shall carry out Mud Engineering planning and designing, mud preparation and maintenance as required for drilling and completion of all phases of the wells and in accordance with the detailed drilling operations planned by Company.

**4.2** The wells are planned to be drilled using the drilling fluid systems as furnished herein. However, Company reserves the right to modify its drilling /drilling fluids program at any time during the contract period.

**4.3** Company reserves the right to use other mud system in case well condition warrants the same or otherwise. In such case, Company will issue formal change order and provide adequate time to mobilize the new mud system at mutually agreed rates.

**4.4** Contractor shall provide all the required mud testing equipment at the site for testing the Drilling Fluid & Completion Fluid as per the requirement of the wells.

**4.5** The Contractor shall provide all technical literature; hydraulics, surges, swab etc. and all other drilling fluid related calculations and detailed mud histories and mud programs to Company.

**4.6** The Contractor shall have their own software and peripherals at site for generating Daily

Mud reports, Mud Recaps, hydraulics and hole cleaning optimization in real time.

**4.7** The Contractor may be required to collect the various drilling fluid samples, water samples during the course of drilling or production testing as per Company practice for onward dispatch to OIL laboratories.

**4.8** The Contractor may also be required to collect the various HSE related drilling fluid samples, drill cuttings, effluent drill and waste water samples as per requirement of the environmental regulations of OIL.

**4.9** The on-site Mud Engineers are required to test mud samples for all parameters at least two times a day or as per operational requirement and submit daily operational report including hydraulics, mud parameters etc. to Company Representative. The daily report should also include volume of mud prepared and consumed, consumption of chemicals and other additives, status of solid control and waste-management equipment etc. in standard format.

**4.10** The on-site mud engineer shall collect all relevant operational data from drilling engineer or any other data gathering system and record it for taking operational decisions as well as for final well completion report (Mud Recap). The Contractor shall submit the well completion report (End of well Report/Well History) within fifteen (15) days after completion of the well.

**4.11** The solid control equipment's shall be effectively utilized by the Contractor's Mud Engineers.

**4.12** Company will provide labours for mud mixing, loading & unloading of chemicals at well site through rig contractor.

**4.13** The prospective bidder shall indicate or modify or suggest any change in the laboratory formulation of **K<sub>2</sub>SO<sub>4</sub>-Polyamine-Glycol-Polymer** mud system/ **K<sub>2</sub>SO<sub>4</sub>-Polyamine-Polyol-Polymer** mud system in Tabular form with reference to MUD POLICY & MUD FORMULATION (TABLE-I).

**5.0 MUD MANAGEMENT SERVICES** Fluid Management Services encompass all the functions and requirements contained herein including the following:

**5.1** Inventory control both at the rig site and at the supply base. Contractor shall ensure that sufficient quantity of materials and chemicals are available to allow for a smooth, uninterrupted operation. Contractor shall also provide actual delivery verification.

**5.2** With the help of suitable software package, the Contractor should generate and provide copies of daily progress report inclusive of drilling fluid hydraulics to the Company representative. The report should also incorporate drilling operations, complete mud parameters analyses, chemicals consumed, volume of mud prepared, and loss of mud and operation of solid control equipment as per standard practice. Cumulative consumption and cost of chemicals must be provided by the Contractor on daily & weekly basis.

**5.3** The Contractor shall keep sufficient quantity of mud Chemicals including Insurance Chemicals/ Specialty Chemicals as provisioned in the contract for addressing down hole complications including but not limited to cement contamination, mud loss, stuck pipe, cavings, high pressure kick etc. and have back-up chemicals readily available.

**5.4** Partial to total loss cannot be ruled out in open hole section drilling. Sufficient quantity of Loss Circulation Materials of various mixed should be available at site at all the times during drilling operation.

**5.5** Contractor shall submit detailed mud engineering programs, including completion fluid design, for each well at least two weeks prior to the commencement of the well or as advised by OIL.

**5.6** Contractor must plan site jobs diligently to avoid any crisis due to shortage and/or wastage & pilferage etc. of raw materials or prepared mud.

## **6.0 REPORTING**

**6.1 GENERAL:** The Contractor shall comply with the following minimum reporting requirements under the contract. Contractor shall also provide additional reports to the Company Representative as may reasonably be asked for during the execution.

**6.2 MATERIALS INVENTORY:** At all times, the Mud Engineers must maintain an up-to-date inventory of all the chemicals/additives held at well site and the same shall be reported on daily basis as part of the daily mud report. Additionally, a daily/weekly report on materials inventory at site shall be submitted to the Company's Drilling Superintendent/Drilling fluid-in-charge based at BEP or KGB project as may be designated.

**6.3 DAILY MUD REPORT:** Daily mud report in prescribed format shall be submitted to Chemical Department at BEP or KGB.

**6.4 END OF WELL REPORT:** The Contractor shall provide within two weeks of completion of the well a Final Well Recap, containing but not limited to the following:

- a) A detailed recap of each hole section;
- b) An evaluation of the mud properties, their performance;
- c) An analysis and recommendation of the optimum parameters required based on experience gained while drilling the well;
- d) A detailed list on chemical consumption for each section;
- e) A comparison of planned Vs actual mud properties for each hole section.
- f) A comparison of planned versus actual mud cost for each hole section;
- g) A detailed study on the hole problems encountered and mitigation methods and strategies followed;
- h) Suggestion for improvement in future wells.

**6.5 COMPLICATION REPORT:** In case of any complication such as stuck pipe, lost circulation, unusual caving, undesirable cutting bed formations, the Contractor shall notify the Company Representative immediately. A detailed draft report shall be submitted by the Contractor, within 24 hours of the incident (operations permitting), with full details and the reasons for the same and remedial measures/recommendations that shall be followed in the present well as well as in future wells to ensure safe and complication free drilling.

## **7.0 LABORATORY EQUIPMENT**

**7.1 Minimum Requirements:** The Contractor shall deploy a complete Mud Laboratory at site equipped with various equipment, tools, accessories and consumables thereof in perfectly

working condition necessary to carry out the job specified in the Scope of Work and described elsewhere in this Tender as per API standards. The Contractor shall also provide the test procedures for estimation of Potassium ion, PHPA, cloud point glycol and Polyol, Test analysis of Polyamine, Lubricity Co-efficient and the percentage clouding out at the cloud point temperature including relevant software etc. for hole cleaning as per standard industry practice. The test of chemicals which cannot be tested in the well site laboratory can be tested in a bidder's certified laboratory at bidder's cost. All Standard mud testing equipment are required in order to provide a complete API mud testing report.

**7.2 Additional Equipment:** Additional equipment and chemicals, if any proposed by the Contractor, may also be included as an attachment.

**7.3 Maintenance:** The Contractor shall deploy its Mud Lab and all other testing equipment as per requirement in excellent condition and perfectly in working order. Maintenance of the same including supply of spares/consumables etc. throughout the contract duration for trouble free uninterrupted operation will be given prime importance.

**7.4** The Contractor shall maintain adequate stock of spares and consumables at site to ensure uninterrupted laboratory services. On-site stock position of spares and critical parts to be reported to Company Chemist/Representative from time to time.

## **8.0 STORAGE OF MUD CHEMICALS/ADDITIVES AT RIG SITE**

**8.1** The Contractor shall maintain adequate stocks of chemicals and additives at drilling site to ensure uninterrupted operation under the contract. For the purpose of safe storage of these materials at drilling location(s), Company (OIL) will provide:

**8.2** A 30ft X 20ft platform to store Barytes/Bentonite.

**8.3** A temporary civil godown (40ftX30ft) and a Barite Bulk handling plant of Capacity 75MT.

**8.4** In view of the remoteness of drilling locations and space/logistic constraints, the Contractor must maintain their supply base/main warehouse at a place nearest possible to the drilling locations and feed the requisite chemicals in optimum quantity to Rig site through their own arrangement/expenses by engaging trucks to ensure un-interrupted drilling up to the well completion stage. Considering the limited storage facility at Rig site as stated above, Contractor must select their supply base/main warehouse/bulk storage facility in such a place and make all necessary arrangements for continuous supply of chemicals, Mud testing equipment's, tools and spares etc. so that the materials can be delivered to drilling locations within short notice without fail.

**8.5** The Contractor must maintain quantity of the mud & Brine chemicals/additives equivalent to 1(one) wells use all the time at contractor's supply base/warehouse for avoidance of any shortage at any time. Company's advice to build up/replenish stock of any item during operation must be treated with due importance without dispute and to be acted upon expeditiously.

## **9.0 MOBILISATION/LOGISTICS**

**9.1** Mobilization of complete Mud Laboratory, equipment, tools, consumables, spares and the

complete line of Mud Chemicals & Additives as required for execution of this contract is the sole responsibility of the Contractor including all logistic management up to each drilling locations in Mahanadi Basin of Odisha and their inter-location movements. The Contractor shall also mobilize the Mud Engineers and other personnel (if required) to the work site as per provisions herein and arrange for crew change from time to time to provide statutory "OFF" duty to the personnel as per Mines Act & other statutes/regulations.

**9.2** All imported or long lead-time on critical chemicals shall be stocked in sufficient volume to cater uninterrupted drilling program. Locally available non-critical items with less lead-time can have a smaller minimum volume. The Contractor shall be responsible to maintain agreed minimum stock of all required chemicals/additives at all the time throughout contractual duration.

**9.3** It is the Contractor's responsibility to confer with their on-site Mud Engineers to ensure that adequate stocks are maintained at the drilling site. The stock levels, both at well site and at supply base/main warehouse, shall be reported to Company on daily/weekly basis, as may be advised.

**9.4** Products are to be packaged in accordance with international standards. The Contractor shall choose the packing standards carefully, so that the packing is robust enough to withstand transit rigors and multiple handlings. Company (OIL) will not pay the Contractor for any damaged chemicals or expiry of self-life of chemicals delivered at Rig site.

**9.5** All products must be labeled clearly on the packing/packages with the chemical name and quantity. All chemicals supplied should have supporting MSDS sheets delivered with them.

**9.6 Inspection & Certificates:** The Contractor hereby undertakes that Company (OIL) shall have the right to inspect or carry out inspection of lab equipment at any time. The Contractor also undertakes that Company may engage OIL's own laboratory to conduct random, API qualified testing of any or all chemicals.

## **10.0 MUD CHEMICALS AND ADDITIVES:**

**10.1** The Contractor shall supply complete line of mud chemicals and additives, conforming to relevant API/BIS/OIL specifications as applicable, required for preparation and maintenance of mud and completion fluid. The Contractor shall maintain adequate stock of all chemicals including the contingency/back-up chemicals and ensure timely supply to Rig site as per operational requirement of the wells for uninterrupted operations. **However, the payment will be made on the basis of actual chemical consumption duly certified by OIL's well site Chemist/ Company representative.**

**10.2** The Bidder shall submit detailed specifications including but not limited to brand name, manufacturer's name, test reports, unit of packing, country of origin, MSDS sheets, net weight, date, batch number, lot number, self-life etc. of all proposed chemicals provisioned in the contract. The specifications of such chemical should reflect the relevant use as mud chemical additive. Non-branded chemicals will not be accepted at rig at any cost.

**10.3** The Contractor shall furnish to Company the test reports as per specifications prior to the delivery of the material. All the test reports must reflect the brand name and manufacturer's name as quoted in the bid. The chemicals to be used in the wells shall be of the same brand and manufacturer and shall be in no way inferior to the quality indicated in the test reports.



Joint sampling of certain chemicals will be carried out during the course of operation and contractor has to make provisions for delivery of samples to Central Laboratory, Duliajan for testing. Chemicals not conforming to tender specifications or API/BIS/OIL specification as the case may be have to be removed from well site by the Contractor at their own expenses immediately.

**10.4**All the chemicals should be in original packing of the manufacturer. The packing of chemicals shall be preferably in bags of 25 Kgs or 50Kgs or lbs. and liquid chemicals are in drums/cans of not more than 208 ltrs/gallon capacity. Barite chemicals shall be provided preferably in jumbo bags for ease of loading into barite silo. Contractor shall furnish the test report from a recognized laboratory for quality of chemicals, before supplying at site. However, OIL reserves the right to inspect the chemicals in Contractor's warehouse/OIL's well site and draw samples for testing independently. If any chemical is found to be not conforming to the specifications, Contractor shall immediately replace the defective materials with quality product that conforms to the specification, without any extra cost to Company (OIL). Therefore, it is obligatory on the part of the Contractor to ensure proper supply of quality materials only.

**10.5**Chemicals susceptible to moisture shall be packed in moisture proof multi-walled paper bags with polythene lining. Each container / pallet shall have clearly legible identification marks including the name of the chemical, name and address of the manufacturer date of manufacture, and address of consignee. The markings shall be stencilled with indelible ink. All chemicals /drums shall be delivered at site in proper pallets/containers.

**10.6**The Contractor shall maintain adequate stock of vital chemicals all the time during operation as back up for well/operational safety. Insurance/ buffer stock of chemicals to be maintained judiciously by the Contractor without fail.

**10.7**Contractor shall transfer all mud chemicals/ additives as well as the complete well site mud laboratory from one location to the forward location in consonance with the inter-location movement of the Drilling Rig.

**10.8****OIL shall not buy any leftover chemicals/consumables etc. brought by the Contractor after completion of the project/expiry of the contract under any circumstances.**

**10.9**All mud chemicals and additives including imported chemicals/equipment/spares are to be supplied by the Contractor on FOR destination (Rig site) basis including all applicable taxes & duties. Contractor shall also bear the cost of shipment, transit insurance, port rent/demurrage & other clearance charges as applicable, inland transportation up to well site, entry tax, service tax and other statutory fees as to be paid to different regulatory authorities. However, the Customs Duty towards import of materials into India in connection with execution of this contract will be NIL as per Govt. Policy currently in vogue, since the services under this contract are for Petroleum Exploration activities in OALP Block. For the purpose of availing Customs Duty exemption, Company will issue necessary Recommendatory Letters for Contractor to obtain Essentiality Certificates from the Directorate General of Hydrocarbon (DGH), India, for which the Contractor must submit their request letter at least thirty (30) days in advance along with the duly certified relevant commercial invoice. Bidders are requested to take note of above and quote their rates accordingly.

**10.10**Contractor must clear away all their materials from drilling site belong to them and

restore the location within shortest possible time after well completion.

**10.11** If the chemicals/additives are not stocked adequately resulting in suspension of drilling operation due to short supply in that case penalty **@Rs. 10,000/hour** shall be levied on the contractor for the entire period of suspension of drilling activity. In case of non-availability of lab equipment, OIL reserves the right to deduct **@Rs.10,000/day** from contractor's payment till the equipment is made available. Short supply means operational breakdown for want of the required chemical/equipment/manpower.

**10.12** The interval wise mud system and mud parameter given in the contract is tentative. However, the Contractor is free to design the mud system/parameters as per the well requirement to achieve true gauged hole and trouble-free drilling. The contractor is required to propose sectionwise use of chemicals for each well. In case the Contractor plans to use any other additives or chemicals, the same may be mentioned in their Techno-commercial Bid along with the technical justifications thereof and the rates to be quoted accordingly in their Price Bid.

**10.13** The vital chemical such as Barytes of API specifications (**min 4.15 sp.gr**) shall be supplied by the contractor having mercury and cadmium contents of barytes less than 1mg/kg and 3mg/kg respectively. Barytes failing to this standard will not be accepted.

**10.14** The chemicals like **Polyamine** supplied by the contractor shall be of good quality having Diethylene Tri Amine (DETA)/Tri Ethylene Tetra Amine (TETA) base and free from Choline Chloride in composition. The polyamine having Choline Chloride in the composition will not be acceptable. Contractor shall supply good and **pure quality completely Choline Chloride free Polyamine**.

**10.15** The bottom hole temperature of well is anticipated to be in the range of 70degC to 100degC (Maximum) based on offset well data. The contractor shall design and supply Cloud point (CP) Glycol/Polyol complying with above temperature to meet the requirement accordingly.

**10.16** The successful bidder shall provide Brine chemicals of **Potassium chloride, Sodium formate and Potassium formate** for well testing operations as per requirement.

## **11.0 QUALITY CONTROL**

**11.1** Contractor shall have effective QC procedures to ensure that all chemicals and materials provided meet the design requirements and also comply with the relevant API/ BIS standards as appropriate, and Company reserves the right to audit Contractor's QC operation. All chemicals should be free of any hazardous components. A test certificate, in this regard, from accredited laboratory must be submitted by the selected bidder before transferring chemicals to well site.

**11.2** To ensure quality of material as per specifications, Contractor shall submit the test report of each chemical brought to their warehouse prior to usage at the rig.

**11.3** Contractor shall also perform the QC tests on mud samples and all mud related products on request.

**11.4** Contractor shall perform laboratory testing of formulations on request to ascertain the

performance of the fluid.

**11.5** After testing, Contractor shall issue the reports summarizing the test and test results.

**11.6** If during the operations, any chemical is found to be used as substandard and inferior in quality and/or not conforming to the specifications, Contractor shall replace the materials immediately without any extra cost to Company and consumption cost of such chemicals will not be paid to the contractor till such chemicals are replaced by quality chemicals complied to Contract Specification.

**11.7** All expenditure including transportation of rejected chemicals/materials for replacement will be borne by the Contractor.

**11.8** Contractors shall supply details of their QA /QC procedures as they pertain to the supply of chemicals.

**11.9** DELETED.

**11.10** Random joint sampling shall be carried out during the course of operation. Contractor has to send those samples collected at well site to Chemical Department, Duliajan at their expenses for testing.

**11.11** Upon award of Contract /LOA on the techno commercially successful bidder, the bidder shall arrange to send and get tested few vital chemicals like Barite, K<sub>2</sub>SO<sub>4</sub>, CMC(LVG), CMC(HVG), PAC(R), PAC(SL), XC Polymer, PHPA, Polyamine, Polyol, EP Lube, Linseed Oil, Sodium Formate in Chemical Laboratory, Oil India Limited, Duliajan prior to mobilizing their chemicals to their supply base/well site.

**11.12** If any deviation found in quality of chemicals in the test report with respect to Contract specification, then such chemicals will not be accepted for operation.

## **12.0 WELL SITE LABORATORY & MUD TESTING KIT**

**12.1** The Contractor shall provide a suitable well site laboratory (skid mounted) complete with all regular mud checking equipment including but not limited to pressurized mud balance, MF Viscometer, API Filter press, 6-speed viscometer equivalent to Fann model 35 SA, 50ml retort kit, blender, magnetic stirrer, hot plate, pH meter, lubricity tester etc. as per **Appendix-II, Section-II** (Laboratory Equipment's).

**12.2** The equipment/tools are required to be in fully operating condition, if repair and preventive maintenance is warranted then the contractor is required to take prior permission of the Company and without hampering operational requirements.

**12.3** The Contractor shall provide all consumables, glass wares, reagents etc. required for mud checking.

**12.4** In case any of the item/equipment is proposed to be imported for the purpose of execution of this contract, the details thereof must be furnished in the prescribed format as asked for in this bid document.

**12.5** The Contractor shall submit the detailed list (Specimen Table below) of lab equipment

and consumables, reagents etc. for testing of mud as per API Specifications along with the bid as per **Appendix-II, Section-II** (Laboratory Equipment's).

**SPECIMEN TABLE: Laboratory Equipment & Re-Agents:**

| Sl. No. | Items               | Qty. | Remarks |
|---------|---------------------|------|---------|
| 1       |                     |      |         |
| 2       |                     |      |         |
| 3       |                     |      |         |
| 4       |                     |      |         |
| 5       |                     |      |         |
| 6       | Add row if required |      |         |

**13.0 TECHNICAL SUPPORT:** For successful execution of the contract, requisite technical supports should be provided by the Contractor as & when required without any extra cost to Company.

**Requirements:** The following schedule provides an indication of the requirements.

**13.1** Pilot test/fully test mud properties based on suggestions from OIL and the Contractor personnel.

**13.2** Test clay and other formations sample supplied by OIL against specified mud types and chemicals for compatibility of drilling fluid to formation type Recommend improvements of or to the mud system being proposed or currently used. This recommendation may be based on information gained from drilling around the area of the similar wells and other parties. This may include suggestions for the use of additional or alternative products (where approved).

**13.3** The Contractor shall make necessary arrangement for a fair stock of contingent chemicals for mud loss and well-kick scenario.

**13.4** The Contractor shall provide technical support for customer and on-site engineering along with software suitable for drilling fluid data management. Contractor shall provide technical backup and support whenever required for operations as needed, by their field and area-based personnel.

**13.5 Mud Laboratory Equipment/Laboratory Cabin:** The Contractor shall provide a skid mounted laboratory at the drilling site with necessary equipment to carry requisite field standard mud tests. The Contractor should also have a backup laboratory facility in India to perform special tests on drilling and completion fluids, formation cuttings and to evaluate the performance if Company so desires.

**C. DRILLING WASTE MANAGEMENT (DWM) SERVICES**

**1.0** The Company intends to treat the waste water and sludge generated from the drill site. Treated water generated has to meet the on-shore waste disposal standards on various parameters as prescribed by State PCB of Odisha/Central Pollution Control Boards (**Appendix-IV, Section-II**).

**2.0** The Contractor is required to mobilise complete DWM service package including requisite, manpower, equipments and services along with Mud Engineering services. The Contractor shall state existing similar commitments and warrant the availability of the equipment, materials and services being proposed in mud engineering services.

### **3.0 GENERAL SCOPE OF WORK & OPERATIONS OF DWM SERVICES**

The Contractor will supply complete DWM package plus the supervision required to rig up, run and maintain the package in an operable condition as per requirement.

**The Scope of Work will include but not be limited to:**

- a)** Mobilization of DWM service package from Contractor's base to the first well location as notified by the Company.
- b)** Maintain an adequate inventory of spares to support operation of the Drilling Waste Management Services.
- c)** Provide sufficient experienced effluent treatment personnel, conversant with this type of operation and equipment on a twenty-four-hour basis and or as and when required.
- d)** Continuously monitor the parameters of the waste water and post treated water for safe disposal of treated water as per the specification limit set by Odisha State Pollution Control Board specification for disposal.
- e)** The quality of treated effluent water must adhere to Odisha State Pollution Control Board (OSPCB) disposal norms and the contractor has to obtain the certification from OSPCB prior to safe disposal of treated effluent water.
- f)** Upon completion of the well activities, Contractor to demobilize contractor's equipment and left-over chemicals etc. and ensure the operational area is completely cleaned and no chemical/equipment is left at site.

**4.0** The Contractor shall provide all equipment, skilled manpower, labour, materials, chemicals and services as specified in **Appendix-III, Section-II**. The Contractor shall be solely responsible for the operation of Contractor's Equipment including but not limited to the rigging up, testing, running and rigging down thereof.

**5.0** The Contractor shall submit the Operating Handbooks and guidelines to the company for approval prior to the commencement of operation.

### **6.0 EQUIPMENTS**

**6.1** Provision of effluent treatment package that will ensure treatment of all wastewater and sludge generated at the drill site to the prescribed limits. Contractor to provide sufficient pumps and flow lines etc. required for efficient operation & sufficient chemicals stocks to support effluent treatment.

**6.2** Bidders to include complete technical details and specifications of the contractor's effluent treatment package equipment's in the bid. A minimum requirement is listed in **Appendix-III, Section-II**. (This is by no means a comprehensive list; bidder to provide a list and specification of all equipment proposed);

**6.3** Bidder is required to propose an equipment package that will ensure proper treatment to achieve the prescribed limits. An equipment layout and flow diagram should also be included in the submission.

**6.4** Bidder to submit test report and maintain daily record of all the test of effluent water(post & pre) in well site laboratory indicating the specifications of untreated water as well as treated water along with the dosages of chemicals required to arrive at the water quality prescribed by Odisha State Pollution Control Board (**Appendix-IV, Section-II**). However, if ETP well site laboratory is limited with performing 4(four) lab tests within it, like TDS, Oil content, Chlorides and Hardness then rest all tests shall be done at nearest NABL/MoEF&CC approved laboratory at least twice in a month.

**6.5** Upon request by Company, Contractor shall provide proof of maintenance and service history of all items of equipment supplied. Contractor shall maintain all equipment in a fit for purpose condition and shall supply all relevant certification on request. Contractor shall maintain adequate stock of consumables and accessories to manage the operation of the Work in a remote location.

**6.6** Contractor shall ensure that the equipment is maintained in a condition so as to prevent any downtime or waiting on equipment time during operations.

**6.7** Contractor is to make Chemist / Company's representative immediately aware of any equipment malfunctions and inventory deficiencies, if any, for immediate action.

**6.8** Contractor will maintain a base in nearby area to adequately supply the material within forty-eight (48) hours and to provide support for the effluent treatment equipment while it is operating for the company on the drilling project.

**7.0 STANDARD OF PERFORMANCE:** The Company expects contractor's representatives to be knowledgeable in the treatment of wastewater/sludge generated from drill sites and to operate and maintain the equipment in a safe and efficient manner at all times.

Contractor's technical proposal submitted with the bid should include but not limited to the following:

- i) Effluent Treatment System / process proposed.
- ii) List of proposed chemicals and Contractor's recommended concentration of chemicals for the proposed effluent treatment system for each section.
- iii) The requirement of total quantity of water treatment chemicals to drill the wells including a 50% back-up as contingency.
- iv) In addition, the following details shall be provided:

Contractor shall indicate their proposed chemicals in addition to or in lieu of the attached list based on their proposed treatment system. Contractor is encouraged to propose appropriate surface area requirement for set up of their DWM unit and additional surface area for disposal of treated waste water. Contractor shall submit detailed technical specifications of each chemical including the MSDS sheets, quality test reports from manufacturer and standards with which they comply. The minimum applicable standard is API/ BIS.

- a) The Contractor shall provide a suitable testing laboratory with adequate testing equipment, chemicals and reagents to carry out a full check of untreated and treated water.
- b) A complete list of equipment and materials that Contractor can provide should be annexed to the Tender. The standard price table for the materials and equipment shall be attached with the Price Bid with applicable discounts.
- c) The Contractor shall comply fully with applicable environmental national and local laws, regulations and practices.
- d) The Contractor shall be able to provide all equipment's, labour and materials and services specified herein or in the compensation schedule. Contractor shall be solely responsible for the operation of Contractor's equipment including but not limited to the rigging up, testing, running and rigging down thereof.

## **8.0 PERSONNEL**

**8.1** Contractor shall provide the following personnel for running and maintenance of the DWM system.

|                              |                                              |
|------------------------------|----------------------------------------------|
| Waste Management Supervisor: | 1 (one) Nos.                                 |
| Waste Management Operators:  | 2 (two) Nos. (12 hour/operator for 24 hours) |
| Unskilled personnel:         | 4 (Four) Nos. (At Contractor's Cost)         |

**8.2** One qualified, skilled and experienced Waste Management Supervisor, who must have 5 (five) years of experience in effluent treatment process and running all types of effluent treatment systems. The Waste Management Operators should have minimum of 3(three) years of experience in similar system, shall be required to work back-to-back on a **28 (Twenty-eight)** days on-off basis. The Waste Management Operators shall be responsible for, but not be limited to the following:

- i) Optimise chemical dosages required for effluent treatment process.
- ii) Perform daily checks of treated water, at least thrice a day and more often as required by operations and report them in a standard format as mutually agreed by the Company and the Contractor.
- iii) Run, maintain and manage the DWM system.
- iv) Maintain a stock of inventory of DWM related chemicals on the rig site and ensure that adequate stock is available to maintain and run the DWM system as per operational requirement.
- v) Shall be able to run the filtration units if required during well completion operations/ production testing.
- vi) Contractor will remove and replace in a reasonable time not more than **72 hours** at the Contractors expense any of the Contractors personnel if Company so requests in writing setting out grounds for its requirement.

**8.3** Career resumes of Contractor's proposed Supervisor / Engineer as minimum, full details of qualifications, years of relevant experience, previous employment and responsibilities.

## **9.0 REPORTING**

**9.1** DWM Supervisor / Operator is required to prepare and submit daily operations reports to the onsite Chemist / Company's Representative indicating 24 hours operation details, volume of effluent processed, chemical consumption etc.

**9.2** A detailed end of well report should be prepared and submitted to the OIL Chemist / Company's Representative within 15 days after the end of the well. This recap should include a minimum of the following for each hole section:

- a) Services performed;
- b) Performance of equipment;
- c) Chemicals/Consumables used;
- d) Downtime occurred;
- e) Conclusions and recommendations;

## **10.0 TECHNICAL SUPPORT**

**10.1** Technical support shall include but not be limited to:

- a) To provide effluent testing facilities in a laboratory near by the operational area.
- b) Pilot test and optimise chemical dosage in de-watering process based on suggestions from the Company and contractor personnel.
- c) The Contractor should supply details and location of their supply base facilities.
- d) The Contractor shall make available to the Company in as much as it is not constrained by agreements of confidentiality, details of any ongoing research and development activities that it is undertaking and which may be relevant to the company's operation.

**10.2** The Contractor is required to mobilise all its equipment and manpower to the company's first well site as indicated by the Company in LOA. Contractor will arrange appropriate logistics for the supply of consumable items required over the course of the project.

**10.3** All lifting and load bearing equipment of the Contractor shall be certified prior to use and all relevant certification shall be available for inspection. All toolboxes and containers must be sent with appropriate slings and maintain a record of it with equipment for future supervision, if warrants.

## **11.0 SAFETY, HEALTH AND ENVIRONMENT GUIDELINES FOR ME&DWM SERVICES:**

**11.1** Contractor shall ensure safe conditions and methods of work, and maintain the same throughout the period of Contract. Contractor shall carry out all activities in accordance with the highest international standards of the oil and gas industry, ensure safe conditions and methods of work and maintain the same for the entire period of contract.

**11.2** Contractor shall comply with the applicable environmental laws, statutory regulations and practices, mines act and is required to perform work so as to minimize the generation of hazardous waste to the extent technically feasible.

**11.3** The Mud Engineers and other personnel to be deployed at site by the Contractor must wear approved PPE as per international practice and perform duty in accordance with Contractor's own HSE policy. In addition to above, Contractor's personnel at well site must



comply with Company's internal HSE policy.

**11.4** Contractor must furnish the OIL with contact telephone numbers (work and home contact number/mobile number where appropriate) of all principal and approved personnel involved in the contract. Contractor will be required to supply their personnel with protective equipment and work gear and ensure OIL that the personnel provided by the contractor have the following PPE:

- Safety Helmet
- Safety Boots
- Coveralls
- Wet Weather Gear
- Protective Gloves
- Hearing Protection
- Eye Protection

**11.5** DELETED.

**SUGGESTED MUD POLICY**

| <b>Tentative 3-Stage Casing Policy for 2000 m Wells</b> |                |                                                    |                             |                       |
|---------------------------------------------------------|----------------|----------------------------------------------------|-----------------------------|-----------------------|
| Hole/Casing size (inch)                                 | Shoe depth (m) | Mud type                                           | Estimated mud density (Pcf) | Estimated BHT (deg C) |
| 17 ½ / 13 ¾                                             | 325            | Bentonite Gel Spud Mud                             | 66-68 Pcf                   | Normal                |
| 12 ¼ / 9 ⅝                                              | 800            | K <sub>2</sub> SO <sub>4</sub> -PHPA-Polymer Mud   | 68-70 Pcf                   | Normal gradient       |
| 8 ½ / 5 ½                                               | 2000           | K <sub>2</sub> SO <sub>4</sub> -Glycol-Polymer Mud | 70-72 Pcf                   | 60 to 80 Deg C        |

| <b>Tentative 3-Stage Casing Policy for 2500m Wells</b> |                |                                                    |                             |                       |
|--------------------------------------------------------|----------------|----------------------------------------------------|-----------------------------|-----------------------|
| Hole/Casing size (inch)                                | Shoe depth (m) | Mud type                                           | Estimated mud density (Pcf) | Estimated BHT (deg C) |
| 17 ½ / 13 ¾                                            | 325            | Bentonite Gel Spud Mud                             | 66-68 Pcf                   | Normal                |
| 12 ¼ / 9 ⅝                                             | 1200           | K <sub>2</sub> SO <sub>4</sub> -PHPA-Polymer Mud   | 68-70 Pcf                   | Normal gradient       |
| 8 ½ / 5 ½                                              | 2500           | K <sub>2</sub> SO <sub>4</sub> -Glycol-Polymer Mud | 70-72 Pcf                   | 60 to 80 Deg C        |

| <b>Tentative 3-Stage Casing Policy for 3500m Wells</b> |                |                                                              |                             |                       |
|--------------------------------------------------------|----------------|--------------------------------------------------------------|-----------------------------|-----------------------|
| Hole/Casing size (inch)                                | Shoe depth (m) | Mud type                                                     | Estimated mud density (Pcf) | Estimated BHT (deg C) |
| 17 ½ / 13 ¾                                            | 325            | Bentonite Gel Spud Mud                                       | 66-68 Pcf                   | Normal                |
| 12 ¼ / 9 ⅝                                             | 1600           | K <sub>2</sub> SO <sub>4</sub> -PHPA- Glycol-Polymer Mud     | 68-74 Pcf                   | Normal gradient       |
| 8 ½ / 5 ½                                              | 3500           | K <sub>2</sub> SO <sub>4</sub> -Polyamine-Glycol-Polymer Mud | 74-80 Pcf                   | 60 to 100 Deg C       |

| <b>Tentative 4-Stages Casing Policy for 4500m Wells</b> |                |                                                              |                             |                       |
|---------------------------------------------------------|----------------|--------------------------------------------------------------|-----------------------------|-----------------------|
| Hole/Casing size (inch)                                 | Shoe depth (m) | Mud type                                                     | Estimated mud density (Pcf) | Estimated BHT (Deg C) |
| 26 / 20                                                 | 325            | Bentonite Gel Spud Mud                                       | 66-68 Pcf                   | Normal                |
| 17 ½ / 13 ¾                                             | 1800m          | K <sub>2</sub> SO <sub>4</sub> -PHPA- Glycol-Polymer Mud     | 68-74 Pcf                   | Normal gradient       |
| 12 ¼ / 9 ⅝                                              | 3500m          | K <sub>2</sub> SO <sub>4</sub> -Polyamine-Glycol-Polymer Mud | 74-80 Pcf                   | 60 to 100 deg C       |
| 8 ½ / 5 ½                                               | 4500m          | K <sub>2</sub> SO <sub>4</sub> -PolyAmine-Polyol-Polymer Mud | 80-90 Pcf                   | 80 to 100 deg C       |

**LABORATORY EQUIPMENT**

| <b>Sl. No.</b> | <b>Items</b>                                                                              | <b>Qty.</b>                         |
|----------------|-------------------------------------------------------------------------------------------|-------------------------------------|
| 1              | Fann VG Meter 6 speed                                                                     | 2                                   |
| 2              | API Filter Press                                                                          | 1                                   |
| 3              | Marsh Funnel with Cup                                                                     | 3                                   |
| 4              | API Mud Balance with Mud Cup                                                              | 3                                   |
| 5              | API Sand Content Apparatus                                                                | 2                                   |
| 6              | Hamilton Beach Mixer                                                                      | 2                                   |
| 7              | Oil Water Retort Kit                                                                      | 1                                   |
| 8              | Mud Filtrate Test Kit                                                                     | 1                                   |
| 9              | Methylene Blue Test Kit                                                                   | 1                                   |
| 10             | Thermometer                                                                               | 2                                   |
| 11             | Hot Plate                                                                                 | 1                                   |
| 12             | pH Meter and pH strips                                                                    | 2pH Meter & 10 packets of pH Strips |
| 13             | Lubricity tester                                                                          | 1                                   |
| 14             | Pressurized Mud Balance                                                                   | 1                                   |
| 15             | Glycol/Polyol testing apparatus for cloud point and concentration determination in mud.   | 1                                   |
| 16             | Polyamine testing Apparatus with reagents for determination of Amine concentration in mud | 1                                   |
| 17             | PHPA testing apparatus with reagent for determination of PHPA concentration in mud        | 1                                   |
| 18             | Nephelometric Turbidity Unit (NTU) meter for turbidity test of brine                      | 1                                   |
| 19             | K <sup>+</sup> ion Concentration test apparatus                                           | 1                                   |
| 20             | Glassware, Reagents, Distilled water                                                      | As per Requirement                  |

**DWM PACKAGE AND SERVICES**

|                                                                                          | <b>Item</b> | <b>Description</b>                                                                                                                                                                                                                                                                                                                               | <b>Unit</b> | <b>Qty.</b> |
|------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| <b>UNIT-1<br/>(ETP<br/>Service<br/>with<br/>attached<br/>RO<br/>system)</b>              | I           | <b>Floating Oil Skimmer Unit</b><br>Complete with Polypropylene Frame, 1" Discharge Pump (double diaphragm) and Control Valves with Oil Filter Kit.                                                                                                                                                                                              | No          | 1           |
|                                                                                          | II          | <b>Pump</b> to lift effluent from pit                                                                                                                                                                                                                                                                                                            | No          | 1           |
|                                                                                          | III         | <b>Storage tank with agitator</b> (Cap:150 bbl.)                                                                                                                                                                                                                                                                                                 | No          | 1           |
|                                                                                          | IV          | <b>Centrifuge</b><br>Centrifuge completes with mono pump with required drive ( <b>fully hydraulic drive or Variable Frequency Drive or Fixed Drive</b> ) meeting all performance criteria is required. The unit shall be capable of speed up to 2500 RPM and utilizes a 14" bowl with a minimum processing capacity of <b>50m3/day or above.</b> | No          | 1           |
|                                                                                          | V           | Skid mounted <b>flocculation unit</b> complete with an agitated flocculants mixing tank with fish eye removal device, adjustable-rate dosing pump, Static mixer for blending injected fluids and explosion proof control panel for controlling all the equipment.                                                                                | No          | 1           |
|                                                                                          | VI          | Chemical Dosing Tanks with agitators and dosing pumps                                                                                                                                                                                                                                                                                            | Set         | 1           |
|                                                                                          | VII         | Suitable Diesel generator set/sets sufficient to run all the DWM equipment independent of rig power supply.                                                                                                                                                                                                                                      | No          | 1           |
| <b>UNIT-2<br/>(Brine<br/>Filtration<br/>Service)<br/>(ON<br/>CALL<br/>OUT<br/>BASIS)</b> | VI          | <b>Dual pod filter unit.</b> Each pod can utilize <b>minimum 50</b> absolute cartridge filters or Oil Clog Cartridge's for solids or oil removal. This unit is to be provided as a final "polishing" filter of requisite filtration cartridge.                                                                                                   | No          | 1           |
|                                                                                          | VII         | <b>Centrifugal pump</b> to feed the dual pod filter unit.                                                                                                                                                                                                                                                                                        | No          | 1           |

**DWM PAKEGE CONSUMABLES (UNIT-1 & UNIT-2)**

| <b>Item</b> | <b>Consumables</b>                                                                                                  | <b>UNIT</b> | <b>QTY</b> |
|-------------|---------------------------------------------------------------------------------------------------------------------|-------------|------------|
| 1           | 5-micron absolute Cartridges                                                                                        | No.         |            |
| 2           | 10-micron absolute Cartridges                                                                                       | No.         |            |
| 3           | 25-micron bag filters                                                                                               | No.         |            |
| 4           | 40-micron bag filters                                                                                               | No.         |            |
| 5           | 2-micron absolute Cartridges                                                                                        | No.         |            |
| 6           | Chemicals for flocculation (Indicate cost / kg;<br>imported or Indian)<br>Flocculants<br>Coagulant-1<br>Coagulant-2 | MT          |            |

These are general equipment required for Drilling Waste Management Service. Vendor / bidder has to optimise the chemicals treatment and process system of the client based on lab studies in his laboratory (India / abroad) based on actual effluent encountered at well site.

#### **APPENDIX -IV**

Oil and gas drilling and processing facilities, situated on land and away from saline water sink, may opt for disposal of treated water by onshore disposal. For on-shore disposal, the permissible limits are given below:

| <b>Sl. No.</b> | <b>Parameter</b>       | <b>On-shore discharge<br/>(Not to exceed) as per Odisha<br/>Pollution Control Board norm or its<br/>subsequent amendment from time to<br/>time.</b> |
|----------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| 1              | pH                     | 5.5 -9.0                                                                                                                                            |
| 2              | Temperature            | 40°C                                                                                                                                                |
| 3              | Suspended solids       | 100 mg/l                                                                                                                                            |
| 4              | Zinc                   | 2 mg/l                                                                                                                                              |
| 5              | BOD at 27oC for 3 days | 30 mg/l                                                                                                                                             |
| 6              | COD                    | 100 mg/l                                                                                                                                            |
| 7              | Chlorides              | 600 mg/l                                                                                                                                            |
| 8              | Sulphates              | 1000 mg/l                                                                                                                                           |
| 9              | Total Dissolved Solids | 2100 mg/                                                                                                                                            |
| 10             | % Sodium               | 60 mg/l                                                                                                                                             |
| 11             | Oil & grease           | 10 mg/l                                                                                                                                             |
| 12             | Phenolics              | 1.2 mg/l                                                                                                                                            |
| 13             | Cyanides               | 0.2 mg/l                                                                                                                                            |
| 14             | Flourides              | 1.5 mg/l                                                                                                                                            |
| 15             | Sulphides              | 2.0 mg/l                                                                                                                                            |
| 16             | Chromium (hexavalent)  | 0.1 mg/l                                                                                                                                            |
| 17             | Chromium (Total)       | 1.0 mg/l                                                                                                                                            |
| 18             | Copper                 | 0.2 mg/l                                                                                                                                            |
| 19             | Lead                   | 0.1 mg/l                                                                                                                                            |
| 20             | Mercury                | 0.01 mg/l                                                                                                                                           |
| 21             | Nickel                 | 3.0 mg/l                                                                                                                                            |

**MUD POLICY AND MUD FORMULATION:****A. MUD POLICY:**

As explained In Appendix-I, Section-II

**B. MUD FORMULATION:****a) TENTATIVE MUD CHEMICALS & MUD PARAMETERS REQUIRED TO BE MAINTAINED IN THE WELL HAVING 3- STAGE CASING POLICY**

The mud system should have the following parameters with specified Chemicals as given below.

**Mud System used for 17 1/2 inch Hole Section in 3-Stage Casing Policy well**

| <b>Fluid Properties</b>                | <b>Parameters</b>  |
|----------------------------------------|--------------------|
| Mud Weight(ppg)                        | 8.6-9(max)         |
| API fluid Loss(ml/30min)               | 15(max)            |
| PV,cp                                  | ≥5                 |
| YP,lbs/100Sq Ft                        | 20-25              |
| pH                                     | 8.5-9.5            |
| <b>Chemicals required for Spud Mud</b> |                    |
| <b>Chemicals</b>                       | <b>Dose%</b>       |
| Bentonite                              | As per requirement |
| Barite                                 | As per Requirement |
| Caustic Soda                           | As per requirement |
| Drilling Detergent                     | 0.2% approx.       |
| CMC(LV)                                | 0.5%(Max)          |
| CMC(HVG)                               | 0.5%(Max)          |

**Mud System used for 12 ¼ inch Hole Section in 3-Stage Casing Policy well**

| <b>Fluid Properties</b>                                                         | <b>Parameters</b>  |
|---------------------------------------------------------------------------------|--------------------|
| Mud Weight(ppg)                                                                 | 8.6-9.6(max)       |
| API fluid Loss(ml/30min)                                                        | 15(max)            |
| PV,cp                                                                           | ≥5                 |
| YP,lbs/100Sq Ft                                                                 | ≥20                |
| pH                                                                              | 8.5-9.5            |
| <b>Chemicals required for Potassium Sulphate-PHPA-Glycol-Polymer Mud System</b> |                    |
| <b>Chemicals</b>                                                                | <b>Dose%</b>       |
| Bentonite                                                                       | As per requirement |
| Barite                                                                          | As per Requirement |
| Caustic Soda                                                                    | As per requirement |
| Drilling Detergent                                                              | 0.2% approx        |
| K <sub>2</sub> SO <sub>4</sub>                                                  | 3% (fixed)         |
| PHPA                                                                            | 0.3% (fixed)       |

|                     |                    |
|---------------------|--------------------|
| Glycol              | 3% (fixed)         |
| PAC(LV)             | 0.5% to 1%         |
| XC Polymer          | 0.1% (minimum)     |
| Soda Ash            | As per requirement |
| Sulphonated Asphalt | As per requirement |
| EP Lube             | 0.5% (max)         |
| Oxygen Scavenger    | 0.05% (minimum)    |
| Biocide             | 0.05% (fixed)      |

**Mud System used for 8 ½ inch Hole Section in 3-Stage Casing Policy well**

| Fluid Properties                                                                     | Parameters         |
|--------------------------------------------------------------------------------------|--------------------|
| Mud Weight(ppg)                                                                      | 10 (max)           |
| API fluid Loss(ml/30min)                                                             | 5.0 (max)          |
| PV,cp                                                                                | 30 (max)           |
| YP, (lbs/100ft <sup>2</sup> )                                                        | 20-35              |
| Gel 0/10 (lbs/100ft <sup>2</sup> )                                                   | 5-10/8-20          |
| pH                                                                                   | 8.5-9.5            |
| <b>Chemicals required for Potassium Sulphate-Polyamine-Glycol-Polymer Mud System</b> |                    |
| Chemicals                                                                            | Dose%              |
| Bentonite                                                                            | As per requirement |
| Barite                                                                               | As per Requirement |
| Caustic Soda                                                                         | As per requirement |
| Drilling Detergent                                                                   | 0.2% approx.       |
| K <sub>2</sub> SO <sub>4</sub>                                                       | 3% fixed           |
| Starch % w/v                                                                         | 0.5% (max)         |
| Glycol                                                                               | 3% (fixed)         |
| PAC(LV)                                                                              | 0.5% to 1%         |
| XC Polymer                                                                           | 0.1% (minimum)     |
| Soda Ash                                                                             | As per requirement |
| EP Lube                                                                              | 0.5% (max)         |
| Oxygen Scavenger                                                                     | 0.05 (minimum)     |
| Biocide                                                                              | 0.05 (fixed)       |
| Micronized Calcium Carbonate (% w/v)                                                 | As per requirement |
| Polyamine (%)                                                                        | 3% to 4%           |

**b) TENTATIVE MUD CHEMICALS & MUD PARAMETRS REQUIRED TO BE MAINTAINED IN THE WELL HAVING 4- STAGE CASING POLICY.**

The mud system should have the following parameters with specified Chemicals as given below.

**Mud System used for 26-inch Hole Section in 4-Stage Casing Policy well**

| Fluid Properties         | Parameters |
|--------------------------|------------|
| Mud Weight(ppg)          | 8.6-8.8    |
| API fluid Loss(ml/30min) | 15 (max)   |
| PV,cp                    | ≥5         |
| YP,lbs/100Sq Ft          | ≥20        |



|                                        |                    |
|----------------------------------------|--------------------|
| pH                                     | 8.5-9.5            |
| <b>Chemicals required for Spud Mud</b> |                    |
| <b>Chemicals</b>                       | <b>Dose%</b>       |
| Bentonite                              | As per requirement |
| Barite                                 | As per Requirement |
| Caustic Soda                           | As per requirement |
| Drilling Detergent                     | 0.2% approx.       |

**Mud System used for 17 ½ inch Hole Section in 4-Stage Casing Policy well**

|                                                                                 |                    |
|---------------------------------------------------------------------------------|--------------------|
| <b>Fluid Properties</b>                                                         | <b>Parameters</b>  |
| Mud Weight(ppg)                                                                 | 8.8-9.0            |
| API fluid Loss(ml/30min)                                                        | 15 (max)           |
| PV,cp                                                                           | ≥5                 |
| YP,lbs/100Sq Ft                                                                 | ≥20                |
| pH                                                                              | 8.5-9.5            |
| <b>Chemicals required for Potassium Sulphate-PHPA-Glycol-Polymer Mud System</b> |                    |
| <b>Chemicals</b>                                                                | <b>Dosages</b>     |
| Bentonite                                                                       | As per requirement |
| Barite                                                                          | As per Requirement |
| Caustic Soda                                                                    | As per requirement |
| Drilling Detergent                                                              | 0.2% approx.       |
| K <sub>2</sub> SO <sub>4</sub>                                                  | 3% (fixed)         |
| PHPA                                                                            | 0.3% (fixed)       |
| Glycol                                                                          | 3% (fixed)         |
| PAC(LV)                                                                         | 0.5% to 1%         |
| XC Polymer                                                                      | 0.1% (minimum)     |
| Soda Ash                                                                        | As per requirement |
| Sulphonated Asphalt                                                             | As per requirement |
| EP Lube                                                                         | 0.5% (max)         |
| Oxygen Scavenger                                                                | 0.05 (minimum)     |
| Biocide                                                                         | 0.05 (fixed)       |

**Mud System used for 12 ¼ inch Hole Section in 4-stage Casing Policy well**

|                                                                                      |                    |
|--------------------------------------------------------------------------------------|--------------------|
| <b>Fluid Properties</b>                                                              | <b>Parameters</b>  |
| Mud Weight(ppg)                                                                      | As per requirement |
| API fluid Loss(ml/30min)                                                             | 5.0 (max)          |
| PV,cPs                                                                               | 25 (max)           |
| YP, (lbs/100ft <sup>2</sup> )                                                        | 20-35              |
| Gel 0/10 (lbs/100ft <sup>2</sup> )                                                   | 5-10/6-16          |
| pH                                                                                   | 8.5-9.5            |
| <b>Chemicals required for Potassium Sulphate-Polyamine-Glycol-Polymer Mud System</b> |                    |
| <b>Chemicals</b>                                                                     | <b>Dose%</b>       |
| Bentonite                                                                            | As per requirement |
| Barite                                                                               | As per Requirement |
| Caustic Soda                                                                         | As per requirement |
| Drilling Detergent                                                                   | 0.2% approx.       |
| K <sub>2</sub> SO <sub>4</sub>                                                       | 3% (fixed)         |
| PHPA                                                                                 | 0.3% (fixed)       |

|                     |                    |
|---------------------|--------------------|
| Glycol              | 3% (fixed)         |
| PAC(LV)             | 0.5% to 1%         |
| XC Polymer          | 0.1% (minimum)     |
| Soda Ash            | As per requirement |
| Sulphonated Asphalt | As per requirement |
| EP Lube             | 0.5% (max)         |
| Oxygen Scavenger    | 0.05 (minimum)     |
| Biocide             | 0.05 (fixed)       |
| Polyamine (%)       | 3% to 4% (max)     |

**Mud System used for 8 ½ inch Hole Section in 4-Stage Casing Policy well**

| Fluid Properties                                                                     | Parameters         |
|--------------------------------------------------------------------------------------|--------------------|
| Mud Weight(ppg)                                                                      | As per requirement |
| API fluid Loss(ml/30min)                                                             | 5.0 (max)          |
| PV,cPs                                                                               | 30 (max)           |
| YP, (lbs/100ft <sup>2</sup> )                                                        | 20-35              |
| Gel 0/10 (lbs/100ft <sup>2</sup> )                                                   | 5-10/8-20          |
| pH                                                                                   | 8.5-9.5            |
| <b>Chemicals required for Potassium Sulphate-Polyamine-Polyol-Polymer Mud System</b> |                    |
| Chemicals                                                                            | Dose%              |
| Bentonite                                                                            | As per requirement |
| Barite/Calcium Carbonate                                                             | As per Requirement |
| Caustic Soda                                                                         | As per requirement |
| Drilling Detergent                                                                   | 0.2% approx.       |
| K <sub>2</sub> SO <sub>4</sub>                                                       | 3% - 4%(Max)       |
| Starch %w/v(Pre Gelatinized Starch)                                                  | 0.5% (Max)         |
| Polyol                                                                               | 3% (Max)           |
| PAC(R)                                                                               | 0.5% to 1%         |
| XC Polymer                                                                           | 0.2 to 0.5 %       |
| Soda Ash                                                                             | As per requirement |
| EP Lube                                                                              | 0.5%(max)          |
| Oxygen Scavenger                                                                     | 0.05(minimum)      |
| Biocide                                                                              | 0.05(fixed)        |
| Polyamine (%)                                                                        | 3% to 4%(Max)      |
|                                                                                      |                    |
|                                                                                      |                    |
|                                                                                      |                    |

**Note to Bidders:**

1. The mud parameters of specific mud systems are indicative only and shall be maintained as per requirements of downhole conditions for the drilling of a good quality well bore.
2. The Mud volume, Casing Policy and quantity of chemicals specified in the tender document are exclusively for price bid evaluation purpose only. The actual volume and consumption of chemicals may vary in the field condition and from well to well.
3. Dosages of chemicals indicated in the bid against mud system, are for evaluation purpose only. However, Dosages of different chemicals are to be maintained as per real time situation/condition of the well bore.

**C. MUD PROPERTIES AND PARAMETERS:**

(To be indicated by the Bidder as per formulation provided for 26 inch, 17 ½ inch, 12 ¼ inch and 8 ½ inch hole sections)

| Sl. No. | Mud property                                                   | Unit                    | Laboratory Testing                  |                           | Remarks |
|---------|----------------------------------------------------------------|-------------------------|-------------------------------------|---------------------------|---------|
|         |                                                                |                         | Before Hot roll at Room temperature | After Hot Roll at 100DegC |         |
| 1       | Mud weight                                                     | ppg/pcf                 |                                     |                           |         |
| 2       | Plastic Viscosity                                              | cp                      |                                     |                           |         |
| 3       | Yield Point                                                    | lbs/100 ft <sup>2</sup> |                                     |                           |         |
| 4       | 10s Gel.                                                       | lbs/100 ft <sup>2</sup> |                                     |                           |         |
| 5       | 10m Gel                                                        | lbs/100 ft <sup>2</sup> |                                     |                           |         |
| 6       | API filtration loss/Cake                                       | cc                      |                                     |                           |         |
| 7       | pH                                                             |                         |                                     |                           |         |
| 8       | Sand %                                                         | vol                     |                                     |                           |         |
| 9       | Lubricity Coefficient                                          |                         |                                     |                           |         |
| 10      | Solids uncorrected                                             |                         |                                     |                           |         |
| 11      | K <sub>2</sub> SO <sub>4</sub> concentration as K <sup>+</sup> | % age                   |                                     |                           |         |
| 12      | Alkalinity                                                     | ppm                     |                                     |                           |         |
| 13      | Carbonate                                                      | ppm                     |                                     |                           |         |
| 14      | Bicarbonate                                                    | ppm                     |                                     |                           |         |
| 15      | Chloride                                                       | ppm                     |                                     |                           |         |
| 16      | Amine Concentration                                            | % age                   |                                     |                           |         |
| 17      | Cloud point of Glycol/ Polyol                                  | Degree C                |                                     |                           |         |
| 18      | K <sup>+</sup> ion Concentration                               | %                       |                                     |                           |         |
| 19      | Any other test required at well site                           |                         |                                     |                           |         |

**TABLE-II****FULL LIST OF MUD CHEMICAL AND BRINE CHEMICALS**

| <b>Sl. No.</b>                          | <b>Name of chemical</b>                    | <b>Brand name</b> | <b>Country of origin</b> | <b>Unit of supply</b> | <b>Specs enclosed Yes/No</b> | <b>MSDS enclosed Yes/No</b> |
|-----------------------------------------|--------------------------------------------|-------------------|--------------------------|-----------------------|------------------------------|-----------------------------|
| <b>Regular Chemicals</b>                |                                            |                   |                          |                       |                              |                             |
| 1                                       | Bentonite (50kg Bag)                       |                   |                          |                       |                              |                             |
| 2                                       | Bentonite (Jumbo Bag 1.0MT)                |                   |                          |                       |                              |                             |
| 3                                       | Barite(50Kgbag)                            |                   |                          |                       |                              |                             |
| 4                                       | Barite (Jumbo Bag 1.5MT)                   |                   |                          |                       |                              |                             |
| 5                                       | Soda Ash                                   |                   |                          |                       |                              |                             |
| 6                                       | Potassium Sulphate                         |                   |                          |                       |                              |                             |
| 7                                       | KOH                                        |                   |                          |                       |                              |                             |
| 8                                       | CMC-LVG                                    |                   |                          |                       |                              |                             |
| 9                                       | PAC-SL                                     |                   |                          |                       |                              |                             |
| 10                                      | PAC-R                                      |                   |                          |                       |                              |                             |
| 11                                      | XC-Polymer                                 |                   |                          |                       |                              |                             |
| 12                                      | PHPA                                       |                   |                          |                       |                              |                             |
| 13                                      | Sulphonated Asphalt                        |                   |                          |                       |                              |                             |
| 14                                      | Micronized Calcium Carbonate (F/M/C grade) |                   |                          |                       |                              |                             |
| 15                                      | CP-Glycol                                  |                   |                          |                       |                              |                             |
| 16                                      | Biocide (Formaline)                        |                   |                          |                       |                              |                             |
| 17                                      | Drilling Detergent                         |                   |                          |                       |                              |                             |
| 18                                      | Linseed Oil                                |                   |                          |                       |                              |                             |
| 19                                      | CMC-HVG                                    |                   |                          |                       |                              |                             |
| 20                                      | Resinex                                    |                   |                          |                       |                              |                             |
| 21                                      | CFLS                                       |                   |                          |                       |                              |                             |
| 22                                      | Caustic Soda                               |                   |                          |                       |                              |                             |
| 23                                      | Polyamine                                  |                   |                          |                       |                              |                             |
| 24                                      | Polyol                                     |                   |                          |                       |                              |                             |
| 25                                      | Geltex/Gurgam                              |                   |                          |                       |                              |                             |
| 26                                      | EP-lube                                    |                   |                          |                       |                              |                             |
| 27                                      | Sodium Bicarbonate                         |                   |                          |                       |                              |                             |
| <b>Contingency/ Insurance Chemicals</b> |                                            |                   |                          |                       |                              |                             |
| 28                                      | Pipelax                                    |                   |                          |                       |                              |                             |
| 29                                      | Mica                                       |                   |                          |                       |                              |                             |

|                                   |                                  |  |  |  |  |  |
|-----------------------------------|----------------------------------|--|--|--|--|--|
| 30                                | Saw dust                         |  |  |  |  |  |
| 31                                | Jel Flakes                       |  |  |  |  |  |
| 32                                | Walnut shell                     |  |  |  |  |  |
| 33                                | SAPP                             |  |  |  |  |  |
| 34                                | Teepol                           |  |  |  |  |  |
| 35                                | Lime                             |  |  |  |  |  |
| 36                                | Defoamer (Octyl alcohol)         |  |  |  |  |  |
| 37                                | Citric Acid                      |  |  |  |  |  |
| 38                                | Starch(PGS)                      |  |  |  |  |  |
| 39                                | Any Other Chemicals              |  |  |  |  |  |
| <b>Brine/Completion Chemicals</b> |                                  |  |  |  |  |  |
| 40                                | Oxygen Scavenger                 |  |  |  |  |  |
| 41                                | Zinc Carbonate (H2S Scavenger)   |  |  |  |  |  |
| 42                                | Corrosion Inhibitor (Amine base) |  |  |  |  |  |
| 43                                | Sodium Formate                   |  |  |  |  |  |
| 44                                | Potassium Chloride               |  |  |  |  |  |
| 45                                | Potassium Formate                |  |  |  |  |  |

**NOTE TO BIDDER: THE PRICES OF ALL THE MUD CHEMICALS, CONTINGENCY/ INSURANCE CHEMICALS, BRINE CHEMICALS/ COMPLETION CHEMICALS, MENTIONED IN THE ABOVE LIST WILL BE CONSIDERED DURING PRICE BID EVALUATION.**

**TABLE –III**

**Contractor to provide the following information of proposed centrifuge for DWM Package:**

| <b>Centrifuge Data</b>                                                                                                                                               | <b>Response</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Overall Height (in)                                                                                                                                                  |                 |
| Overall Length (in)                                                                                                                                                  |                 |
| Overall Width (in)                                                                                                                                                   |                 |
| Weight (lbs)                                                                                                                                                         |                 |
| Bowl Size (in)                                                                                                                                                       |                 |
| Minimum Differential Conveyor Speed (rpm)                                                                                                                            |                 |
| Maximum Differential Conveyor Speed (rpm)                                                                                                                            |                 |
| Minimum speed (rpm)                                                                                                                                                  |                 |
| Maximum bowl speed (rpm)                                                                                                                                             |                 |
| Maximums G's                                                                                                                                                         |                 |
| Motor HP and power requirements                                                                                                                                      |                 |
| Separate speed control for bowl and conveyor? (Yes/No)                                                                                                               |                 |
| Pressure relief valves on hydraulic system? (Yes/No)                                                                                                                 |                 |
| Automatic shut-down for excessive torque? (Yes/No)                                                                                                                   |                 |
| Automatic shut-down for high vibration? (Yes/No)                                                                                                                     |                 |
| Automatic shut-down for low hydraulic fluid? (Yes/No)                                                                                                                |                 |
| Automatic shut-down for overheated hydraulic fluid? (Yes/No)                                                                                                         |                 |
| RPM readout on Bowl? (Yes/No)                                                                                                                                        |                 |
| RPM readout on Conveyor? (Yes/No)                                                                                                                                    |                 |
| Torque monitoring device (i.e., gauge) ? (Yes/No)                                                                                                                    |                 |
| Type of overtorque protection (shear pins or détente)                                                                                                                |                 |
| Emergency shut-down? (Yes/No)                                                                                                                                        |                 |
| Pack off protection (i.e, automatically adjusts feed pump if torque is excessive, automatically boosts conveyor speed before shutting down on high torque)? (Yes/No) |                 |
| Feed pump running indicator light? (Yes/No)                                                                                                                          |                 |
| Field replaceable wear inserts in high erosion areas? (Yes/No)                                                                                                       |                 |

**D. MOBILIZATION SCHEDULE:**

| <b>Particulars</b>                                                                                                             | <b>Mobilization Time</b>                                              |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Mobilization of tools, equipment, accessories, consumables & associated Services as per Scope of Work                          | Within 90 days from date of mobilization notice issued by the Company |
| Mobilization of Contractor's Personnel                                                                                         | Within 7 days from date of mobilization notice issued by the Company  |
| Mobilization of tools, equipment, accessories, consumables & associated Services as per Scope of Work on <b>Call-Out Basis</b> | Within 30 days from date of mobilization notice issued by the Company |
| Interim remobilization of tools, equipment, accessories, consumables & associated Services as per Scope of Work                | Within 30 days from date of mobilization notice issued by the Company |

**E. INSTALLATION/ DISMANTLING/ INTER LOCATION MOVEMENT/ DEMOBILISATION:**

- a) All tools/ equipment/ accessories/consumables shall be mobilized to first designated location. The equipment will be installed and made operational for carrying out assigned jobs.
- b) Entire set-up will be dismantled at the first well at the end of operation there.
- c) Inter location movement (ILM) of tools / equipment / accessories from first location to subsequent locations shall be the responsibility of the Contractor.
- d) The Contractor to demobilize all tools/equipment/accessories after completion of all jobs at the last location on receipt of Demobilization notice from the Company.

**F. SPECIFICATIONS OF SOME IMPORTANT CHEMICALS:**

**1. BENTONITE:**

**Specification:**

- 1. Physical Properties: The material as received should be in the form of fine light to greyish yellow buff or cream-colored powder, free from dirt and foreign matter.
- 2. Moisture Content, measured by drying at 105 +/- 2DegC to constant weight, % by mass, maximum.: 12.00
- 3. Sand Content, % by mass, max.: 2.00(retention on 200 B.S.S. mesh sieve or equivalent, by wet method).
- 4. Dry Screen Analysis, % by: 98.00 mass, min (passing through 100 B.S.S. mesh or equivalent by dry method).
- 5. Performance Test: Prepare a Bentonite suspension by mixing 7.5 gms of Bentonite per 100 ml distilled water. Stir the suspension in a multi-mixer for 15 minutes so that no lumps are left in the suspension after the stirring period. Age the suspension for 24hrs at 26 +/- 2 degC. After lapse of the aging period, stir the suspension for 15 minutes in a multi-mixer and then determine apparent viscosity, plastic viscosity and API fluid loss of the suspension at 26 +/- 2 degC which should be as follows.
  - i) Apparent viscosity, cp, min.: 15
  - ii) (ii) Plastic viscosity, cp, min.: 6
  - iii) API fluid loss, ml, maximum: 20
- 6. Packing: Brand new Double-Walled (DW) 50Kg moisture and water proof Poly propylene /HDPE coated 50Kg net per bags or 1.0MT net per Jumbo jute bag (Water proof) strong enough to withstand rigorous transit and storage.
- 7. Markings: Each bag should have clear legible markings as given bellow:
  - i) Name of the product.
  - ii) Name of the supplier/manufacturer.
  - iii) Date/Month/Year of manufacture.

## **2. BARYTES**

### **Specification**

1. Physical Properties: The material as received shall be white/light greyish white/light pinkish white free flowing powder, free from dirt and foreign matter.
2. Specific Gravity of material, as received, at 26 +/- 2 degC minimum: 4.15
3. Fineness:
  - a) Wet Screen Analysis - Passing through 75-micron sieve, (ISS 6/BSS 200/ASTM 200), %by mass, minimum: 97.00
  - b) Passing through 53-micron sieve, (ISS 5/ BSS 300/ASTM 270, % by mass: 90 +/-5
4. Insoluble Minus Silica % by mass, minimum.: 90.00
5. Water Soluble Content, % by mass, maximum: 0.02
6. Performance Test: Prepare a Bentonite suspension by mixing 7.5 gm of OIL / API approved Bentonite per 100 ml distilled water, Stir the suspension in a multimixer for 15 minutes so that no lumps are left in the suspension after the stirring period. Age the suspension for 24 hrs at 26 +/- 2 degC. After the lapse of the aging period, adjust the apparent viscosity of the suspension in the range of 15-20 cps with distilled water if necessary. Load the suspension with the Barytes sample as received, to 1.60 sp.gravity weight and stir in multimixer for 10 minutes. Measure apparent viscosity of mud so prepared at 26 +/- 2 degC. This should be as follows.
  - i) Apparent Viscosity, cp, maximum: 60.

**N.B.** Apparent viscosity to be measured by a Fann VG meter.

7. Packing: Brand new Double-Walled (DW) 50Kg moisture/water proof bags or 1.5MT Jumbo water proof jute bags strong enough to with stand rigorous transit and storage.
8. Markings: Each bag should have clear legible markings as given bellow:
  - i) Name of the product.
  - ii) Name of the supplier/manufacturer.
  - iii)Date/Month/Year of manufacture.

## **3. SODIUM HYDROXIDE (CAUSTIC SODA)**

### **Specification:**

1. Physical properties: The material, as received, should be in the form of flakes and should be free from dirt and foreign matter.
2. Purity as NaOH, as received, % by mass (minimum): 95.00.
3. Packing: The material should be packed in moisture proof HDPE bag with an insert of 300-gauge polythene bag and strong enough to with stand rigorous of transit and storage.
4. The material should be supplied in the original packing of manufacturer. Capacity 25 kg / 50 kg net per bag.
5. Marking: Each bag should have clear legible markings as given below:
  - i) Name of the product.
  - ii) Name of the supplier.
  - iii)Date/month/year of manufacture.



#### **4. GUARGUM/GELTEX**

##### **Specification:**

1. Physical Properties: The material, as received, should be white to creamish white free flowing powder, free from lumps and other impurities.

2. Moisture Content, measured by drying at 105 +/- 2DegC to constant weight, % by mass, maximum.: 15.00

3. pH range of 1% w/v of the sample: 6.5 – 7.5 distilled water at 26 +/-2 DegC.

##### **4. Dispersibility:**

i) in Bentonite suspension: Prepare a 3 % (w/v) bentonite suspension in distilled water using OIL approved bentonite and stir in a multi-mixer for 15 minutes. Add to it 1.5% (w/v) of the modified guar sample slowly while stirring in a multi-mixer and stir for 30 minutes. Dilute the suspension with water and pour the suspension on a 60 mesh BSS or equivalent sieve. Wash the mud on the sieve with a slow stream of water with gentle tapping. After all the mud has been washed away, note down whether any residue of the sample remains on the sieve or not.

The residue left on the 60 mesh BSS or equivalent sieve should not exceed 2.5 % with respect to the weight of the sample added.

##### **5. Apparent viscosity of suspension at 26 +/- 2 degC, cp:**

Prepare a 1.0 % (w/v) suspension of the modified guar gum sample in (i) distilled water, (ii) sea water, (iii) saturated salt water and (iv) 5 % CaCO<sub>3</sub> solution (maintain PH of Ca(CO)<sub>3</sub> solution at 9.8 to 10.0 before addition of sample) by stirring in multimixer for 30 minutes. Age the suspension as prepared above, for 30 minutes at 26 +/- 2 degC. After the lapse of the aging period, stir the suspensions for 5 minutes in multimixer, determine apparent viscosity in cp of the suspensions at 26 +/- 2 degC by Fann-VG Meter using Sub procedure ChemLab/Mud /Sub/Rheol/01

The apparent viscosity of the suspensions should be as follows:

- i) In distilled water, cp, minimum :65
- ii) In sea water, cp, minimum :65
- iii) In saturated salt water, cp, minimum :75
- iv) In Ca(CO)<sub>3</sub> solution, cp, minimum :65

6. Packing: The material should be packed in moisture proof multiply (minimum 5 ply) paper bags strong enough to withstand rigorous of transit and storage. Capacity 25 kg net per bag.

7. Markings: Each bag should have clear legible markings as given below.

- i) Name of the product
- ii) Name of the supplier
- iii) Data/month/year of manufacture.

**N.B.** Apparent viscosity to be measured by a Fann VG meter and API fluid loss to be measured in standard API fluid loss apparatus using compressed air on nitrogen as pressure source.

## **5. CARBOXY METHYL CELLULOSE, CMC (HVG)**

### **Specification**

1. Physical State: The material as received should be white to creamish coloured free flowing powder and free from lumps and visible extraneous impurities.
2. Moisture Content Measured by drying at 105 +/- 2 degC, % by mass, maximum: 10.00
3. Sodium Carboxy Methyl Cellulose content on dry basis, % by mass, minimum.: 55.00
4. Yield of 15 cp Apparent Viscosity Suspension: Prepare a 15cp apparent viscosity suspension of the sample by stirring in a multimixer for 30 minutes in distilled water and 3.5% salt water (prepared by dissolving 3.5-gram LR grade NaCl in 100 ml distilled water) and, calculate the yield of the sample which should be as follows:
  - a) Yield in distilled water, KL/MT,min. : 200
  - b) Yield in salt water, KL/MT, min. : 120
5. Packing: The material should be packed in moisture proof multiply (minimum 5 ply) strong paper bags enough to withstand the rigours of transit and storage. Capacity: 25 kg net per bags.
6. Marking: Each bag should have clear legible markings as follows:
  - i) Name of the product
  - ii) Name of the supplier
  - iii) Date/Month/Year of manufacture

**N.B.:** Apparent viscosity to be measured by a Fann VG meter.

## **6. CARBOXY METHYL CELLULOSE, CMC (LVG)**

### **Specification:**

1. Physical Properties: The material, as received, shall be white to creamish white free flowing powder free from dirt and foreign matter.
2. Moisture Content, measured by drying at 105 +/- 2 deg C. (%by mass), maximum.: 10.00
3. Apparent viscosity of 2 % (w/v) suspension of the material as received, in distilled water at 6 +/- 2 degC, cp, maximum: 30.00cp
4. Dry sieve analysis, retained in 8 BSS or equivalent mesh, % by mass: NIL
5. Degree of substitution minimum: 0.70
6. Sodium carboxymethyl Cellulose content, on dry basis, % by mass, minimum.: 55.00
7. Performance Test:
  - a) Preparation of base mud: Prepare a Bentonite suspension by mixing 7.5 gm of Bentonite per 100 ml of distilled water using a multimixer. Stir the suspension for 15 minutes so that no lumps are left after the stirring period. Age the suspension for 24 hrs at 26 +/- 2 degC. After the lapse of the aging period, stir the suspension again for 15 minutes in multimixer and measure apparent viscosity and API fluid loss of the suspension at 26 +/- 2 Deg C which should be as follows:
    - i) Apparent viscosity, cp, minimum.: 15
    - ii) API fluid loss, ml: 20 +/- 1
  - b) Preparation of treated mud: To the above Bentonite suspension prepared in 7(a), add 0.5 % of the CMC (LVG) sample (w/v), as received and stir in a multimixer for 30 minutes. Measure apparent viscosity and API fluid loss of this CMC (LVG) treated mud at 26 +/- 2 degC which should be as under.

i) Apparent viscosity, cp, max.: 2.5 times of 7(a) (i)

ii) API fluid loss, ml, max. : 40% of 7(a) (ii)

8. Packing: The material should be packed in moisture proof multiply (minimum 5 ply) paper bags strong enough to withstand rigorous of transit and storage. Capacity 25 kg net per bag.

9. Markings:

Each bag should have clear legible markings as given below.

i) Name of the product

ii) Name of the supplier

iii) Data/month/year of manufacture

**N.B.** Apparent viscosity to be measured by a Fann VG meter and API fluid loss to be measured in standard API fluid loss apparatus using compressed air on nitrogen as pressure source.

## **7. POLYANIONIC CELLULOSE- REGULAR GRADE (PAC-R)**

### **Specification:**

Physical Properties: The material, as received, should be a free-flowing white to creamish / brownish white powder free from foreign matter and visible impurities.

1. Moisture Content at 105 +/- 2 Deg C, % by mass, maximum: 15.00

2. Apparent viscosity of 1.0 % (w/v) suspension of the material as received in fresh water and 4% salt water. Prepare a 1 % (w/v) suspension of the sample by stirring in multimixer for 30 minutes in distilled water and, 4 % salt water (prepared by dissolving 4 gm of LR grade NaCl in 100 ml (distilled water) and measure apparent viscosity at 26 +/- 2 degC by Fann VG meter.

i) Apparent viscosity in fresh water, cp: 75-100

ii) Apparent viscosity in salt water, cp: 65-85

3. Yield of 15 cp apparent viscosity suspension: Prepare a 15-cp apparent viscosity suspension of the sample stirring in a multimixer for 30 minutes in distilled water and 4 % salt water (prepared by dissolving 4 gm of LR grade NaCl in 100ml distilled water) and calculate the yield of the sample which should be as follows.

i) Yield in distilled water, KL/MT, min.: 250

ii) Yield in 4 % salt water KL/MT, min.: 200

4. Sodium Carboxy Methyl Cellulose Content, % by mass (dry basis), minimum: 85.00

5. Degree of Substitution, minimum: 1.00

6. Performance Test:

### **A. In Fresh Water mud.**

i) Preparation of base mud: Prepare a 10 % (w/v) suspension of Bentonite in distilled water and stir the suspension for 15 minutes in a multimixer so that no lumps are left after the stirring period. Age the Bentonite suspension for 72 hrs at 90 +/- 2 degC. After the lapse of the aging period, cool and adjust apparent viscosity in the range 15-20 cp with distilled water. Also adjust pH in the range 9.0-9.5 with 10 % NaOH solution, if necessary. Stir the suspension for 15 minutes in multimixer and determine apparent viscosity, yield value and API fluid loss of the suspension at 26 +/- 2 DegC which should be as follows:

a) Apparent viscosity, cp: 15 - 20 cp.

b) Yield value, lbs/100 ftsq: To determine

c) (c) API fluid loss, ml: To determine

ii) Preparation of treated mud: Treat the base mud as per 7A (i) with 0.5% polyanionic cellulose (R) sample. Stir in a multimixer for 30 minutes and divide the mud into two parts.

Performance at 26 +/- 2 Deg C: Measure apparent viscosity, yield value and API fluid loss of one part of treated mud 7A (ii) at 26 +/- 2 degC which should be as follows:

- a) Apparent viscosity, cp minimum. : 4 times of 7A(i,a)
- b) Yield value, lb/100 ftsq. minimum: 4 times of 7A(i,b)
- c) API fluid loss, ml maximum.: 40 % of 7A(i,c)

Performance at 120 +/- 2 Deg C.: Age second part of treated mud 7A (ii) at 120 +/- 2 DegC in rolling condition for 24 hrs. After aging, cool to 26 +/- 2DegC and stir in a multimixer for 15 minutes and determine apparent viscosity, yield value and API fluid loss of the mud at 26 +/- 2 DegC which should be as follows:

- a) Apparent viscosity, cp minimum. : 3 times of 7A (i, a)
- b) Yield value, lb/100 sq.ft minimum.: 3 times of 7A (i,b)
- c) API fluid loss, ml, maximum.: 40 % of 7A (i,c)

## **B. In Salt Water Mud:**

i) Preparation of base mud:

Prepare 10 % (w/v) Bentonite suspension of Bentonite in distilled water and stir the suspension for 15 minutes in a multi-mixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs at 90 +/- 2 degC. After the lapse of aging period, cool and add 4% (w/v) NaCl (LR grade) and age for 24 hrs at 26 +/- 2 degC. Dilute the suspension with 4 % NaCl solution and adjust apparent viscosity in the range 15-20 cp. Adjust pH in the range of 9.0-9.5 with 10% NaOH solution if necessary. Determine apparent viscosity, yield value and, API fluid loss of the suspension at 26 +/- 2 degC which should be as follows:

- a) Apparent viscosity, cp: 15 - 20
- b) Yield value, lbs/100 ft sq.: To determine
- c) API fluid loss, ml : To determine

Treat the base mud prepared as per the 7B(i) with 0.5%(w/v) polyanionic cellulose (R) sample and stir in a multi-mixer for 30 minutes.

Performance at 26 +/- 2 degC.: Determine apparent viscosity, yield value and, API fluid loss of mud 7B(ii) above at 26 +/- 2 DegC which should be as follows:

- a) Apparent viscosity, cp minimum. : 2 times of 7B (i,a)
- b) Yield value, lb/100 ftsq minimum.: 1.5 times of 7B (i,b)
- c) API fluid loss, ml maximum.: 15 % of 7B(i,c)

7. Packing: The material should be packed in multiwalled paper bags with at least two innermost layers suitably water-proofed, strong enough to withstand rigorous of transit and storage. The material should be supplied in the original packing of the manufacture. Capacity 25 Kg net per bag.

8. Marking: Each bag should have clearly legible markings as given below:

- i) Name of the product.
- ii) Name of the supplier / manufacturer.
- iii) Date/Month/Year of manufacture.

**N.B:**

- 1) Apparent viscosity and yield point to be determined by a Fann VG meter and fluid loss by standard API low pressure fluid loss apparatus using compressed air or, nitrogen as the pressure source.
- 2) The Supplied Materials must meet OIL's specifications in all respect.

**8. POLYANIONIC CELLULOSE - SUPERLO GRADE (PAC-SL)**

**Specification:**

1. Physical Properties: The material, as received, should be a free-flowing white to creamish/brownish white powder free from foreign matter and visible impurities.
2. Moisture content, measured by drying at 105+/- 2 degC, % by mass, maximum.: 15.00
3. Apparent viscosity of 1.0% (w/v) suspension of the material, as received, in fresh water and 4% salt water:  
Prepare a 1% (w/v) suspension of the sample by stirring in a multimixer for 30 minutes in distilled water and 4% salt water (prepared by dissolving 4 gms of LR grade NaCl in 100 ml distilled water) and measure the apparent viscosity at 26+/- 2 degC by a Fann VG meter.
  - i) Apparent viscosity in fresh water, cp, max.: 20
  - ii) Apparent viscosity in salt water, cp, max.: 16
4. Yield of 15 cp apparent viscosity suspension:

Prepare a 15 cp apparent viscosity suspension of the sample by stirring in a multimixer for 30 minutes in distilled water and 4% saltwater (prepared by dissolving 4 gms of LR grade NaCl in 100 ml distilled water) and calculate the yield of the sample which should be as follows:

- i) Yield in distilled water, KL/MT, minimum: 100
- ii) Yield in 4% salt water, KL/MT, minimum: 80
5. Sodium carboxymethyl cellulose content, on dry basis, % by mass, (on dry basis), minimum.: 85.00
6. Degree of substitution, minimum: 1.00
7. Performance test:

**A. In fresh water mud:**

- i) Preparation of base mud: Prepare a 10.0% (w/v) suspension of Bentonite in distilled water and stir the suspension for 15 minutes in multimixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs at 90+/-2 degC. After the lapse of the aging period, cool and adjust apparent viscosity in the range of 15-20 cp with distilled water. Also adjust PH in the range of 9.0-9.5 with 10%NaOHsolution, if necessary. Stir the suspension for 15 minutes in multimixer and determine apparent viscosity, yield value and API fluid loss of the suspension at 26+/-2 degC which should be as follows:
  - a) Apparent viscosity, cp: 15-20
  - b) Yield value, lbs/100 ft sq: To determine
  - c) API fluid loss, ml: To determine
- ii) Preparation of treated mud: Treat the base mud 7A(i) with 0.5% (w/v) polyanionic cellulose (superlo grade) sample. Stir in a multimixer for 30 minutes and divide the mud into two parts.

Performance at 26+/- 2 degC: Measure apparent viscosity, yield value and API fluid loss of one part of the treated mud 7A (ii) at 26+/-2 degC which should be as follows.

- a) Apparent viscosity, cp, max.: 2.5 times of 7A, ia
- b) Yield value, lbs/100ftsq, max.: 1.5 times of 7A, ib
- c) API fluid loss, ml, max.: 50% of 7A, ic

Performance at 120+/-2 degC: Age second part of the treated mud 7A(ii) at 120 +/-2 degC in rolling condition for 24 hrs. After aging, cool to 26+/-2 degC and stir in a multimixer for 15 minutes and determine apparent viscosity, yield value and API fluid loss of the mud at 26+/-2 degC which should be as follows:

- a) Apparent viscosity, cp,max. : 1.5 times of 7A, ia
- b) Yield value, lbs/100ftsq,max: 1.5 times of 7A, ib
- c) API fluid loss, ml, max.: 35% of 7A, ic

#### **B. In salt water mud:**

i) Preparation of base mud: Prepare a 105% (w/v) suspension of Bentonite in distilled water and stir the suspension for 15 minutes in multimixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs at 90+/-2 degC. After the lapse of the aging period, cool and add 4% NaCl (w/v) LR grade) and age for 24 hrs.at 26+/-2 degC. Dilute the suspension with 4% NaCl solution and adjust apparent viscosity in the range 15-20 cp. Adjust PH in the range 9.0 - 9.5 with 10% NaOH solution, if necessary. Determine apparent viscosity, yield value and API fluid loss of the suspension at 26+/-2 degC which should be as follows.

- a) Apparent viscosity, cp: 15 - 20
- b) Yield value, lbs/100 ftsq : To determine.
- c) API fluid loss, ml: To determine.

Treat the base mud prepared as per 7B(i) with 0.5% (w/v) of polyanionic cellulose (superlo grade) sample and stir for 30minutes in a multimixer.

Performance at 26+/-2 degC: Determine apparent viscosity, yield value and API fluid loss of the treated mud 7B(ii) at 26+/-2 degC which should be as follows:

- a) Apparent viscosity, cp, min.: 2 times of 7B, ia
- b) Yield value, lbs/100ftsq, min: 1.5 times of 7B, ib
- c) API fluid loss, ml, max.: 15% of 7B, ic

**8. Packing:** The material should be packed in multi walled paper bags with at least two innermost layers suitably water proofed, strong enough to with stand rigorous of transit and storage. Capacity 25 kgs net per bag.

**9. Marking:** Each bag should have clear legible marking as given below:

- i) Name of the product
- ii) Name of the supplier
- iii)Date/month/year of manufacture

#### **N.B.:**

- 1) Apparent viscosity to be measure by a Fan VG meter and API fluid loss to be measured in standard API fluid loss apparatus using compressed air or nitrogen as pressure source.
- 2) The Supplied Materials must meet OIL's specifications in all respect.

## **9. XC POLYMER- DISPENSIBLE (XCD)**

### **Specification:**

1. Physical Properties: The material, as received, should be a free-flowing white to creamish / brownish white powder free from foreign matter and visible impurities.

2. Moisture Content, measured by drying at 105 +/- 2 degC, % by mass, maximum: 15.00.

3. Dispersibility / Solubility Test: The material should be quickly and easily dispersible in water when sprayed in water taken in breaker and should not remain floating. 1.00% (w/v) solution of the product in distilled water after mixing in multimixer for 30 minutes should give clean solution without turbidity.

4. Rheological properties: Prepare a 0.5% (w/v) solution of the sample in distilled water containing 1% (w/v) NaCl (LR grade) by stirring in a multimixer for 30 minutes. Adjust pH of the solution in the range 8 - 9 by addition of 1N NaOH solution while stirring. Determine the rheological properties of the suspension at 26 +/- 2 degC which should be as follows:

i) Apparent viscosity, cp: 15 - 25

ii) "0" minute gel, lbs/100 ft sq, minimum: 8

iii) "N" value at 200 & 100 rpm of Fann VG meter or equivalent, maximum. 0.405.

5. Cross linking properties: To 500 ml of distilled water, add 5 ml of 3% (w/v) solution of Calcium Chloride (fused and analar grade) and to this solution, add 0.5% (w/v) of the sample while stirring in a multimixer. Stir the suspension further for 30 minutes in a multimixer. To this add 2% (w/v) chrome alum powder (LR grade) and stir for additional 10 min. Adjust the pH in the range 8-9 by 1N NaOH solution while stirring. Determine the rheological properties of the suspension at 26 +/- 2 degC which should be as under:

i) Apparent viscosity, cp, minimum: 40

ii) Yield value, lbs/100 ftsq, minimum: 40

iii) "0" minute gel, lbs/100 ftsq, minimum: 20

iv) "15" minute gel, lbs/100 ftsq, minimum: 100

6. Performance Test: Prepare a 0.5% (w/v) solution of the sample in distilled water by stirring in a multimixer for 30 minutes. Adjust the pH to 8 - 9 with 1N NaOH solution. Add to it 3% Bentonite powder and stir for 30 minutes. Determine apparent viscosity, yield value and API fluid loss of the mud at 26 +/- 2 degC.

i) Apparent viscosity, cp: To determine

ii) Yield value, lbs/100 ftsq : To determine

iii) API fluid loss, ml: To determine

Age the treated mud at 100 +/- 2 degC for 18 hrs in rolling condition. Cool and stir for 15 minutes in a multimixer. Determine apparent viscosity, yield value and API fluid loss at 26 +/- 2 degC which should be as under:

i) Apparent viscosity, cp: should not decrease.

ii) Yield value, lbs/100 ftsq : should not decrease.

iii) API fluid loss, ml: should not increase.

7. Temperature stability: Prepare 0.5% (w/v) solution of the sample in saturated salt water (prepared by dissolving analar grade NaCl in distilled water) by stirring in a multimixer for 30 minutes. Adjust PH to 8 - 9 by 1N NaOH solution. Record apparent viscosity and yield value of suspension at 26 +/- 2 degC.

- (i) Apparent viscosity, cp: To determine
- (ii) Yield value, lbs/100 ftsq: To determine

Age the solution in a roller oven in rolling condition at 120 +/- 2degC for 18 hrs. Cool and stir for 5 minutes. Measure apparent viscosity and yield value of the solution at 26 +/- 2 degC which should be as under:

- i) Apparent viscosity, cp: should not decrease.
- ii) Yield value, lbs/100 ftsq: should not decrease.

**8. Borate Sensitivity Test:** Prepare a 0.5% (w/v) solution of the sample in distilled water by stirring in a multi-mixer for 30 minutes. Add to it 5 ml of 20% (w/v) hot solution of borax and stir for 5 minutes. No stiff gel formation should take place.

**9. Packing:** The material should be packed in multi walled paper bags with at least two innermost layers are suitably water proofed strong enough to withstand rigorous of transit and storage. Pack Size: 25KG net per bag.

**10. Markings:** Each bag should have clear legible markings as given below:

- i) Name of the product/brand name
- ii) Name of the supplier/manufacture (Name of manufacturer must be marked on the bags in case the product is not branded).
- iii) Date/month/year of manufacture

**N.B.**

- 1) Apparent viscosity and yield value to be measured by a Fann VG meter or equivalent and API fluid loss to be measured in standard API fluid loss apparatus using compressed air or nitrogen as pressure source.
- 2) The Supplied Materials must meet OIL's specifications in all respect.

**10. RESINATED LOGNITE (RESINEX)**

**Specification:**

- 1. Physical State: The material, as received, should be black or brown coloured free flowing powder, free from lumps, dirt and foreign matter.
- 2. Moisture Content, measured at 105 +/- 2 deg C., % by mass, Maximum: 15.00
- 3. Solubility in Distilled water at 26 +/- 2 degC, % by mass, minimum: 70.00
- 4. Apparent Viscosity of 2 % solution in distilled water at 26 +/- 2degC, cp, and maximum.: 3.00
- 5. Caking Tendency: Should not display any caking tendency when heated to 50 degC
- 6. Chemical Assay % by mass:
  - i) Element Iron maximum: 1.80
  - ii) Elemental Chromium maximum: 0.10
- 7. Performance Test:

**A. In Fresh Water Mud:**

- i) Preparation of base mud: Prepare a 10% (w/v) Bentonite suspension in distilled water using Bentonite and stir the suspension in a multimixer for 15 minutes so that no lumps are left after the stirring period. Age the suspension for 72 hrs. at 90 +/- 2 degC. After the lapses of the



aging period cool the suspension and adjust the apparent viscosity to 52.5 +/- 2.5 cp by dilution with distilled water, if necessary, divide the mud into two parts.

ii) Untreated mud: Age first part of base mud at 160 +/-2DegC in rolling condition for 24 hrs. Cool the mud and stir in a multimixer for 15 minutes. Determine apparent viscosity at 26 +/- 2 degC and HPHT fluid loss at 160 degC and 500 PSI differential pressure.

a) Apparent viscosity, cp: To determine

b) HPHT fluid loss, ml: To determine

iii) Treated mud: Treat second part of base mud with 2.0 % (w/v) of the resinated lignite sample and stir the mud for 30 minutes in a multimixer. Adjust the PH of the mud to 9.5 - 10.0 by addition with 5N NaOH solution, if necessary. Age the treated mud at 160 +/- 2 degC for 24 hrs. in rolling condition. Cool and stir for 15 minutes in multimixer. Determine apparent viscosity at 26 +/- 2 deg C and HPHT fluid loss at 160 degC and 500 PSI differential pressure which should be as follows.

a) Apparent viscosity, cp, maximum: 40 % of 7A (ii,a)

b) HPHT fluid loss, ml maximum: 50 % of 7A (ii,b)

#### **B. In Saline Water Mud:**

i) Preparation of base mud: Prepare a 10% (w/v) Bentonite suspension in distilled water using Bentonite and stir the suspension in a multimixer for 15 minutes so that no lumps are left after the stirring period. Age the suspension for 72 hrs. at 90 +/-2 degC. After the lapse of the aging period cool and stir the suspension for 15 minutes in multimixer and determine apparent viscosity which should be 85 +/- 5 cp To this mud add 4% NaCl (w/v) (LR grade) and stir for 30 minutes in a multimixer. Age the mud 24 hrs. at 26 +/- 2 degC. After aging, stir the mud again for 15 minutes and determine apparent viscosity at 26 +/- 2 degC which should be 32.5 +/- 2.5cp. Divide the mud into two parts by dilution with distilled water, if necessary.

ii) Untreated mud: Age the first part of saline mud for 24 hrs. at 160 +/-2 degC in rolling condition cool the mud stir for 15 minutes and measure apparent viscosity 26 +/- 2 deg C and HPHT fluid loss at 160 degC and 500 PSI differential pressure for 24 hrs. Cool the mud and stir in a multimixer for 15 minutes. Determine apparent viscosity at 26 +/- 2 deg C and HPHT fluid loss at 160 degC and 500 PSI differential pressure.

a) Apparent viscosity, cp : To determine

b) HPHT fluid loss, ml : To determine

iii) Treated mud: Treat the second part of the saline mud with 2% resinated lignite sample and stir the mud for 30 minutes in multimixer. Age the treated mud for 24 hrs at 160 +/- 2 degC in rolling condition. Cool the mud and stir in multimixer for 15 minutes. Determine apparent viscosity at 26 +/- 2 DegC and HPHT fluid loss at 160 degC and 500 PSI differential pressure which should be as under.

a) Apparent viscosity, cp, max. : should not be more than that of 7B (ii,a)

b) (ii) HPHT fluid loss, ml max. : 50 % of mud of 7B (ii,b)

8. Packing: The material should be packed in good quality moisture proof multiply paper bag strong enough to withstand rigorous of transit and storage Capacity 25 kg net per bag.

9. Marking: Each bag should have clear legible marking as given below.

i) Name of the product.

ii) Name of the supplier/manufacturer

iii) Date/Month/Year of Manufacturer

**N.B.:** The apparent viscosity shall be measured by a Fann VGmeter and the HPHT fluid loss shall be measured in standard HPHT fluid loss apparatus using nitrogen gas as the pressure source.

## 11. LINSEED OIL

### **Specification:**

1. Physical Properties: The material, as received, should be golden yellow, brownish yellow coloured clear viscous liquid free from suspended solids/impurities and other adulterants.
2. Density at 26 +/- 2 degC : 0.9230 - 0.9280
3. Acid value, mgKOH/gm, maximum: 10.00
4. Moisture content, % by mass, max. : 0.25
5. Refractive Index at 40 degC: 1.4720 - 1.4750
6. Performance Test:

### **A. Lubricity test -**

i) In fresh water mud: Prepare a 7.5% (w/v) Bentonite suspension in distilled water using Bentonite and stir it for 15minutes in multimixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs at 90 +/- 2 degC. After the lapse of aging period, adjust apparent viscosity of the suspension to 15 +/- 1 cp by dilution with distilled water. To this, add 0.5%(w/v) of the sample while stirring, after completion of addition, stir further for 30 minutes in a multimixer. Measure lubricity co-efficient by using a lubricity tester.

Lubricity co-efficient should not be more than 0.15

ii) In saline water mud: Prepare a 10% (w/v) Bentonite suspension in distilled water using Bentonite and stir for 15 min, in multimixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs at 90 +/- 2 degC. After lapse of aging period, add 4% NaCl (w/v) (AR grade) and stir for 15minutes in a multimixer. Age the suspension for 24 hrs at 26 +/- 2degC. Adjust the apparent viscosity to 15 +/- 1 cp by dilution with 4% NaCl solution, if necessary. To this saline mud, add 0.50%(w/v) of the sample in stirring condition and stir further for 30minutes in a multimixer. Measure lubricity co-efficient by using a lubricity tester.

Lubricity co-efficient should not be more than 0.20

### **B. Extreme Pressure Lubrication test:**

i) In fresh water mud: Prepare a 7.5% (w/v) Bentonite suspension in distilled water using Bentonite and stir for 15 minutes in multimixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs. at 90 +/- 2 degC. After the lapse of aging period, adjust apparent viscosity of the suspension to 15 +/- 1 cp by dilution with distilled water and filter through 200 BSS mesh or equivalent sieve. Add 0.5% (w/v) of the sample to the Bentonite suspension while stirring. After completion of addition, stir again in the multimixer for 30 min. Determine the film strength of the mud at 250 in-lb load with the help of an E.P. lubricity tester.

The film strength should be 20,000 psi minimum.

ii) In saline water mud: Prepare a 10% (w/v) Bentonite suspension in distilled water using Bentonite and stir for 15 min. in multi-mixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs at 90 +/- 2 degC. After lapse of aging period, add 4% NaCl (w/v) (AR grade) and stir for 15 minutes in a multi-mixer. Age the suspension for 24 hrs. at 26 +/- 2 degC. Adjust the apparent viscosity to 15 +/- 1 cp by dilution with 4% NaCl solution, if necessary and filter through 200 BSS mesh or equivalent sieve. Add 0.5% (w/v) of the sample while stirring and stir further for 30 minutes in multimixer. Determine the film strength of the mud at 250 in-lb load with the help of a E.P. lubricity tester.

The film strength should be 15,000 psi, minimum

iii) Foam Test: Prepare a 7.5% (w/v) Bentonite suspension in distilled water using Bentonite and stir for 15 min in multimixer. Age the suspension for 24 hrs. at 26 +/- 2 degC. Adjust the apparent viscosity of the suspension to 15 +/- 1 cp by dilution with distilled water. Add 0.5% (w/v) of the sample to it and stir for 30 minutes in a multimixer. Determine the specific gravity of the mud.

The specific gravity of the mud should not be less than 0.8.

**7. Field Performance Criteria:** The following performance needs to be fulfilled.

- i) Linseed oil must be stable at Lower temperature (<15 degC) and there should not be any deposition at the bottom of the container at low temperature.
- ii) Linseed oil should be easily miscible with water and water-based mud system.
- iii) It should be compatible with mud additives used in water-based mud system.
- iv) Foaming should not occur during field application of the product.

**8. Packing:** The material should be packed in 50 litre capacity leak proof HDPE carbuoys with leak tight stopper and screw caps.

**9. Markings:** Each carbuoys should have clear legible markings as given below:

- i) Name of the product
- ii) Name of the supplier
- iii) Date/month/year of manufacture

**N.B.:** Apparent viscosity to be measured by a Fann VG meter and lubricity should be measured by a E.P. lubricity tester.

## **12. SODIUM BICARBONATE**

### **Specification:**

- 1. Physical State: The material as received, should be in the form of fine crystalline powder, free from dirt and other foreign matter.
- 2. Total Alkalinity, as: 99.00 NaHCO<sub>3</sub>, % by mass, minimum.
- 3. Packing: The material should be supplied in the original packing of the manufacturer. Capacity 25 kg net per bag.
- 4. Marking: Each bag should have clear legible markings as given below:
  - i) Name of the product.
  - ii) Name of the supplier/manufacturer.

- iii) Date/Month/Year of manufacture.
- iv) Supply order number against which the present supply is made

### **13. HYDRATED LIME:**

#### **Specification:**

1. Physical State: The material as received should be in powder form free from dirt and foreign matter and should be easily soluble in water.
2. Volatile Matter, determined by heating at 250-300 Deg.C for 1 hr., percent by mass, max.
3. Purity as  $\text{Na}_2(\text{CO})_3$ , after : 98.50 removing the volatile matter, percent by mass, min.
4. Packing: The material should be packed in D.W. jute bag with an insert of polythene bag. The material should be supplied in the original packing of the manufacturer. Capacity 25 kgs/50 kgs per bag.
5. Markings: Each bag should have clear legible markings as follows :
  - i) Name of the product.
  - ii) Name of the supplier/manufacturer.
  - iii) Date/Month/Year of manufacture.
  - iv) Supply order number against which the present supply is made.

### **14. MICRONIZED CALCIUM CARBONATE (MCC)**

#### **Specifications**

1. Physical properties: State-Fine Powder free from dirt & foreign matter;
2. Water soluble content (by weight), max; 0.35%
3. Specific gravity (minimum) at 24+/-2degC: 2.6
4. Purity as Calcium Carbonate by weight (minimum): 96%
5. Solubility in 15% wt/wt HCl, by weight (minimum): 96%
6. Particle size distribution % by volume as measured by light scattering technology- D10- < 4 micron; D50- 4-15 micron; D90- 15-60micron.
7. Particle retain on 200 mesh ASTM- 2% by weight max.

### **15. FORMALINE (BIOCIDE)**

#### **Specification:**

1. Physical Properties: The material, as received, Should be a clear liquid, having a characteristic pungent and irritating odour, free from visible impurities.
2. Purity as HCHO: 37.00 - 42.00% by mass.
3. Methanol content: 4 - 6% by mass.
4. Packing: The material should be packed in leak proof MS drum. Capacity 200 Kgs.net per drum.
5. Markings: Each drum should have clear legible markings as given below.
  - i) Name of the product
  - ii) Name of the supplier
  - iii) Date/month/year of manufacture
  - iv) Supply order number against which the supply is made.

**Warning:** Each drum should be marked with the following in bold letter. "HANDLE WITH CARE"

## **16. CORROSION INHIBITOR**

### **Specifications:**

1. Physical Properties:
2. Appearance: Dark/Ember coloured free flowing liquid
3. Solubility: Soluble in water/weighted brine.
4. Specific Gravity: 1.00 to 1.10
5. Pour Point: Less than 0 Deg.C
6. pH of 1% aqueous: 10.0 to 11.0 solution.
7. Flash Point: More than 40 Deg. C
8. Packing: The material should be packed in 55 gallons (208 litre) M.S. drums, strong enough to withstand rigours of transit and storage.

## **17. PHPA (PARTIALLY HYDROLYSED POLYACRYL AMIDE)**

### **Specification:**

1. Physical Properties: The material, as received, should be a free flowing white powder free from lumps and other impurities.
2. Moisture Content, measured by drying at 105 +/- 2 degC, % by mass, maximum. : 7.00
3. Ionic character: Anionic
4. Relative CST value (capillary suction test)
  - i) At 0.1% (w/v) polymer conc., min 100
  - ii) At 0.2% (w/v) polymer conc., min 200
5. Relative dispersibility at 0.2% (w/v) polymer conc. at 60+/- 5Deg C, max: 175
6. Degree of hydrolysis: 20-40 % (electrometric titration)
7. Apparent viscosity of 0.2% (w/v) polymer solution in distilled water.
  - i) At 26 +/- 2 deg C, cp, minimum: 9
  - ii) After aging at 110 degC for 18 hrs.: Should not decrease more than 20% of (i)
8. Effect on 4 cp Bentonite suspension: Prepare a 7.5% (w/v) Bentonite suspension in distilled water and stir in a multimixer for 15 minutes so that no lumps are left after the stirring period. Age the suspension at 26 +/- 2 degC for 24 hrs. Prepare a 4 cp Bentonite suspension from it by dilution with distilled water. Add to it 0.2% (w/v) of powdered PHPA sample and stir for 30 minutes in multimixer. Adjust pH of the suspension to 9.0 using caustic soda solution. Measure apparent viscosity at 26 +/- 2 degC.
  - (i) Apparent viscosity should be 15 cp minimum  
Age the suspension at 110 deg C for 24 hrs in rolling condition. After the aging period cool and stir for 15 minutes in multimixer. Measure apparent viscosity of the suspension at 26 +/- 2 degC.
  - (ii) Decrease of apparent viscosity 20% max. of 8(i).
9. Calcium tolerance: Prepare a 0.4% (w/v) suspension of the PHPA sample in distilled water by stirring in a multimixer for 15 min.
  - i) Record apparent viscosity of the PHPA solution.

Prepare again a 0.4% (w/v) suspension of the PHPA sample in 100 ppm Calcium solution by mixing in a multimixer. Measure apparent viscosity of the solution.

ii) Apparent viscosity should be 60% minimum of 9(i)

10. Packing: The material should be packed in multiwall paper bags with at least two innermost layers suitably water proofed, strong enough to withstand rigorous of transit and storage. Capacity 25 kg net per bag.

11. Markings: Each bag should have clear legible markings as given below:

i) Name of the product.

ii) Name of the supplier.

**N.B.** Apparent viscosity will be measured by a Fann VG meter.

## **18. POTASSIUM SULPHATE (K<sub>2</sub>SO<sub>4</sub>)**

### **Specifications:**

1. Physical Properties: The material shall be in the form of crystalline solid or powder, free from visible impurities.

2. Moisture Content at 105 +/- 2 degC, % by mass: 2.00(Maximum)

3. Matter Insoluble in Water on Dry Basis, percent by mass: 0.5(Maximum)

4. Calcium as Ca<sup>++</sup> on Dry Basis, ppm: 2000 (Maximum)

5. Purity as Potassium Sulphate on Dry Basis, percent by mass: 96.0 (Minimum)

6. Packing: The material should be packed in polythene bag (100 gauge) which in turn should be packed in HDPE bag strong enough to withstand rigorous of transit and storage. The material should be supplied in the original packing of the manufacturer Capacity 50 kg net per bag.

7. Marking: Each bag shall have clear legible markings as given below:

i) Name of the product

ii) Name of the supplier

iii) Date/Month/Year of manufacture

## **19. PIPELAX**

### **Specifications:**

1. Physical State: The material shall be homogeneous free flowing liquid at 24 ± 2 degC, free from visible impurities.

2. Miscibility with HSD Oil: Completely miscible.

3. Interfacial Tension of Distilled Water - HSD Oil containing 2.5% (w/v) Spotting Fluid, dynes /cm: 13 (Maximum)

4. Lubricity Coefficient of treated Bentonite Suspension: A Bentonite Suspension (prepared by dilution of Pre-hydrated Bentonite with Distilled Water) having Apparent Viscosity of 15 cp is treated with 1% (w/v) of the Additive and its Lubricity Coefficient is measured on a Lubricity Tester:

Lubricity Coefficient of the treated Bentonite suspension should not be more than 0.11.

5. Mud Cake Cracking Test: Prepare a Bentonite Suspension having Apparent Viscosity 15 cp by diluting Bentonite gel (pre-hydrated at 90 ± 2 degC for 72 hours) with Distilled Water and load it to Specific Gravity 1.20 with Barytes. Obtain a Filter Cake of this Mud in the API

Filter Loss Apparatus by carrying out filtration for 30 minutes at 100 psi pressure (use Whatman No. 1 filter paper). Throw the Mud away, wash the Mud Cake with a slow stream of water without removing the Mud Cake from the Cell and fill the Cell with 100 ml HSD oil containing 2.5% (w/v) Spotting Fluid. Apply 100 psi pressure, after closing the Cell and determine the Time required for collection of 100 ml filtrate. Filtration time should not be more than 50 minutes.

6. Sticking Test: Prepare loaded Bentonite Suspension of Specific Gravity 1.20 as in the case of Mud Cake Cracking Test and fill it in a Sticking Tester. Form a Filter Cake by applying 500psi pressure for 30 minutes. Stick the plate by pressing it on the cake for 5 minutes and leave for 1 hour under 500 psi pressure. Then release the pressure, drain off Mud from the cell by opening the bottom and top stoppers. Replace the bottom stopper and fill the cell with 100 ml of HSD Oil containing 2.5% (w/v) of the Sample of Spotting Fluid. Close the top stopper and again apply 500 psi pressure. Note the time for release of stuck plate and if not released in 20 minutes, apply torque with a Torque Wrench.

The time required to release the stuck pipe if the plate gets released within 20 minutes

OR

Torque required for release of the stuck plate should not be more than 65 inch- pounds.

7. Packing: The material should be packed in 50 litre capacity leak proof HDPE carboy with leak tight stopper and screwcaps.

## **20. EXTREME PRESSURE MUD LUBRICANT (EP- LUBE)**

### **Specifications:**

1. Physical Properties: The material, as received, should be yellow, brownish yellow, pinkish yellow coloured clear viscous liquid free from suspended materials and other impurities. The material should be vegetable oil-based product, non- polluting, bio-degradable, non-fluorescent and should be environmentally friendly product and should yellow, brownish yellow, pinkish yellow coloured clear viscous liquid free from suspended materials and other impurities. The material should be vegetable oil-based product, non-polluting, bio-degradable, non-fluorescent and should be environmentally friendly product and should not cause any pollution hazard.

2. The product should not be produced from petroleum oil and should not produce oil sheen in water.

3. Miscibility/Dispersibility: The material should be dispersible/miscible with water without formation of oil sheen in water.

Density at 26 +/- 2 degC, gm/ml: 0.92 - 0.98

4. Performance Test:

#### **A. Lubricity Test:**

i) In fresh water mud: Prepare a 7.5% (w/v) Bentonite suspension in distilled water using Bentonite and stir for 15 minutes in multimixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs. at 90 +/- 2 degC. After the lapse of aging period, adjust apparent viscosity of the suspension to 15+/-1 cp by dilution with distilled water. To this, add 0.5%(w/v) of the sample while stirring. After completion of addition, stir further for 30minutes

in a multi- mixer. Measure lubricity co-efficient by using alubricity tester. Lubricity co-efficient should not be more than 0.15.

**ii) In saline water mud:** Prepare a 10% (w/v) Bentonite suspension in distilled water using Bentonite and stir for 15 min. in multimixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs at 90 +/- 2 degC. After lapse of aging period, add 4% NaCl (w/v) (AR grade) and stir for 15 minutes in a multimixer. Age the suspension for 24 hrs. at 26 +/- 2 degC. Adjust the apparent viscosity to 15 +/- 1 cp by dilution with 4% NaCl solution, if necessary. To this saline mud, add 0.50% (w/v) of the sample in stirring condition and stir further for 30 minutes in a multimixer. Measure lubricity co-efficient by using a lubricity tester.

Lubricity co-efficient should not be more than 0.20

5. **Foam Test:** Prepare a 7.5% (w/v) Bentonite suspension in distilled water using Bentonite and stir for 15 min. in multi-mixer. Age the suspension for 24 hrs. at 26 +/- 2 degC. Adjust the apparent viscosity of the suspension to 15 +/- 1 cp by dilution with distilled water. Add 0.5% (w/v) of the sample to it and stir for 30 minutes in a multimixer. Determine the specific gravity of the mud. The specific gravity of the mud should not be less than 0.8.

6. **Packing:** The material should be packed in 50 litre capacity leak proof HDPE car buoys with leak tight topper and screw caps. Capacity 50 litre net per carbuoys.

7. **Markings:**

Each carbuoys should have clear legible markings as given below:

- i) Name of the product
- ii) Name of the supplier
- iii) Date/month/year of manufacture

**N.B.** Apparent viscosity will be measured by a Fann VGmeter and lubricity should be measured by a E.P. lubricity tester.

## **21. DRILLING DETERGENT (DD)**

### **Specification:**

1. **Physical properties:** The material, as received, should be soapy liquid, miscible with water. It should be free from visible impurities and any other suspended matter.
2. Should be determined visually
3. Density at 25 degC, gm/ml: 1.00 - 1.10,
4. Surface Tension of 0.25% (v/v) solution of the sample in distilled water at 25 degC, dynes/cm., maximum: 35.00
5. pH of 1 % (v/v) solution: 7.5 - 10.5 of the sample in distilled water.
6. **Emulsion Stability Test:** To 485 ml of distilled water, add 15 ml of HSD oil slowly while stirring in a multimixer and then add to it 1 ml. of the sample. Stir further for 15 minutes in the multimixer for formation of emulsion. Transfer the contents to 500 ml. measuring cylinder and observe phase separation of the mixture which should be as follows.:



- i) Immediate separation of HSD oil should be nil.
- ii) Separation of HSD oil after 24 hrs. at room temperature should not be more than 5 ml.

7. Mud Lubricity Coefficient: Prepare a 10 cp Bentonite suspension by dilution of prehydrated Bentonite suspension and treat it with 0.5 %(v/v) of the sample and stir it for 15 minutes in a multimixer. Determine lubricity coefficient of the suspension in a lubricity tester. Lubricity co-efficient should not be more than 0.20.

8. Foaming tendency test: Prepare 0.10% (v/v) solution of the sample in distilled water Stir the solution for 10 minutes in a multimixer. Transfer the content immediately to a measuring cylinder. Allow it to stand for 15 minutes and then measure the total volume of content along with foam. Calculate percent increase in volume due to foaming. Increase in volume should not be more than 5.00%.

9. Packing: The material should be packed in 50 litre capacity leak proof HDPE carbuoys with leak tight stopper and screw caps.

10. Markings: each drum should have clear legible markings as given below:

- i) Name of the product.
- ii) Name of the supplier.
- iii) Date/month/year of manufacture

## **22. SODIUM FORMATE**

### **Specifications:**

An environmental friendly, non-corrosive organic brine to use as weighing agent in drilling fluids, workover fluids, completion fluids/packer fluids in oilfield operations. The material should have the following specifications:

- 1. Physical State: The material should be in the form of white granules or crystalline free flowing white powder free from lumps and other impurities. The material should be easily soluble in water.
- 2. Purity as Sodium Formate, percent by mass, minimum: 95%, minimum
- 3. Moisture Content, % by mass: 1.00 maximum
- 4. Organic impurities, percent by mass, Maximum: 4.00
- 5. Volatile matter, percent by mass, maximum: 4.00
- 6. Matter insoluble in water, percent by mass, maximum: Nil
- 7. Sulphate content: Nil
- 8. Chloride Content: Nil
- 9. Iron content, ppm, max. : 10
- 10. Packing: The material should be packed in moisture proofed HDPE bag with insert of polythene bag or in multiply paper bags (6 ply) and should be strong enough to withstand rigorous of transit and storage. Net weight: 25/ 50 Kgs per bag.

## 23. CP GLYCOL

### Specifications:

1. Physical State: The material shall be in the form of liquid at  $24 \pm 2$  degC, free from visible impurities.
2. pH of 3% (v/v) Sample in 5% (w/v) KCl Solution in Distilled water: 6.0 - 7.5
3. Surface Tension of 3% (v/v) Sample in 5% (w/v) KCl Solution in Distilled Water, dynes / cm<sup>3</sup>:  $40 \pm 5$
4. Hydroxyl Value, mg KOH / g of Sample: 150 - 200
5. Iodoform Test for Confirmation of Presence of carbon in Sample: Should be Positive.
6. Performance Test:

i) Preparation of Base Mud: Prepare 10 - 15 cp Bentonite Suspension from pre- hydrated Bentonite Suspension [prepared by stirring 10% (w/v) Bentonite in Distilled Water for 30 minutes using a laboratory stirrer (5000 # 6000 rpm) and aged for 72 hours at  $90 \pm 2$  °C] by diluting with Distilled Water and stirring in a Hamilton Beach Mixer for 20 minutes. Treat the prepared Bentonite Suspension with KCl (5% w/v) and age for 24 hours at  $24 \pm 2$  °C. After that add PHPA (0.2% w/v) + PAC (Regular Grade) (0.5% w/v) + PAC (Low Viscosity Grade) (0.3% w/v) + KOH (pH 9.0 - 9.5), while stirring in a Hamilton Beach Mixer at high speed for 20 minutes.

ii) Hot roll the Base Mud at 100 °C for 18 hours in a roller oven. After aging cool the Mud to  $24 \pm 2$  °C and stir in a Hamilton Beach Mixer for 20 minutes at high speed. Determine the Apparent Viscosity (cP) and the Yield Point (lbs/100 sq. ft) by Fann VG Meter or Equivalent. Also measure the Lubricity Coefficient, using a Lubricity Tester and HP-HT Filtration Loss (ml / 30 minutes) at 500 psi and 100 °C, using a HP-HT Filtration Apparatus. Record Apparent Viscosity, Yield Point, Lubricity Coefficient and HP-HT Filtration Loss of the hot rolled base mud.

- a) Apparent Viscosity, cp = To determine
- b) Yield Value, lbs/100 ft sq = To determine
- c) HPHT Fluid liss, ml = To determine
- d) Lubricity Coefficient = To determine

iii) Treat the Base Mud with 3% (v/v) Sample in a Hamilton Beach Mixer stirring for 20 minutes. Hot roll the treated Base Mud at 100 °C for 18 hours in a roller oven. After aging cool the Mud to  $24 \pm 2$  °C and stir in a Hamilton Beach Mixer for 20 minutes at high speed / medium speed. Determine Apparent Viscosity (cP), Yield Point (lbs/100 sq. ft), Lubricity Coefficient and HPHT Filtration Loss (ml / 30 minutes) at 500 psi and 100 °C, as in 6 (ii) above.

- a) Apparent Viscosity of the treated hot rolled base mud should not be less than the value obtained for hot rolled base mud 6 (ii).
- b) Yield Point of the treated hot rolled base mud should not be less than the value obtained for hot rolled base mud 6 (ii).
- c) Lubricity Coefficient of the treated hot rolled base mud should not be more than 80% of the value obtained for hot rolled mud 6 (ii).

d) HP-HT Filtration Loss of the treated hot rolled base mud should not be more than 70% of the value obtained for hot rolled mud 6 (ii).

7. Cloud Point of 3% (v/v) Sample in 5% (w/v) KCl in Distilled Water: 60-72 deg C

## **24. SULPHONATED ASHPHALT**

### **Specification:**

1. Physical properties: The material, as received, should be a free-flowing brown to black coloured powder, free from lump and other foreign matter.

2. Moisture content, measured by drying at 105 +/- 2 degC, % by mass, maximum: 10.00

3. Soluble matter content, % by mass

i) In distilled water: 65 – 70

ii) In dimethyl sulphoxide: 30 - 35

4. pH of 2% (w/v) solution in distilled water at 26 +/- 2 degC, minimum: 8.5

5. Qualitative test for presence of sulphonate group: Positive

6. Barium chloride test: Mix 1% (w/v) of the sample in distilled water and stir in multimixer for 10 minutes. To this add 150 ml distilled water and 0.5 gm barium chloride (LR grade) and again stir for 10 minutes in multimixer. Pour the content to a beaker and observe after 30 minutes. No formation and setting of black coloured precipitates should take place.

7. Performance Test:

#### **A. Lubricity test:**

Prepare a 7.5% (w/v) Bentonite suspension in distilled water using OIL approved Bentonite and stir the suspension for 15 minutes in multimixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs at 90 +/- 2 degC. After the lapse of the aging period, cool the suspension and stir for 15 minutes in multimixer. Adjust apparent viscosity for the suspension to 15 cp by dilution with distilled water, if distilled water, if necessary. Treat the suspension with 2.0% (w/v) sulphonated asphalt sample and stir for 30 minutes in multimixer for lubricity test. Determine lubricity co-efficient using a standard mud lubricity tester. Lubricity co-efficient should not be more than 0.30.

#### **B. Inhibition Test:**

##### **In Bentonite suspension:**

a) Preparation of base mud: Prepare a Bentonite suspension by stirring 7.5% (w/v) Bentonite in distilled water in a multimixer for 15 minutes. Determine apparent viscosity and value of this base mud immediately at 26 +/- 2 degC.

i) Apparent viscosity, cp: To record

ii) Yield value, lbs/100 ftsq: To record

b) Preparation of treated mud: Add 3% (w/v) sulphonated asphalt sample to distilled water and stir in multimixer for 15 minutes. To this add 7.5% (w/v) Bentonite and stir for additional 15 minutes in a multimixer. Determine apparent viscosity and yield value of this treated mud at 26 +/- 2 degC which should be as follows:

i) Apparent viscosity, cp, max.: 35% of 7B(I)(a,i)

ii) Yield value, lbs/100 ftsq, max: 15% of 7B(I)(a,ii)

##### **In Bentonite and kaolin mixture:**

a) Preparation of base mud: Prepare a base mud using 52.5 gms Bentonite and 263 gms of kaolin powder in 1000ml distilled water. Adjust PH to 10.5 by 5 N NaOH solutions. Mix thoroughly in a multimixer for 30 minutes and divide the suspension into two parts. Hot age one part at 65 degC in rolling condition for 18 hrs. After the lapse of the aging period, cool and stir for further 10 minutes in multimixer. Measure apparent viscosity and yield value of the mud at 26 +/- 2 degC.

- i) Apparent viscosity, cp: To record
- ii) Yield value, lbs/100 ftsq : To record.

b) Preparation of treated mud:

To the other part of the mud, add 3% (w/v) of the sulphonated asphalt sample and mix in multimixer for 30 minutes. Hot age the mud at 65 degC in rolling condition for 18 hrs. After the lapse of the aging period, cool and stir the mud for 10 minutes in multimixer. Measure apparent viscosity and yield value at 26 +/- 2 degC which should be as follows:

- i) Apparent viscosity ,cp,min.: 40% of 7B (II)(a,i)
- ii) Yield value,lbs/100 ftsq, min.:25%of 7B(II)(a,ii)

8. Packing:

The material should be packed in multi walled paper bags with at least six layers and two innermost layers suitably water proofed, strong enough to withstand rigorous of transit and storage. Capacity 25 kgs net per bag.

9. Markings:

Each bag should have clear legible markings as given below:

- i) Name of the product
- ii) Name of the supplier
- iii) Date/month/year of manufacture

**N.B.** Apparent viscosity will be measured by a Fann VG meter and API fluid loss will be measured, in standard API fluid loss apparatus using compressed air or nitrogen as pressure source.

## **25. PRE-GELATINIZED STARCH(PGS)/STARCH**

### **Specifications:**

1. Physical State: The material shall be in the form of powder, free from lumps and visible impurities
2. Moisture Content at  $105 \pm 2$  °C, percent by mass: 10.0(Maximum)
3. pH of 2% (w/v) Solution of the Material in Distilled Water at  $24 \pm 2$  °C: 10.0 (Minimum)
4. Apparent Viscosity of 2% (w/v) Solution in Distilled Water at  $24 \pm 2$  °C,: 10.0cP (Max)
5. Qualitative Test for Presence of Starch: Positive
6. Bacterial Degradation test: Should not Biodegrade for at least 3days.
7. Performance Test:

(a) In Fresh Water Mud:

- i) Prepare Base Mud using Bentonite having Apparent Viscosity 25 cP (Maximum) and API Filtration Loss  $20 \pm 2$  ml at  $24 \pm 2$  °C, from pre-hydrated Bentonite suspension (prepared by stirring 10% (w/v) Bentonite in Distilled Water for 30minutes using laboratory stirrer (5000 -

6000 rpm) and aged for 72 hours at  $90 \pm 2$  °C) by diluting with distilled Water and stirring in Hamilton Beach Mixer for 30 minutes at high speed. Measure Apparent Viscosity (cP) at  $24 \pm 2$  °C by a Fann VG Meter or Equivalent and Filtration Loss (ml) by API Filtration Tester. Record Apparent Viscosity and API Filtration Loss of the fresh water base mud.

- Apparent viscosity, cp, max = 25
- API Fluid loss, ml = 18.0 – 22.0

ii) Treat the Base Mud 7 (a) (i) with 1.0% Pre-gelatinized Starch (1.0 g of Sample for each 100 ml of Base Mud) while stirring in Hamilton Beach Mixer at high speed. Stir for 30 minutes and measure Apparent Viscosity and API Filtration Loss of Treated mud at  $24 \pm 2$  °C. Apparent Viscosity of the treated fresh water base mud should not be more than 55.0 cp. API Filtration Loss of the treated fresh water base mud should not be more than 50% of the value obtained for fresh water base mud.

7(b) In salt water mud:

i) Prepare 10.0% (w/v) Bentonite Suspension in Distilled Water from Bentonite by stirring for 30 minutes in laboratory stirrer (5000 - 6000 rpm) and age it for 72 hours at  $90 \pm 2$  °C. Treat the Mud with 4.0% (w/v) NaCl (AR/GR grade) and 0.35% (w/v) Sodium Bicarbonate (AR/GR grade). Stir for 15 minutes at high speed in Hamilton Beach Mixer and age it for 24 hours at  $24 \pm 2$  °C. Further dilute the suspension as required with a solution of 4.0% NaCl (AR / GR Grade) in distilled water with stirring in Hamilton Beach Mixer at high speed for 30 minutes to achieve API Filtration Loss of  $80 \pm 5$  ml at  $24 \pm 2$  °C. Measure Apparent Viscosity (cP) and API Filtration Loss (ml) of the Salt Water Base Mud at  $24 \pm 2$  °C. Record Apparent Viscosity and API Filtration Loss of the salt water base mud.

- a) Apparent viscosity, cp, max = To determine
- b) API Fluid loss, ml = 75-85

ii) Treat the Base Mud 7 (b) (i) with 1.0% Pre-gelatinized Starch (1.0 g Sample, for each 100 ml of Base Mud) stir in Hamilton Beach Mixer at high speed for 30 minutes. Then determine Apparent Viscosity and API Filtration Loss at  $24 \pm 2$  °C. Apparent Viscosity of the treated salt water base mud should not be less than the value obtained for the salt water base mud 7 (b)(i). API Filtration Loss of the treated salt water base mud should not be more than 20% of the value obtained for the salt water base mud 7 (b) (i).

**8. Packing:** Moisture proof Multi-layered Paper bag with polythene inner lining (100 gauge) strong enough to withstand rigorous of transit and storage, capacity 25 kg net per bag.

**9. Marking:** Each bag shall have clearly legible marking as given below:

- i) Name of Product
- ii) Name of Supplier
- iii) Date/Month/Year of manufacture

N.B.: Packing: Moisture proof Multi-layered Paper bag with polythene inner lining (100 gauge) strong enough to withstand rigors of transit and storage, capacity 25 kg net per bag.

## **26. POLYOL**

### **Specifications:**

Polyol (Low Temperature) having following specifications:

1. Physical State: The material shall be in the form of liquid at  $24 \pm 2$  °C, free from visible impurities.
  2. pH of 3% (v/v) Sample in 5% (w/v) KCl Solution in Distilled water : 6.0 - 7.5
  3. Surface Tension of 3% (v/v) Sample in 5% (w/v) KCl Solution in Distilled Water, dynes / cm<sup>3</sup>.:  $40 \pm 5$
  4. Hydroxyl Value, mg KOH / g of Sample: 150 - 200
  5. Iodoform Test for Confirmation of Presence of carbon in Sample: Should be Positive.
  6. Performance Test:
    - i) Preparation of Base Mud: Prepare 10 - 15 cp Bentonite Suspension from pre-hydrated Bentonite Suspension [prepared by stirring 10% (w/v) Bentonite in Distilled Water for 30 minutes using a laboratory stirrer (5000 # 6000 rpm) and aged for 72 hours at  $90 \pm 2$  °C] by diluting with Distilled Water and stirring in a Hamilton Beach Mixer for 20 minutes. Treat the prepared Bentonite Suspension with KCl (5% w/v) and age for 24 hours at  $24 \pm 2$  °C. After that add PHPA (0.2% w/v) + PAC (Regular Grade) (0.5% w/v) + PAC (Low Viscosity Grade) (0.3% w/v) + KOH (pH 9.0 - 9.5), while stirring in a Hamilton Beach Mixer at high speed for 20 minutes.
    - ii) Hot roll the Base Mud at 100 °C for 18 hours in a roller oven. After aging cool the Mud to  $24 \pm 2$  °C and stir in a Hamilton Beach Mixer for 20 minutes at high speed. Determine the Apparent Viscosity (cP) and the Yield Point (lbs/100 sq. ft) by Fann VG Meter or Equivalent. Also measure the Lubricity Coefficient, using a Lubricity Tester and HP-HT Filtration Loss (ml / 30 minutes) at 500 psi and 100 °C, using a HP-HT Filtration Apparatus. Record Apparent Viscosity, Yield Point, Lubricity Coefficient and HP-HT Filtration Loss of the hot rolled base mud.
    - iii) Treat the Base Mud with 3% (v/v) Sample in a Hamilton Beach Mixer stirring for 20 minutes. Hot roll the treated Base Mud at 100 °C for 18 hours in a roller oven. After aging cool the Mud to  $24 \pm 2$  °C and stir in a Hamilton Beach Mixer for 20 minutes at high speed / medium speed. Determine Apparent Viscosity (cP), Yield Point (lbs/100 sq. ft), Lubricity Coefficient and HPHT Filtration Loss (ml / 30 minutes) at 500 psi and 100 °C, as in 6 (ii) above.
- Apparent Viscosity of the treated hot rolled base mud should not be less than the value obtained for hot rolled base mud 6 (ii).
- Yield Point of the treated hot rolled base mud should not be less than the value obtained for hot rolled base mud 6 (ii).
- Lubricity Coefficient of the treated hot rolled base mud should not be more than 80% of the value obtained for hot rolled mud 6 (ii).
- HP-HT Filtration Loss of the treated hot rolled base mud should not be more than 70% of the value obtained for hot rolled mud 6 (ii).
7. Cloud Point of 3% (v/v) Sample in 5% (w/v) KCl in Distilled Water, °C: 60-72.

## **27. SURFACTANT (SAPP)**

### **Specifications:**

1. Physical State: The material as received, should be in the form of free-flowing powder, free from dirt and other foreign matter.
2. Specific Gravity: 1.87 - 2.37,
3. Phosphate Content, (as P2O5): 61 - 63 % by mass.
4. Solubility of 2 % sample in: Almost soluble distilled water.
5. Packing: The material should be supplied in the original packing of the manufacturer. Capacity 25 kg net per bag.
  
6. Marking: Each bag should have clear legible markings as given below:
  - i) Name of the product.
  - ii) Name of the supplier/manufacturer.
  - iii) Date/Month/Year of manufacture.
  - iv) Supply order number against which the present supply is made

## **28. SURFACTANT (TEEPOL)**

Liquid Synthetic Detergent (Sodium Alkyl Benzene Sulphonate) General Purpose of Use To use as utility chemical for cleaning oil from casing surface during oil well cement job, pipes and other cleaning jobs.

The material should be equivalent to TEEPOL - B 300 or equivalent.

### **Specification:**

1. Physical Properties: The material, as received, should be golden yellowish colored clear viscous liquid free from suspended particles and other impurities. The product should not give unpleasant odour or odour of ammonia.
2. Chemical nature : Anionic surface active agent, Sodium alkyl benzene sulphonate.
3. Specific gravity : 1.02 - 1.06.
4. Viscosity: 600 - 800 cp at 27 degC.
5. PH of 1% solution: 6 - 8
6. Matter insoluble : Nil in water
7. Active matter : 17 - 20% content (to be submitted by bidder through third party test report)
8. Clear Point, degC: 10
9. Presence of ammonia: Nil (to be detected by presence of ammonia odour)
10. Packing: The material should be packed in 50 litre capacity leak proof HDPE carbuoys with leak tight stopper and screw caps. Each carbuoys should be covered with wooden crate strong enough to withstand rigours of transit and storage.
11. Markings: Each carbuoys should have clear legible markings as given below:
  - i) Name of the product
  - ii) Name of the supplier
  - iii) Date/month/year of manufacture.
  - iv) Supply order number against which the supply is made.

### **29. H2S SCAVENGER (ZINC CARBONATE)**

#### **Specification:**

1. Physical Properties: The material shall be a free-flowing powder, free from visible impurities.
2. Specific gravity at 25°C /25°C: 4.20 (Minimum)
3. Dry Screen Analysis: Fraction passing through 300 Mesh BSS or equivalent sieve, percent by mass: 98.0 (Minimum)
4. H2S absorbance test: With the exception of some tiny scattered spots, there should not be any blackening of the filter paper

### **30. MICA FLAKES**

#### **Specification:**

1. Physical State: The material shall be in the form of flaks free from visible impurities.
2. Dry Sieve Analysis: Retained on 5 Mesh BSS or equivalent sieve, percent by mass: 2.0 (Maximum)
3. Passing through 52 Mesh BSS or equivalent sieve, percent by mass: 10.0 (Maximum)

### **31. POTASSIUM HYDROXIDE (KOH)**

#### **Specification:**

1. Physical State: The material shall be in the form of pellets or flakes free from visible impurities.
2. Total Alkalinity as KOH, percent by mass: 87.0 (Minimum)
3. Carbonates as K<sub>2</sub>CO<sub>3</sub>, percent by mass: 1.0 (Maximum)
4. Sodium as Na, percent by mass: 5.0 (Maximum)

### **32. SODA ASH**

#### **Specification:**

1. Physical state: The material shall be in the form of powder, free from visible impurities.
2. Solubility of material in Distilled water at 24±2°C: Shall be readily soluble
3. Volatile Matter, as determined by heating at 260–270°C for 30 minutes, percent by mass: 2.0 (Maximum)
4. Purity as Na<sub>2</sub>CO<sub>3</sub>, as determined after removal of volatile matter, by heating at 260 – 270°C for 30 minutes, percent by mass: 98.5 (Minimum)

### **33. WALNUT SHELL**

#### **Specification:**

1. Physical state: The material shall be coarse ground with maximum size of about 5 mm and shall be free from visible impurities.
2. Moisture content at 105±2°C, percent by mass: 15.0 (Maximum)
3. Dry Sieve Analysis: Retained on 8 Mesh BSS or equivalent sieve, percent by mass: 50.0 ± 5.0



4. Dry Sieve Analysis: Retained on 100 Mesh BSS or equivalent sieve, percent by mass: 95.0 (Minimum)

#### **34. POTASSIUM FORMATE**

**Specification:**

1. Physical State: The material shall be in the form of white granular or crystalline powder, free from visible impurities.
2. Specific Gravity of saturated solution at  $24 \pm 2^\circ\text{C}$ : 1.57 (Minimum)
3. pH of 5% (w/v) solution in Distilled water: 7.0 - 10.0
4. Potassium Formate (calculated), percent by mass: 96.0 (Minimum)
5. Chloride as KCl, percent: 0.50 (Maximum)

#### **35. POLYAMINE**

**Specification:**

1. Physical State: The material shall be clear colorless / pale yellow liquid, free from visible impurities.
2. Miscibility of 2% (v/v) of CHS with water: Completely miscible.
3. **Qualitative determination of Choline chloride: Should be absent**
4. Miscibility of 2% (v/v) of CHS with 3 % KCl solution: Completely miscible.
5. Specific Gravity at  $24 \pm 2^\circ\text{C}$ : 1.01 – 1.10
6. Qualitatively determine  $\text{Na}^+$ ,  $\text{K}^+$  and  $\text{Ca}^{++}$  in 2% CHS / Polyamine solution in Distilled water: All the three elements should be absent.
7. Chemical Assay: Reinecke Salt gravimetric method, percent by mass: 20.0 (Maximum).
8. Swelling test: Swelling by 2 % (w/v) solution of the sample by LSM against Bentonite pellets compressed to 10,000 psi in a 02 hrs test, percent: 24.0 (Maximum).
9. Apparent Viscosity of Bentonite suspension (450 ml Distilled water +45 gms Bentonite powder) at  $24 \pm 2^\circ\text{C}$ , Cp: Record Apparent Viscosity.
10. Apparent Viscosity of treated (2% w/v of CHS) Bentonite suspension at  $24 \pm 2^\circ\text{C}$ , cP: Should not be more than 15 % of base mud.
11. MBC of Bentonite slurry (2 ml Bentonite slurry + 5 ml Distilled water, Stir for 30 minutes, ml: Record MBC.
12. MBC of treated Bentonite slurry (2 ml Bentonite slurry + 5 ml Distilled water + 5 ml (2% Polyamine solution in Distilled water), Stir for 30 minutes, ml: Should be 65% (Maximum) of Bentonite slurry.

#### **36. POTASSIUM CHLORIDE**

**Specification:**

1. Physical Properties: The material as received should be a crystalline solid/powder and white in colour, free from dirt and foreign matter.
2. Moisture Content at  $105 \pm 2^\circ\text{C}$ , % by mass, maximum.: 2.00
3. Matter Insoluble in water, (on dry basis), % by mass maximum. : 0.50
4. Calcium Content (on dry basis) ppm, maximum. : 2000.00
5. Purity as Potassium Chloride, (on dry basis), % by mass, min.: 97.00

6. Packing:

- i) (The material should be packed in polythene bag (100 gauge) which in turn should be packed in HDPE bag strong enough to withstand rigours of transit and storage. The material should be supplied in the original packing of the manufacturer. Capacity 50 kg net per bag.
- ii) PELLETIZATION: -If supply is from foreign source, the supply should be in suitably pelletized forms.

7. Marking : Each bag shall have clear legible markings as given below :

- (i) Name of the product.
- (ii) Name of the supplier.
- (iii) Date/Month/Year of manufacture.
- (iv) Supply order number against which the present supply is made.

**37. CFLS (CHROME FREE LIGNO SULPHONATE)**

A chromium free environmentally safe salt of sulphonated lignin compound used as dispersant in water-based drilling mud to control mud rheology and time gel.

**Specification:**

- 1. Physical Properties: The material, as received, should be a free flowing dark brown / black powder free from lumps, dirt and other foreign matter.
- 2. Moisture Content as measured at: 10.00, 105 +/- 2 degC % by mass, maximum
- 3. Water soluble content: The material should be easily soluble in water.
- 4. Caking tendency: Should not display any caking tendency when tested at 50 degC.
- 5. Chromium content: Not more than 100 ppm
- 6. Lignosulphonate group (to detect by presence of absorption peak at 275 -285 nm by UV visible spectrophotometer in a 50-ppm solution of the sample in distilled water - Positive
- 7. Performance Test:

**A. Fresh water mud (I) Test at 26 +/- 2 degC**

a) Preparation of base mud - Prepare base mud of 10% (w/v) bentonite suspension in distilled water using OIL approved bentonite and stir the mixer in multimixer for 15 minutes so that no lumps are left after the stirring period. Age the lapse of the aging period, cool the suspension and adjust apparent viscosity to 52.5 +/- 2.5 cp by dilution with distilled water. Measure rheological properties at 26 +/- 2 degC.

- (i) Apparent viscosity: To record
- (ii) Yield value, lbs/100 ftsq: To record

a) Preparation of treated mud-Treat part of above base mud with 1.0% (w/v) of the CFLS product and stir the mud for 30 minutes in multimixer. Adjust PH in the range of 10.0 - 10.5 by 5N caustic soda solution during stirring. Measure the rheological properties of the treated mud at 26 +/- 2 degC which should be as under:

- (i) Apparent viscosity, cp, maximum: 33% of 7A(I)(a,i)
- (ii) Yield value, lbs/100 sqft, maximum: 10% of 7A(I)(a,ii)

8. Packing: The material should be packed in good quality moisture proof multiply paper bags and should be strong enough to withstand rigours of transit and storage. Capacity 25 kgs net per bag.

9. Markings: Each bag should have clear legible markings as given below:

- (i) Name of the product
- (ii) Name of the supplier
- (iii) Date/month/year of manufacture
- (iv) Supply order number against which the supply is made

**N.B.** Apparent viscosity, plastic viscosity and yield value will be measure by Fann VG meter.

### **38. CELLOPHANE FLAKES/JEL FLAKES**

General Purpose of Use:

To use in drilling fluids for prevention of loss of circulation occurred through large crevices and fractures.

#### **Specification:**

1. Physical Properties: The material should be in the form of thin, soft and comprssible flakes and should be insoluble in water and crude oil.
2. Sizes: The material should be of assorted sizes.
  - i) Length : 1 - 3 cm
  - ii) Breadth : Less than 1/2 cm
  - iii) Thickness : Paper thin
  - iv) Compressibility : Highly compressible
3. Temperature: Should not melt at Stability 90 degC
4. Packing: The material should be packed in D.W. gunny bags with single polythene lining strong enough to withstand rigours of transit and storage. Capacity 25 kgs net per bag.
5. Markings : Each bag should have clear legible markings as given below :
  - i) Name of the product
  - ii) Name of the supplier
  - iii) Date/month/year of manufacture
  - iv) Supply order number against

### **39. CITRIC ACID**

#### **Specification:**

1. Physical state: The material shall be in the form of odourless crystals or granules or fine crystalline powder.
2. Solubility in Water: Should form a clear solution
3. Purity as Citric Acid Monohydrate, percent by mass: 99.5 (Minimum)
4. Halides as Chloride, 10 ppm, maximum, by Tubidity comparison: Opalescence/Turbidity produced with material not greater than that obtained in the control test.
5. Heavy Metals as Lead, (10 ppm, maximum, by Colour comparison method) : Colour produced with sample not greater than that produced in the control test
6. Oxalates: Neutralise 10 ml of 5% (w/v) Solution of the material with dilute Ammonium Hydroxide. Add 5 drops of dilute Acetic Acid, cool and add 2ml of Calcium Chloride solution: No turbidity should be produced
7. Arsenic Content, ppm : 1 (Maximum)

~~~ (END OF SECTION – II, PART-III) ~~~

PART-III

SECTION - III

SPECIAL TERMS AND CONDITIONS

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

DEFINITIONS:

Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

- (a) **"Approval"** as it relates to Company, means written approval.
- (b) **"Company"** or **"OIL"** means Oil India Limited.
- (c) **"Contractor's base camp"**: It will be Contractor's responsibility to maintain adequate space and utilities at their designated base in and around Bhubaneswar 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.
- (d) **"Company's items"** means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.
- (e) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The Company representatives of OIL and Consultant deployed by OIL for supervision of operations are also included in the Company's personnel.
- (f) **"Contract"** means agreement entered into between Company and Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (g) **"Contractor"** means the individual or firm or Body incorporated performing the work under this Contract.
- (h) **"Contractor's items"** means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in section II under Terms of Reference and Technical Specifications.
- (i) **"Contractor's Personnel"** means the personnel to be provided by the Contractor from time to time to provide services as per the Contract;
- (j) **"Contractor's representatives"** means such persons duly appointed by the Contractor to act on Contractor's behalf and notified in writing to the Company.
- (k) **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- (l) **"Facility"** means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement.
- (m) **"Party"** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.

- (n) **“Operating Area”** means those areas in Odisha where Cementing Operations will be carried out.
- (o) **“Site”** means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- (p) **“Work”** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (q) **“Gross Negligence”** means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (r) **“Affiliate”** as applied to Company, its Co-venture’s, Participants, Contractor, sub-contractor shall mean in relation to any Company, at any time, any other entity (a) in which such Company directly or indirectly controls more than 50% (fifty percent) of the registered capital or rights to vote or (b) which directly or indirectly controls more than fifty per cent (50%) of the registered capital or rights to vote of such Company; or (c) of which an entity as mentioned in (b) above, controls directly or indirectly more than fifty percent (50%) of the registered capital or the rights to vote and shall include a subsidiary or a holding Company of any tier of the aforementioned
- (s) **“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 OIL designated area to another OIL designated area.

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

1.1 Company's nominated Chemists will be associated with supervision & guidance of the work to be carried out by the Contractor throughout the operations. The Contractor shall execute the ME&DWM services in a cost-effective way with professional competence and in an efficient workman-like manner and provide Company with a standard of work customarily provided by reputed Mud Engineering Contractors to major international oil companies in the petroleum industry.

2.0 PROVISION OF PERSONNEL AND FACILITIES

2.1 The Contractor shall provide the Mud Engineers and other personnel as may be required for job execution at site including testing/handling of Mud laboratory, supplying & storing of Mud Chemicals, formulation, preparation & monitoring of mud system etc. to ensure uninterrupted drilling of wells.

2.2 The Mud Engineers to be deployed by the Contractor for job execution at site must have the requisite experience & qualifications as detailed herein and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company.

2.3 The Contractor shall be responsible for, and shall provide for all requirements of his personnel and of their sub-contractor, if any, including but not limited to their insurance, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.

2.4 Company will provide the accommodation, food and preliminary first-aid services at well site free of charge for the contractor's personnel.

2.5 Bidder shall furnish the list of lab. Equipment with type, make, year of manufacture with supporting documents along with their offer.

3.0 LABOUR: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation & Abolition) Act, 1970. Provision of off should be kept as per statutory guidelines.

3.1 SAFETY: Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of chemicals at all times.

3.2 Contractor shall provide the Personal Protective Equipment (PPE) to their personnel.

3.3 PROTECTION OF ENVIORNMENT: In performance of the Contract, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.

4.0 CONFIDENTIALITY OF INFORMATION: All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after termination of the Contract.

5.0 OBLIGATION OF THE CONTRACTOR

5.1 Contractor at their cost shall arrange the clearance of all Chemicals, lab. Equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.

5.2 For clearance of imported items on concessional/nil rate of customs duty as prevailing now, Company will issue recommendatory letters for Contractor to obtain Essentiality Certificates (EC) from the DGH (India), provided proper commercial invoice(s) & request letter is received by Company in 30 days (min.) advance. Delay in submission of such

documents or submission of improper/ inadequate documents to Company in this regard will be at sole risk and liability of Contractor.

5.3 Contractor shall arrange for inland transportation of all chemicals, equipment, related spares & consumables from the port to the place of work and back at the end of the work at their own expense. Contractor shall carry sufficient stocks of these items for uninterrupted operation throughout the contractual period.

5.4 Contractor shall maintain proper account of the consumption of chemicals and shall submit daily, weekly and monthly consumption/stock statements to the Company.

5.5 Contractor shall keep their lab. Equipment in good working order all throughout.

5.6 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the Contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.

5.7 Any other works required for efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligations of the Company defined below.

5.8 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.

5.9 The Contractor's personnel must be sound enough to provide the above services in good standard, failing which Company reserves the right to ask for removal of any Contractor's Personnel with 72 hours' notice.

5.10 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc. Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below.

6.0 OBLIGATIONS OF COMPANY:

6.1 Company shall be responsible for Petroleum Exploration License (PEL) and consent to operate from appropriate authorities for carrying out the drilling operation. Administrative help will be provided by Company towards obtaining permits for the expatriates required for the operations. However, the Contractor shall make available the required details of the expatriates, for their permits, well in time.

6.2 Company shall organize all possible help from local Government/ Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.

6.3 CUSTOMS DUTY: In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017 and amendments thereon as on date, imports of the items specified in List

33 (CONDITION NO. 48) of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST@12%) subject to conditions specified therein (Condition No.48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 12% GST (i.e., IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No.03/2017 and amendments thereon.

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

6.3.2 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

6.3.3 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in **Proforma-A** or the actual whichever is less (for the first-time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in **Proforma-A** will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

6.3.3.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents

and necessary help.

6.3.3.2 Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 33 of above notification against concessional rate of 12% Customs Duty. OIL is not liable in whatsoever manner, for the rejection of their claims for concessional rate of 12% Customs Duty by any of the authorities including the DGH.

6.3.3.3 The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.

6.3.3.4 Similarly, such specified goods required for petroleum operations if procured from domestic sources would attract 12% concessional GST (IGST or CGST & SGST/UTGST) as per notification no. 3/2017 dtd. 28.06.2017 against issuance of EC by DGH for which OIL shall issue the recommendatory letter.

Note: The recommendatory letter will be given *only* for those items which are either consumed during the execution of work or *for those equipment/tools* which are *undertaken to be* re-exported by the bidder. The recommendatory letter will not be issued when the bidder imports the equipment/tools on acquisition basis and does not *undertake to re-export* the same after the completion of the contract.

6.4 The Company shall provide, if required, all necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend all assistance and necessary help to the Contractor. The Contractor will give the Company forty-five (45) days advance intimation for providing Import License, if any, provided all the documents submitted by the Contractor are in order.

7.0 COMPLETION OF DEMOBILIZATION: Demobilization shall be completed by Contractor within 30 days of expiry/termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by Contractor except consumables and spares, which were consumed during the course of job execution under the contract. In case of failure to do so in the allotted time hereof 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. In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearance in India, then Contractor shall be fully liable for payment of the custom duty.

8.0 CHANGES:

8.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited

to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

8.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the **Price Schedule read with Section-IV Schedule of Rates**. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 42, GCC of Contract. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

9.0 NOTICES:

9.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing to the applicable address specified below:

Company

Oil India Limited

Bay Exploration Project,

IDCO Towers, 3rd Floor

Janpath, Bhunaneswar-751022, Odisha

Contractor

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

9.3 DATA INTERPRETATION:

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 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 Willful Misconduct.

11.0 POLLUTION & CONTAMINATION:

Notwithstanding anything to the contrary contained herein, it is understood and agreed by the Contractor and Company that the responsibility for pollution or contamination shall be as follows:

- i) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.
- ii) The Company shall assume all responsibility for all other pollution and contamination (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.
- iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

12.0 LIABILITY FOR THE WELL OR RESERVOIR:

Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of:

- 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 subsurface 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;
- v) Third party liabilities arising out of the above irrespective of the cause and the 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.

- 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.

13.0 LIMITATION OF LIABILITY:

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

a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, **or** otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages or Penalty to the Company.

b) Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract price provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

14.0 INTELLECTUAL PROPERTY:

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.

15.0 IP INFRINGEMENT:

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:

(a) Specific modification or design of Contractor equipment or Services to meet Company's specifications,

- (b) Combination of Contractor's equipment or Services in combination of other equipment and/or services not recommended by Contractor,
- (c) Out of unauthorized additions or modifications of Contractor's equipment or services by Company, or
- (d) 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.

~~~ (END OF SECTION – III, PART-III) ~~~

### **PART-III**

#### **SECTION – IV**

#### **SCHEDULE OF RATES**

The bidder shall quote the rates/prices in their Price Bid strictly as per **Part-III, Section-V (TABLE-A, TABLE-B, TABLE-C & TABLE-D)**. The quantity/parameter/No. of Days etc. shown against each item in the Tables is tentative and valid for Bid Evaluation purpose only. Payment to the successful Bidder/Contractor shall be made on the basis of actual utilization/work done/ quantity consumed. All “DAY RATE” charges shall be quoted for 24 hours a day basis. But, for part of a day, the same shall be payable on pro-rata up to the nearest half an hour basis. Commercial evaluation of Bids to establish inter- se-ranking of all technically qualified bidders will be done based on the rates/charges quoted in these Tables only.

##### **A. MOBILIZATION CHARGES:**

##### **[FOR TOOLS / EQUIPMENT WITH ALL ACCESSORIES / CONSUMABLES]**

a) Mobilization charges shall be one-time **LUMP SUM** charge which shall covers all local and foreign costs (if any) of the Contractor to mobilize the tools & equipment and Consumables as specified in the Contract, to the location and also includes all duties, any other local and foreign taxes, service tax, port fees, inland transportation and any other costs if applicable etc.

b) **Mobilization Charges** as **LUMP SUM** amount shall be payable on the completion of **Mobilization** as defined in Clause No. 4.2 of Section-I, Part-III under GCC.

c) **Total Mobilization Charges quoted should not exceed 1.5% of the total Contract value.** However, the Mobilization charges if quoted in excess of 1.5% of the total quoted value excluding optional charges; the excess amount shall be paid at the end of the Contract.

d) Company at its discretion may allow operations to start without complete mobilization. However, the shortfall items must be mobilized by the Contractor immediately thereafter. If Company permits the Contractor operations without completed mobilization, only 80% of mobilization charges will become payable to the Contractor and the remaining 20% of mobilization charges will be paid only after the shortfall items are made available. The Liquidated Damage as set out in the Contract shall be applicable up to the date the shortfall items are made available. However, notwithstanding this provision for partial mobilization, Contractor must make all efforts for mobilization of Contractor’s equipment, tools and accessories etc. as per the contractual provisions.

##### **B. MOBILIZATION CHARGES FOR PERSONNEL:**

a) **Mobilization Charges** shall be **LUMP SUM** amount and shall cover all costs of Contractor include but not limited to travel expenses, in-transit accommodation charges, personal insurance etc. for Contractor’s Personnel to reach the Company designated Site on receipt of the mobilization notice from Company.

e) **Mobilization Charges** shall be payable to the Contractor after the completion of **Mobilization** of Contractor's Personnel as defined in Clause No. 4.2 of Section-I, Part-III under GCC.

**C. DEMOBILIZATION CHARGES**

**[FOR TOOLS / EQUIPMENT WITH ALL ACCESSORIES / CONSUMABLES]**

a) The Demobilization Charges shall be payable one time on lump sum basis which include all charges towards demobilization of Contractor's tools, equipment along with all accessories from the drilling location to Contractor's base upon completion/termination of Contract.

b) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.

c) The Company shall give notice to the Contractor to commence demobilization. The Contractor will ensure that demobilization is completed within 30 (thirty) days from the date of notice from the Company.

d) No charges, whatsoever, shall be payable to the Contractor from the date of notice to demobilize being issued to the Contractor by the Company.

e) Pursuant to Clause 27.11 and Clause 44.0 of 'General Conditions of Contract', Demobilization charges shall be paid to the Contractor for complete package of Tools/ Equipment/ Spare/ Accessories etc. after completion of the contractual period/ termination of the Contract.

f) The Contractor will ensure that demobilization is completed and Company's work-site is cleared-off Contractor's property within 30 (thirty) days of notice from the Company. Penalty will be imposed "@10% per day" of De-Mobilization Charges for every additional day consumed by Contractor beyond stipulated 30 (thirty) days to complete De-Mobilization.

g) **Total Demobilization Charges quoted should not be less than 1% of the total Contract value.** However, the De-mobilization charges if quoted in deficit or less than 1% of the total quoted value, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the Contract along with Demobilization charges.

**D. DE-MOBILIZATION CHARGES**

**[ALL PERSONNEL]**

**De-Mobilization Charges** shall be payable to the Contractor as "**LUMP SUM**" amount for the Contractor's personnel after their departure from the well site on receipt of de-mobilization notice from the Company.

**E. RENTAL CHARGES FOR ALL EQUIPMENT PER DAY**  
**[FOR TOOLS / EQUIPMENT WITH ALL ACCESSORIES]**

- a) Rental Charges for Contractor's tools & equipment shall be payable with effect from the date of completion of Mobilization. OIL will certify within 3(three) working days for the mobilization at OIL's nominated well site. Rental charges (standby/ operational), as the case may be, shall apply thereafter.
- b) The Rental Charges includes the use of equipment, supply of spares and consumables, replacement/ maintenance cost and other operational requirement (if any) during the Contract period. The Contractor must maintain adequate stock of such regularly required items/spares at the drilling site under their possession to ensure uninterrupted service.
- c) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.
- d) During "Rental" period the tools/equipment are required to be in fully operating condition, save repair and preventive maintenance with prior permission of the Company.
- e) Rental Charges shall not be payable, if the Contractor withdraws the whole or part of the equipment or any manpower affecting operations.
- f) If Contractor's tool/ equipment fails to perform, for any reason during the operation, no Rental Charges shall become payable until the equipment/ tool is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.
- g) Rental Charges shall not be payable for any tool/ equipment from the day of last successful operation if the tool /equipment including back-up(s) fails to function, to OIL's satisfaction, up to the very beginning of the next operation.

**F. OPERATING DAY RATE FOR PERSONNEL (ODRP)**

- a) **ODRP** shall be payable for the following Contractor's Personnel:

**For Mud Engineering Services per unit:**

Lead Mud Engineer: 01 (One) no.

Second/Night Mud Engineer: 01 (One) no.

**For Drilling Waste Management Services per unit:**

Waste Management Supervisor: 01 (one) no.

Waste Management Operators: 02 (two) Nos.

**For Filtration Unit (Call Out) Services per unit:**

Filtration unit Operator: 01(one) No.



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

b) **ODRP** shall be payable to Contractor's Personnel for performing the Work as envisaged under the Contract from the day the Contractor completes Mobilization of Contractor's personnel at the designated Locations.

c) **ODRP** for Contractor's Personnel shall cease with effect from the day the Company serves demobilization notice to the Contractor.

d) No **ODRP** shall be due to the Contractor if Contractor's tool/ equipment fails to perform for any reason during the operation, until the equipment/ tool is put back into operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.

#### **G. STANDBY DAY RATE FOR PERSONNEL (SDRP)**

a) **SDRP** shall be payable for the following Contractor's Personnel:

##### **For Mud Engineering Services per unit:**

|                      |              |
|----------------------|--------------|
| Lead Mud Engineer:   | 01 (one) no. |
| Second Mud Engineer: | 01 (one) no. |

##### **For Drilling Waste Management Services per unit:**

|                              |               |
|------------------------------|---------------|
| Waste Management Supervisor: | 01 (one) no.  |
| Waste Management Operators:  | 02 (Two) Nos. |

##### **For Filtration Unit (Call Out) Services per unit:**

|                           |             |
|---------------------------|-------------|
| Filtration unit Operator: | 01(one) no. |
|---------------------------|-------------|

b) **SDRP** shall be payable to Contractor's Personnel for the period; operations are halt due to rig repair/standby/shutdown etc. leading to suspension of Mud Engineering & Drilling Waste Management services continuously for more than 48 hours. However, for the initial consecutive 48 hours of suspension of Mud Engineering / Drilling Waste Management services under such condition, the **ODRP** as per **Clause 'C'** above shall be payable. The **SDRP** shall apply beyond the initial 48 hours till resumption of the services.

c) **SDRP** shall not be payable to the Contractor for the period **ODRP** is being paid.

#### **H. INTERIM DEMOBILIZATION & REMOBILIZATION CHARGES** **(TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)**

a) The bidder is required to quote **Interim Demobilization & Remobilization Charges** in **LUMP SUM** to any well **covering** rental Tools/ Equipment with accessories. The company retains the right to De-Mobilize Contractor's Equipment & Tools temporarily from any well and Re-mobilize the consignment to same well or another well in case of, but not limited to, need for temporary suspension of Company's activity for operational reasons, or any other

reason as deemed fit to the company. In such an event these charges in **LUMP SUM** amount are payable.

b) The total Interim de-mob & re-mob charges quoted should not exceed 2% of total quoted value excluding operation charges. However, the total Interim de-mob & re-mob charges if exceeds 2% of total value, the excess amount shall be paid at the end of contract.

c) No Charges, whatsoever, shall be payable from the time the Interim De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice and duly certified by Company's representative.

d) The Company, at its discretion, may add or reduce back such interim demobilization and remobilization period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract.

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

i) The Contractor shall carry out inter-location movement of Contractor's items on Completion of operation at one well & after receipt of notice from the Company. ILM Charges shall be payable after mobilization of Contractor's items to Company designated next location, only when all the tools/ equipment/ consumables are received and tools/ equipment are tested/ calibrated to its rated specifications to the satisfaction of OIL. The Contractor shall complete the Inter-location Movement within 30 (Thirty) days, **except for DWM UNIT-1 (i.e. ETP service with attached RO system), for which it will be 45 (forty five) days** from the date of ILM notice issued by the Company. **Stand by Rental Charges shall start after the completion of ILM till the Tool/Equipment (Mud Lab & Accessories and DWM Package- (UNIT-1 & UNIT-2)) becomes operational.**

ii) The Contractor shall be solely responsible for executing Inter-Location Movement that covers shifting of all tools / equipment / consumables / Accessories. However, the Company shall provide the crane at loading & unloading points only. Supervision, safety of the tools/ equipment/ consumables/ accessories during loading, transportation & unloading will be responsibility of the Contractor.

iii) The Contractor is required to complete Inter-location movement inclusive of Dismantling of Contractor's facility in one well, Re-Installation and Re-Commissioning of same in next well as per operational requirement.

iv) No Day Rate Charges (RENTAL) for Tools / Equipment shall be payable during the period of inter location movement [from one well to next well] inclusive of Re-Installation & Re-Commissioning at next well. However, if the Contractor is not able to complete the ILM within the stipulated period due to the reasons not attributable to the Contractor, **the Contractor shall be paid Stand by Day Rate Rental Charges for Tools/ Equipment on expiry of the stipulated period. (i.e., 45 days for DWM UNIT-1 and 30 days for Mud Lab & Accessories and DWM UNIT-2 as applicable).**

**\*Inter locations well distance is 50 KM (approx.) from each other and distance from Bhubaneswar Airport/Railway Station/Bus Stop to 1<sup>st</sup> well is 100KM (approx.).**

**J. ZERO RATES:**

Notwithstanding any provision in the Contract, no charges shall be payable for the period, the job or activity assigned to the Contractor is halted due to break-down of Contractor's tools/equipment, non-availability of key personnel or for any other reason whatsoever attributable to the Contractor.

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

(i) All rates quoted by the Bidder shall be restricted to 50% of respective charges under above circumstances. This will be considered as **FORCE MAJEURE RATE**.

(ii) The **Force Majeure Rate** shall be payable during the first 15 (fifteen) days period of force majeure condition for each break out. No payment shall accrue to the Contractor beyond the first 15 (fifteen) days period unless mutually agreed upon for each break out.

**L. GENERAL NOTE:**

(i) Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved, then the same should be shown as "NIL".

(ii) Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per **Proforma-A**, enclosed.

(iii) From the **Proforma-A**, bidder should identify the items of re-exportable in nature (i.e., items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (RE-EX).

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

~~~ (END OF SECTION –IV, PART-III) ~~~

PART-III

SECTION-V

PRICE BID SCHEDULE

Sub: Hiring of Mud Engineering & Drill Waste Management (ME&DWM) Services including supply of Drilling & Completion (Brine) fluid chemicals, Contingency/Insurance chemicals, DWM chemicals with consumables, Equipment, Personnel for a period of 2(two) years, with a provision for extension by maximum 01 (one) year at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the Contract for Exploratory Drilling & Testing of 10 Nos. of Wells in OALP Blocks of Mahanadi Basin: MN-ONHP-2018/1, MN-ONHP-2018/2, MN-ONHP-2018/3, MN-ONHP-2018/4 and MN-ONHP-2018/5 falling under the districts of Khordha, Puri, Kendrapada, Jagatsinghpur, Bhadrakh, Jajpur and Dhenkanal in the state of Odisha.

CURRENCY OF QUOTE: INDIAN RUPEES

TABLE-A

A. TOOLS & EQUIPMENT CHARGES:

| Sl. No. | DESCRIPTION | UNIT | Estd. QTY | Unit Rate (Rs.) | Total Amount (Rs.) | GST % | SAC / HSN Code | Amount with GST (Rs.) |
|----------------------|---|------|-----------|-----------------|--------------------|-------|----------------|-----------------------|
| a. | MUD LAB & ACCESSORIES | | | | | | | |
| i. | Mobilization Charges | LS | 1 | | | | | |
| ii. | Demobilization Charges | LS | 1 | | | | | |
| iii. | Operational Day Rental (ODR) Charges | Days | 680 | | | | | |
| iv. | Standby Day Rental (SDR) Charges | Days | 50 | | | | | |
| v. | ILM Charges upto 50KM | LS | 5 | | | | | |
| vi. | ILM Charges 51-100KM | LS | 2 | | | | | |
| vii. | ILM Charges 101 KM & above | LS | 2 | | | | | |
| viii. | Interim Demobilization - Remobilization Charges for Mud Lab & Accessories | LS | 2 | | | | | |
| SUB TOTAL (a) | | | | | | | | |
| b. | DWM PACKAGE (UNIT -1) FOR ETP SERVICE WITH ATTACHED RO SYSTEM | | | | | | | |
| i. | Mobilization Charges | LS | 1 | | | | | |
| ii. | Demobilization Charges | LS | 1 | | | | | |
| iii. | Operational Day Rental (ODR) Charges | Days | 400 | | | | | |
| iv. | Standby Day Rental (SDR) Charges | Days | 50 | | | | | |
| v. | ILM Charges upto 50KM | LS | 5 | | | | | |
| vi. | ILM Charges 51-100KM | LS | 2 | | | | | |
| vii. | ILM Charges 101 KM & above | LS | 2 | | | | | |
| viii. | Interim Demobilization - Remobilization Charges for DWM Unit | LS | 2 | | | | | |
| SUB TOTAL (b) | | | | | | | | |

| c. | DWM PACKAGE (UNIT-2) FOR BRINE FILTRATION UNIT (ON CALL OUT BASIS) | | | | | | | |
|--|---|------|-----|--|--|--|--|--|
| i. | Mobilization Charges | LS | 1 | | | | | |
| ii. | Demobilization Charges | LS | 1 | | | | | |
| iii. | Operational Day Rental (ODR)Charges | Days | 250 | | | | | |
| iv. | Stand By Day Rate (SDR) | Days | 50 | | | | | |
| v. | ILM Charges upto 50KM | LS | 5 | | | | | |
| vi. | ILM Charges 51-100KM | LS | 2 | | | | | |
| vii. | ILM Charges 101 KM & above | LS | 2 | | | | | |
| viii. | Interim Demobilization - Remobilization Charges for Filtration Unit | LS | 2 | | | | | |
| SUB TOTAL (c) | | | | | | | | |
| TOTAL ESTIMATED EQUIPMENT CHARGES INCLUDING (GST) (A)= (a+b+c) | | | | | | | | |

NOTE TO BIDDER: Bidder is to quote the unit price for the call out items mentioned under DWM package and the price will be considered during price bid evaluation.

TABLE-B

B. PERSONNEL CHARGES:

| Sl. No. | DESCRIPTION | UNIT | Estd. QTY | Unit Rate (Rs.) | Total Amount (Rs.) | GST% | SAC / HSN Code | Amount with GST (Rs.) |
|---------------|-----------------------------------|------|-----------|-----------------|--------------------|------|----------------|-----------------------|
| a. | Lead Mud Engineer x 1 no. | | | | | | | |
| i. | Mobilization Charges | LS | 10 | | | | | |
| ii. | Demobilization Charges | LS | 10 | | | | | |
| iii. | ODRP | Days | 630 | | | | | |
| iv. | SDRP | Days | 100 | | | | | |
| SUB TOTAL (a) | | | | | | | | |
| b. | Night Mud Engineer X 1 no. | | | | | | | |
| i. | Mobilization Charges | LS | 10 | | | | | |
| ii. | Demobilization Charges | LS | 10 | | | | | |
| iii. | ODRP | Days | 630 | | | | | |
| iv. | SDRP | Days | 100 | | | | | |
| SUB TOTAL (b) | | | | | | | | |
| c. | DWM Supervisor X 1 no. | | | | | | | |
| i. | Mobilization Charges | LS | 10 | | | | | |
| ii. | Demobilization Charges | LS | 10 | | | | | |
| iii. | ODRP | Days | 400 | | | | | |
| iv. | SDRP | Days | 50 | | | | | |
| SUB TOTAL (c) | | | | | | | | |
| d. | DWM Operator X 2 Nos. | | | | | | | |
| i. | Mobilization Charges | LS | 10 | | | | | |
| ii. | Demobilization Charges | LS | 10 | | | | | |
| iii. | ODRP | Days | 400 | | | | | |

| | | | | | | | | |
|--|---|------|-----|--|--|--|--|--|
| iv. | SDRP | Days | 50 | | | | | |
| SUB TOTAL (d) | | | | | | | | |
| e. | Filtration Unit Operator X 1 Nos. (ON Call Out Basis) | | | | | | | |
| i. | Mobilization Charges | LS | 10 | | | | | |
| ii. | Demobilization Charges | LS | 10 | | | | | |
| iii. | ODRP | Days | 250 | | | | | |
| iv. | SDRP | Days | 50 | | | | | |
| SUB TOTAL (e) | | | | | | | | |
| TOTAL PERSONNEL CHARGES INCLUDING GST(B)=(a+b+c+d+e) | | | | | | | | |

NOTE TO BIDDER: Bidder is to quote the unit price for the call out items mentioned under DWM package and the price will be considered during price bid evaluation.

TABLE-C

C. PRICE OF MUD/COMPLETION(BRINE) CHEMICALS

| Sl. No. | Description | Brand name | Country of origin | Unit of supply | Estd. Quantity | Unit Rate (Rs.) | Total Amount (Rs.) | GST % | SAC / HSN Code | Amount including GST (Rs.) |
|---------|--|------------|-------------------|----------------|----------------|-----------------|--------------------|-------|----------------|----------------------------|
| a. | Regular Chemicals | | | | | | | | | |
| 1 | Bentonite | | | MT | 600 | | | | | |
| 2 | Barite | | | MT | 2976 | | | | | |
| 3 | Soda Ash | | | KG | 10440 | | | | | |
| 4 | Potassium Sulphate | | | KG | 429935 | | | | | |
| 5 | KOH | | | KG | 12470 | | | | | |
| 6 | CMC-LVG | | | KG | 66600 | | | | | |
| 7 | PAC-SL | | | KG | 29155 | | | | | |
| 8 | PAC-R | | | KG | 31230 | | | | | |
| 9 | XC-Polymer | | | KG | 24070 | | | | | |
| 10 | PHPA | | | KG | 37190 | | | | | |
| 11 | Sulphonated Asphalt | | | KG | 37200 | | | | | |
| 12 | Micronized Calcium Carbonate (F/M/C grade) | | | KG | 354205 | | | | | |
| 13 | Glycol | | | LTR | 94550 | | | | | |
| 14 | Biocide (Formaline) | | | LTR | 18000 | | | | | |
| 15 | Drilling Detergent | | | LTR | 14460 | | | | | |
| 16 | Linseed Oil | | | LTR | 31375 | | | | | |
| 17 | CMC-HVG | | | KG | 22800 | | | | | |
| 18 | Resinex | | | KG | 22080 | | | | | |
| 19 | CFLS | | | KG | 22080 | | | | | |
| 20 | Caustic Soda | | | KG | 10800 | | | | | |
| 21 | Polyamine | | | LTR | 155785 | | | | | |
| 22 | Polyol | | | LTR | 221720 | | | | | |

| | | | | | | | | | | |
|--|----------------------------------|--|--|-----|---------|--|--|--|--|--|
| 23 | Geltex/Gurgam | | | KG | 19680 | | | | | |
| 24 | EP-lube | | | LTR | 40800 | | | | | |
| 25 | Sodium Bicarbonate | | | KG | 8640 | | | | | |
| b. Contingency/ Insurance Chemicals | | | | | | | | | | |
| 26 | Pipelax | | | LTR | 19680 | | | | | |
| 27 | Mica | | | KG | 9600 | | | | | |
| 28 | Saw dust | | | KG | 9600 | | | | | |
| 29 | Jel Flakes | | | KG | 9600 | | | | | |
| 30 | Walnut shell | | | KG | 9600 | | | | | |
| 31 | SAPP | | | KG | 7200 | | | | | |
| 32 | Teepol | | | LTR | 7200 | | | | | |
| 33 | Lime | | | KG | 17760 | | | | | |
| 34 | Defoamer (Octyl alcohol) | | | LTR | 15600 | | | | | |
| 35 | Citric Acid | | | KG | 13920 | | | | | |
| 36 | Starch | | | KG | 19680 | | | | | |
| 37 | Oxygen Scavenger | | | KG | 7920 | | | | | |
| 38 | Zinc Carbonate (H2S Scavenger) | | | KG | 12720 | | | | | |
| 39 | Any Other Chemicals | | | | | | | | | |
| c. Completion Chemicals | | | | | | | | | | |
| 40 | Corrosion Inhibitor (Amine base) | | | LTR | 6950 | | | | | |
| 41 | Sodium Formate | | | KG | 1157210 | | | | | |
| 42 | Potassium Chloride | | | KG | 180435 | | | | | |
| 43 | Potassium Formate | | | KG | 216000 | | | | | |
| TOTAL COST OF CHEMICALS (INCLUDING GST) (C)= (a+b+c) | | | | | | | | | | |

TABLE-D

D. PRICE OF DWM CHEMICALS & CONSUMABLES FOR UNIT-1& UNIT-2:

| Sl. No. | Consumables | Brand Name | Unit | Estd. Qty | Unit Rate (Rs) | Amount (Rs.) | GST% | SAC / HSN Code | Amount including GST (Rs.) |
|----------------------------------|--------------------------------------|------------|------|-----------|----------------|--------------|------|----------------|----------------------------|
| Chemicals for DWM | | | | | | | | | |
| a | Flocculent (Poly Electrolyte) | | MT | 35 | | | | | |
| b | Coagulant-1(Non-Ferric Alum) | | MT | 165 | | | | | |
| c | Coagulant-2(Poly Aluminium Chloride) | | MT | 35 | | | | | |
| Other Consumables for DWM | | | | | | | | | |
| d | 2-micron absolute Cartridges | | No. | 500 | | | | | |
| e | 5-micron absolute | | No | 1165 | | | | | |

| | | | | | | | | |
|--|-------------------------------|--|-----|------|--|--|--|--|
| | Cartridges | | | | | | | |
| f | 10-micron absolute Cartridges | | No | 1165 | | | | |
| g | 25-micron bag filters | | No. | 130 | | | | |
| h | 40-micron bag filters | | No. | 130 | | | | |
| TOTAL ESTD. COST OF DWM CHEMICAL AND CONSUMABLES (INCLUDING GST) (D)= (a+b+c+d+e+f+g+h) | | | | | | | | |

**GRAND TOTAL ESTD. COST OF MUD ENGINEERING (ME) & DRILLING WASTE MANAGEMENT (DWM) SERVICES FOR A PERIOD 02 (TWO) YEARS INCLUSIVE OF ALL TAXES & DUTIES AND INCLUDING APPLICABLE GST)
E=(A+B+C+D)
(TO BE CONSIDERED FOR BID EVALUATION)**

NOTES TO BIDDER:

1) The Bid in which the rate for any of the above services are not quoted shall be rejected. However, if no charge is involved for any of the above work, 'NIL' should be mentioned against such services.

2) The bidders are to quote above rates inclusive of all liabilities and GST.

3) The quantities shown above against each item in the Price Bid Schedule are for evaluation purpose only. However, quantities may vary in actual as per Company's requirement and payment will be made on actuals only.

4) The Mobilization Charges of the rental equipment/tools, Mud lab, DWM equipment and accessories should not exceed 1.5% of the total quoted value excluding optional charges. However, the Mobilization charges if quoted in excess of 1.5% of the total quoted value excluding optional charges; the excess amount shall be paid at the end of the Contract.

5) The De-Mobilization Charges of the rental equipment/tools, Mud Lab, DWM equipment and accessories should not be less than 1% of the total quoted value excluding optional charges. However, the De-mobilization charges if quoted in deficit or less than 1% of the total quoted value excluding optional charges, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the Contract along with Demobilization charges.

6) The total Interim Demobilization & Re-Mobilization Charges quoted should not exceed 2% of the total quoted value excluding optional charges. However, the total Interim Demobilization charges if quoted in excess of 2% of the total quoted value, the excess amount shall be paid at the end of the Contract.

7) 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 and 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.

8) Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods. However, in terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017 and amendments thereon as on date, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No.48). Bidders should quote these GST components as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

9) Please note that as per Section 171 of the GST act [Anti-Profiteering Provisions Under the GST Law], it is mandatory to pass on the benefit due to any reduction in rate of tax or from input tax credit to the consumer by the way of commensurate reduction in price.

10) Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e., considering total quoted price for all services and Cost of Chemicals (Consumables per well) including GST (CGST & SGST/UTGST or IGST).

11) 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.

12) Price Bid without giving any of the details of the taxes (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.

13) Zero% Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the Purpose of evaluation.

~~~(END OF SECTION-V, PART-III)~~~

**IFB No.: CBI1011P23**

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

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

**1.0** 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".

**2.0** The items, which are of consumable in nature should be indicated as "PARTLY" in column "J".

**3.0** For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e., HSN Code) of each item in column "L".

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

**Authorized Person's Signature:** .....

**Name:** .....

**Seal of the Bidder:**

**BID FORM**

To,

**M/s Oil India Limited,  
3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH  
Bhubaneswar, Odisha**

**Sub: Tender No. IFB No.: CBI1011P23**

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20...

Name of the Authorized Signatory: \_\_\_\_\_

Name of the Firm/Service Provider/Bidder: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH RESPECT TO BEC/BRC**

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

Name of the Authorized Signatory: \_\_\_\_\_

Name of the Firm/Service Provider/Bidder: \_\_\_\_\_

**PROFORMA-D**

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

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

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

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

Name of the Authorized Signatory: \_\_\_\_\_

Name of the Firm/Service Provider/Bidder: \_\_\_\_\_

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

**Bid Security Declaration**

(To be submitted on Bidder's letter head)

**To:  
M/S OIL INDIA LIMITED,  
3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH  
BHUBANESWAR, ODISHA**

**Tender No.: IFB No.: CBI1011P23**

I/We, the undersigned, declare that:

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

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

**FORM OF PERFORMANCE BANK GUARANTEE**

**To:**  
**M/S OIL INDIA LIMITED,**  
**3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH**  
**BHUBANESWAR, ODISHA**

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

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

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

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

This guarantee is valid until the date of \_\_\_\_\_

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

**A. Issuing Bank:**

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

**B. Controlling Office:**

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

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

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

**CONTRACT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam and Project Office at IDCO Tower, 3<sup>rd</sup> Floor, Janpath, Bhubaneswar, Odisha, India hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's Tender No. -----. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, shall there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's Bid Document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Conditions of this Contract
  - (b) Section-II indicating the Terms of Reference/Technical Specifications/Scope of Work
  - (c) Section-III indicating the Special Terms & Conditions
  - (d) Section-IV indicating the Schedule of Rates
  - (e) Section-V indicating the Price Bid Schedule



3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of Company  
(Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA LETTER OF AUTHORITY**

**To:**  
**M/S OIL INDIA LIMITED,**  
**3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH**  
**BHUBANESWAR, ODISHA**

**Sub: OIL's IFB No.: CBI1011P23**

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**AUTHORIZATION FOR ATTENDING BID OPENING**

**To,**

**Date:**

**M/S OIL INDIA LIMITED,  
3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH  
BHUBANESWAR, ODISHA**

**Sub: OIL's IFB No.: CBI1011P23**

We authorize Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Bhubaneswar on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

To,  
M/S OIL INDIA LIMITED,  
3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH  
BHUBANESWAR, ODISHA

**SUB: SAFETY MEASURES FOR TENDER NO. CBI1011P23**

**DESCRIPTION OF WORK/ SERVICE:**

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.

(Seal)

Date \_\_\_\_\_

Yours Faithfully  
M/s \_\_\_\_\_

FOR & ON BEHALF OF CONTRACTOR

**INTEGRITY PACT**

Between

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

And

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, Contract/s for certain services under Tender No. **CBI1011P23**. 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:

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the Contract execution.

(iii) The Principal will exclude from the process all known prejudiced persons.

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

**Section: 2 -Commitments of the Bidder/Contractor**

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

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

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

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

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

(v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

(vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

### **Section 3 -Disqualification from tender process and exclusion from future Contracts.**

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the

transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

5. Integrity Pact, in respect of a particular Contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the Contractor **as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of Contract, if specifically raised before the IEMs shall be looked into by IEMs.

#### **Section 4 -Compensation for Damages.**

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

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

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

#### **Section 5 -Previous transgression.**

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

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

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

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

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

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

**Section: 7 -Criminal charges against violating Bidders/contractors/ Subcontractors.**

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

**Section: 8 -External Independent Monitor/Monitors.**

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

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

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

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within



reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

#### **Section:9 -Pact Duration**

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

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

#### **Section:10 -Other provisions.**

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

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

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

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

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

|                                                                                                                                                                 |                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Shri Swarup Majumder</b><br><b>Sr. Manager (C&amp;P)</b><br><b>For the Principal</b><br><br><b>Date: 25.07.2022</b><br><br><b>Place: Bhubaneswar, Odisha</b> | .....<br><b>For the Bidder/Contractor</b><br><br>Witness 1: .....<br><br>Witness 2: ..... |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|

To,

**M/S OIL INDIA LIMITED,  
3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH  
BHUBANESWAR, ODISHA**

**Sub: Undertaking of authenticity of information/documents submitted.**

**Ref: Your tender No. CBI1011P23**

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

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

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

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

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

***Certificate of Compliance with respect to FINANCIAL CRITERIA:***

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

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

Place: .....

Date: .....

Signature of the authorized signatory

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

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

To,

**M/S OIL INDIA LIMITED,  
3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH  
BHUBANESWAR, ODISHA**

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

**PBG issuing bank details:**

|                                                    |                             |
|----------------------------------------------------|-----------------------------|
| Bank                                               |                             |
| Branch IFS Code                                    |                             |
| <b>Contact Details</b><br>E-mail Addresses         | Mobile<br><br>Telephone Fax |
| <b>Correspondence Address</b><br>H No./Street/City | State Country Pin Code      |

**Declaration:**

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

Authorized Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Vendor Code \_\_\_\_\_  
Email ID \_\_\_\_\_  
Mobile No \_\_\_\_\_

Encl: Original performance bank guarantee

**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY**  
**(To be submitted on official letter head)**

To,

**M/S OIL INDIA LIMITED,  
3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH  
BHUBANESWAR, ODISHA**

**SUB: OIL's IFB No. CBI1011P23**

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

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

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

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

Thanking you,

**Authorized 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 three (3) completed accounting years upto \_\_\_\_\_ are correct.

| <b>YEAR</b> | <b>TURN OVER</b><br>(In INR Crores) | <b>NET WORTH</b><br>(In INR Crores) |
|-------------|-------------------------------------|-------------------------------------|
|             |                                     |                                     |
|             |                                     |                                     |
|             |                                     |                                     |

Place:

Date:

Seal:

Membership Code:

Registration No.:

Signature

**FORM OF PERFORMANCE BANK GUARANTEE TOWARDS FOR SUPPORTING  
COMPANY**

**To,**

**M/S OIL INDIA LIMITED,  
3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH  
BHUBANESWAR, ODISHA**

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 India Limited (OIL) and the Contractor and OIL having agreed that the "ULTIMATE PARENT", 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 (Name of Bank) ..... of (Name of country) ..... having our registered office at..... (hereinafter called "the Bank") have agreed to give the "ULTIMATE PARENT", such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the "ULTIMATEPARENT", 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 before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which

may be made between you and the Contractor shall in anyway cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the day of.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL-ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

Designation\_\_\_\_\_

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

Address\_\_\_\_\_

Witness\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

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

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



**UNDERTAKING TOWARDS PURCHASE PREFERENCE**

To,

**CGM-BEP (I/C)  
Oil India Limited  
Bay Exploration Project  
3<sup>rd</sup> Floor, IDCO Towers  
Bhubaneswar, Odisha-751022  
India**

Dear Sir,

**SUB: OIL's IFB No. CBI1011P23**

We \_\_\_\_\_ (Name of the bidder) have submitted bid against the subject tender. We are eligible and shall avail benefit of Purchase Preference under the following policy:

| Sl. No. | Subject | Tick whichever is applicable |
|---------|---------|------------------------------|
| 1       | PP MSE  |                              |
| 2       | PP LC   |                              |

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**APPENDIX-I**

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

Shastri Bhawan, New Delhi  
Dated 17<sup>th</sup> November, 2020

To,

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

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

Sir/ Madam,

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

Yours faithfully



सुशील टी. विलियम्स  
(Sushil T. Williams)

उप सचिव, भारत सरकार

(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

- a) PS to Minister, PNG & Steel
- b) PPS/ PS to Secretary/ Sr. Economic Advisor/ AS&FA, MoPNG
- c) PPS/ PS to JS (E)/ JS (GP)/ JS (IC)/ JS(R)/ JS (M)/ JS (G)/ EA/ DDG, MoPNG
- d) US (Admin.), MoPNG
- e) Ms. Neelam Naval, Technical Director (NIC) - with request to upload the letter alongwith enclosure on website of MoPNG.

**Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended**

**1 Preamble**

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

**2 Definitions**

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
3. **Scope**
- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

#### **4. Procurement**

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.

**5. Purchase Preference- Linked with Local Content (LC)**

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:



- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.



- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.
- 5.1.7 The procedure for award under the policy is at **Enclosure-I**.

## **6. Determination of LC**

### **6.1 LC of goods**

- 6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.
- 6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:
- a) in the case of direct component (material), based on country of origin;
  - b) in the case of manpower, based on INR component.
- 6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

### **6.2 LC of service**

- 6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- 6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
- a) cost of component (material) which is used;
  - b) manpower and consultant cost; cost of working equipment/ facility; and
  - c) general service cost.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

**6.3 LC of the EPC Contracts:**

6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

**6.4 Calculation of LC and Reporting**

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

**7 Certification and Verification**

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2 At bidding stage:

- a) Price Break-up:
  - The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

## **8 Governance and Supervision**

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

## **9 Sanctions**

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,  
a) Reduce the minimum local content below the prescribed level; or  
b) Reduce the margin of purchase preference below 20%; or  
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

**PROCEDURE FOR AWARD OF CONTRACTS**

**Procedure for award of contracts under this policy shall be as follows:**

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

**EXPERIENCE STATEMENT OF VENDOR****Mud Engineering Services**

| Sl. No. | Contract No. | Name of client | Place of operation | Depth of wells | Mud system used | Down hole problem, if any and their solution | Commencement of contract | Completion of contract |
|---------|--------------|----------------|--------------------|----------------|-----------------|----------------------------------------------|--------------------------|------------------------|
| 1       |              |                |                    |                |                 |                                              |                          |                        |
| 2       |              |                |                    |                |                 |                                              |                          |                        |
| 3       |              |                |                    |                |                 |                                              |                          |                        |
| 4       |              |                |                    |                |                 |                                              |                          |                        |
| 5       |              |                |                    |                |                 |                                              |                          |                        |

N.B.: Please add rows in case of more experience. Submit documentary evidence.

**MUD ENGINEERING PROFORMA****Designation:****Name:****Nationality:****Educational Qualification:**

| Sl. No. | Course completed | Passed out School/ College/ University | Year of Passing | Division/ Rank |
|---------|------------------|----------------------------------------|-----------------|----------------|
| 01.     |                  |                                        |                 |                |
| 02.     |                  |                                        |                 |                |
| 03.     |                  |                                        |                 |                |
| 04.     |                  |                                        |                 |                |
| 05.     |                  |                                        |                 |                |

N.B: Please add more rows if necessary. Submit documentary evidence.

**Experience of the Personnel (Separate sheet for each Mud Engineer)**

| Sl. No. | Client Name | Well Name | Well Depth (in meters) | Type of Mud System worked | Duration of Service (from-to) | Designation |
|---------|-------------|-----------|------------------------|---------------------------|-------------------------------|-------------|
| 01.     |             |           |                        |                           |                               |             |
| 02.     |             |           |                        |                           |                               |             |
| 03.     |             |           |                        |                           |                               |             |
| 04.     |             |           |                        |                           |                               |             |
| 05.     |             |           |                        |                           |                               |             |

N.B: If required, more rows may be added. Also specify other experience of the personnel relating to OIL/ other organization/ companies, if any. Submit documentary evidence.



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

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

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

WHEREAS

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

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

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

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

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of (Bidder)

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

M/s.

Witness:

- 1)
- 2)

M/s.

Witness:

- 1)
- 2)

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE**

**(Delete whichever not applicable)**

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

**DEED OF GUARANTEE**

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Bhubaneswar, Odisha, India hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on .....

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

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

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

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

1. The Guarantor (Parent Company / 100% Subsidiary Company (Delete whichever not applicable)) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

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

Witness:  
1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

Common seal of the  
Company \_\_\_\_\_

Witness:  
2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

**SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY WITHIN THE  
PARENT/ULTIMATE PARENT/HOLDING COMPANY OR 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 \_\_\_\_\_ [Sister Subsidiary/Co-Subsidiary company within the parent/ultimate parent/holding company OR Parent/Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Sister Subsidiary/Co-Subsidiary company within the parent/ultimate parent/holding company OR Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR \_\_\_\_\_ (Equivalent USD \_\_\_\_\_) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.

5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

6. The Guarantor represents that:

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

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

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

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

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

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

For and on behalf of  
(Bidder)

For and on behalf of  
(Sister Subsidiary/Co-Subsidiary company  
within the parent/ultimate parent/holding  
company OR Parent / Ultimate Parent / Holding  
Company **Delete whichever not applicable**)

Witness:

Witness:

1)

1)

2)

2)

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

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

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

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

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

**WHEREAS**

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

M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.



3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)

M/s.  
Witness

1)  
2)

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

M/s.  
Witness

1)  
2)

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

M/s.  
Witness

1)  
2)

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

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**  
**(REF. CLAUSE NO. 6.6 OF THE FORWARDING LETTER)**

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

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

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**CHECKLIST-I (BEC/BRC)**

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

| Sl. No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Reference File No. and Page No. of Bidder's | Provided/ Agreed | Not Provided/ Not agreed |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------|--------------------------|
| 1       | <b><u>Clause No. (A) (1.1):</u></b><br>The Bidder should have minimum seven (07) years of experience in business of providing Mud Engineering services as on original Bid Closing date.                                                                                                                                                                                                                                                                                                                                         |                                             |                  |                          |
| 2       | <b><u>Clause No. (A) (1.2):</u></b><br>Experience of executing at least one contract for Mud Engineering & Drill waste management services including manpower, equipment and supply of mud chemicals to E&P Company or its service providers for drilling wells with Poly Amine-Glycol/Polyol- Polymer mud in Potassium salt base system in last seven (7) years to be reckoned from the tender publication date.                                                                                                               |                                             |                  |                          |
| 3       | <b><u>Clause No. (A) (1.3):</u></b><br>Bidder should have provided Mud Engineering Services for minimum five (5) numbers of drilling wells in a single contract having well depth of 2000m depth or above drilled with Poly Amine-Glycol/Polyol- Polymer mud in Potassium salt base mud system in the past seven (7) years preceding from the tender publication date. Bidders are requested to provide documentary evidence in support of the above. Submit the data as per <b>Annexure-I</b> along with supporting documents. |                                             |                  |                          |
| 4       | <b><u>Clause No. (A) (1.4):</u></b><br>Vendor/Contractor/ Service Provider shall provide Two (02) on-site mud engineers on 12-Hour shift basis per day for 28 days ON/OFF duty pattern. The Mud Engineer                                                                                                                                                                                                                                                                                                                        |                                             |                  |                          |

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|   | <p>should have minimum educational qualification of Bachelor degree in Chemical/Petroleum/Mechanical Engineering or Bachelor degree in Science under PCM Discipline or MSc in chemistry or equivalent. The Mud Engineer should have minimum Five (05) years relevant experience, out of which at least three years working experience in Poly Amine-Glycol/Polyol-Polymer mud in Potassium salt base mud system independently in drilling wells having 2000m depth or above. Bidders are requested to submit the documentary evidence in support of the above. Submit the data as per <b>Annexure-II</b> along with supporting documents.</p>                                                                                              |  |  |  |
| 5 | <p><b>Clause No. (A) (1.5):</b><br/>Offers indicating mobilization time more than Ninety (90) days from the date of issue of Mobilization Notice by Company will be summarily rejected. Bidders are advised to indicate the best mobilization schedule in their bid.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| 6 | <p><b>Clause No. (B) (1.1):</b><br/><b>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</b> Offers of those bidders who themselves do not meet the technical experience criteria stipulated 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:<br/><b>a)</b> Provided that the sister subsidiary/co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent /holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding</p> |  |  |  |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |
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|   | <p>company or through any other 100% subsidiary company within the ultimate parent /holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.</p> <p><b>b)</b> Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in above and not through any other arrangement like technical collaboration etc.</p> <p><b>c)</b> 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 IV, between them, their ultimate parent/holding company, along with the technical bid.</p>   |  |  |  |
| 7 | <p><b><u>Clause No. (B) (1.2):</u></b></p> <p>In both the situations mentioned in in 1.1(a) and 1.1(b) above, following conditions are required to be fulfilled/documents to be submitted:</p> <p><b>a)</b> Undertaking by ultimate parent to provide a Performance Security (as per format enclosed as <b>Proforma-Q</b>), 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</p> |  |  |  |

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|   | <p>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><b>b) 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 OIL due to non-performance of the contractor.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |
| 8 | <p><b><u>Clause No. (C) (1.1):</u></b><br/>The leader or the consortium members shall satisfy the minimum experience requirement as per clause A.1.0 above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |
| 9 | <p><b><u>Clause No. (C) (1.2):</u></b><br/>The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. In case of award, such MOU shall be kept valid</p> |  |  |  |

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|    | through the entire contract period, including extensions, if any.                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| 10 | <p><b><u>Clause No. (C) (1.3):</u></b><br/>Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p>                                                    |  |  |  |
| 11 | <p><b><u>Clause No. (C) (1.4):</u></b><br/>The Performance Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name &amp; address of consortium members.</p>                                                                                                                                                                                                 |  |  |  |
| 12 | <p><b><u>Clause No. (C) (1.5):</u></b><br/>The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/ undefined activities, if any, amongst all the Consortium members.</p>                                     |  |  |  |
| 13 | <p><b><u>Clause No. (C) (1.6):</u></b><br/>Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.</p>                                                                                                                                                                                                                                                                                    |  |  |  |
| 14 | <p><b><u>Clause No. (C) (1.7):</u></b><br/>Payment shall be Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>OIL may also consider direct payment to individual consortium member(s) within the same vertical, provided the consortium, so formed is complied with the terms of the Circular No. 07/2016 dated 07th March 2016 issued by the Central Board of Direct</p> |  |  |  |

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|    | <p>Taxes (CBDT). Besides, for direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as in MoU along with member-wise details of price break-up.</p> <p>However, no separate contract will be issued to member(s). All payments will be only in INR. Each such invoice raised by member(s) should be authorized by the leader of the consortium.</p>                                                                                                                                                      |  |  |  |
| 15 | <p><b><u>Clause No. (C) (1.8):</u></b><br/>In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.</p>                                                                                                                                                                                                                                                               |  |  |  |
| 16 | <p><b><u>Clause No. (C) (1.9):</u></b><br/>Documents/details pertaining to qualification of the bidder must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.</p>                                                                                                                                                                                                                                                                   |  |  |  |
| 17 | <p><b><u>Clause No. (C) (1.10):</u></b><br/><b><u>CONSTITUTION OF CONSORTIUM:</u></b><br/>If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. The members of the consortium should not be more than three.</p> |  |  |  |
| 18 | <p><b><u>Clause No. (C) (1.11):</u></b><br/><b><u>SIGNING OF CONTRACT:</u></b> In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one</p>                                                                                                                                                                                                                                                                                                                                 |  |  |  |



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
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|    | of them shall be jointly and severely.                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| 19 | <b><u>Clause No. (C) (1.12):</u></b><br>Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.                                                                                                                          |  |  |  |
| 20 | <b><u>Clause No. (C) (1.13):</u></b><br>Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid. |  |  |  |
| 21 | <b><u>Clause No. (C) (1.14):</u></b><br>The MOU/Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized.                                                                                                                                                                                                                                                                                 |  |  |  |
| 22 | <b><u>Clause No. (D) (1.1):</u></b><br>Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least <b>INR 9.94 Crores.</b>                                                                                                                                                                                                            |  |  |  |
| 23 | <b><u>Clause No. (D) (1.2):</u></b><br>"Net Worth" of the Vendor/Contractor/ Service Provider/bidder should be positive for the preceding financial/ accounting year.                                                                                                                                                                                                                                                             |  |  |  |
| 24 | <b><u>Clause No. (D) (1.3):</u></b><br>Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid. Considering the time required for                                                                                                                                                             |  |  |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
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| <p>preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the Bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year ..... (as the case may be) has actually not been audited so far'.</p> <p><b><u>Notes:</u></b></p> <p><b>(a)</b> For proof of Annual Turnover &amp; Net worth any one of the following documents must be submitted along with the Techno-commercial bid: -</p> <p><b>(i)</b> A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in Proforma-P.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>(ii)</b> Audited Balance Sheet along with Profit &amp; Loss account. In case of foreign Vendor/ Contractor/ Service Provider, self-attested/digitally signed printed published accounts are also acceptable.</p> <p><b>(b)</b> In case the Bidder is a Central Govt.</p> |  |  |  |
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|    | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| 25 | <p><b><u>Clause No. (D) (1.4):</u></b></p> <p>In case the Bidder is subsidiary company (should be a 100% subsidiary of the parent / ultimate parent /holding company) who does not meet financial criteria by itself and submits his bid based on the financial strength of its Sister Subsidiary / Co-Subsidiary company (which is also 100% subsidiaries of the ultimate parent /holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate parent/holding company) OR parent /ultimate parent/holding company, then following documents need to be submitted along with the technical bid.</p> <p><b>i)</b> Turnover of the Sister Subsidiary/Co-Subsidiary company within the parent /ultimate parent/holding company OR parent / ultimate parent / holding company (as applicable) should be in line with Para 1.0 under Financial Criteria above.</p> <p><b>ii)</b> Documents proving that Net worth of the Sister Subsidiary/Co-Subsidiary company within the parent/ultimate parent/holding company OR parent / ultimate parent/holding company (as applicable) is positive for the accounting year preceding</p> |  |  |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |
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|    | <p>the original bid closing date.</p> <p><b>iii)Corporate Guarantee as per Annexure-II(c)</b> on Sister Subsidiary/Co-Subsidiary company within the parent /ultimate parent/holding company OR parent / ultimate parent / holding company's letter head (as applicable) signed by an authorized official undertaking that they would financially support their Sister Subsidiary/Co-Subsidiary company OR 100% subsidiary company for executing the project/job in case the same is awarded to them.</p> <p><b>iv)Documents</b> proving that the bidder, Sister Subsidiary / Co-Subsidiary company are 100% subsidiary company of the parent / ultimate parent / holding company.</p> |  |  |  |
| 26 | <p><b><u>Clause No. (D) (1.5):</u></b><br/>In case the Audited Balance Sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the Bidders/Contractors/Service Providers shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. A CA Certificate is to be submitted by the Bidder/Contractor/ Service Provider/bidder regarding converted figures in equivalent INR or US\$.</p>                                                                                                                 |  |  |  |
| 27 | <p><b><u>Clause No. (E) (1.1):</u></b><br/>The Bidder must submit the MSDS and comply with detailed specifications of all Chemicals to be provided by them for job execution at site along with their Techno-commercial Bid, without which the bid will not be considered for evaluation.</p>                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |

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| 28 | <p><b>Clause No. (E) (1.2):</b><br/>In case the Bidder/Contractor/ Service Provider is a Consortium of Companies, the Leader of the Consortium should satisfy the minimum requirements as per clause No. (A) (1.1), (A) (1.2), (A) (1.3), (A) (1.4) &amp; (A) (1.5) above.</p> <p>(a) However, at least any one of the consortium members individually shall have to meet the Annual financial turnover criteria mentioned in Clause No. (D) (1.1) &amp; (D) (1.2) above and the other members of the Consortium should meet minimum <b>INR 4.97 Crores</b> turnover individually.</p> <p>(b) Consortium's bid shall be submitted with a Memorandum of Understanding (MOU) between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for brief 'Scope of Work' by the Leader of the Consortium shall be submitted with the bid.</p> |  |  |  |
| 29 | <p><b>Clause No. (E) (1.3):</b><br/>In case the Bidder/Contractor/ Service Provider is an Indian Company/India joint venture Company, the lead bidder should meet the criteria laid down in para-Clause No. (A) (1.1), (A) (1.2), (A) (1.3), (A) (1.4)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |

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|    | <p>&amp; (A) (1.5) and (D) (1.1) &amp; (D) (1.2). Indian Company/Indian Joint Venture Company who does not meet the minimum pre-qualifying criteria as per clause No (A) (1.1), (A) (1.2), (A) (1.3), (A) (1.4) &amp; (A) (1.5) may also submit the bid on the strength of Technical Collaborator/Joint Venture Partner. However, the Primary Vendor/Contractor/ Service Provider shall have to meet the financial criteria mentioned in Clause Nos. (D) (1.1) &amp; (D) (1.2) above.</p> <p><b>a)</b> The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as in clause No. (A) (1.1), (A) (1.2), (A) (1.3), (A) (1.4) &amp; (A) (1.5) above, the experience of the Technical Collaborator /Joint Venture with other firm(s) will not be qualified.</p> <p><b>b)</b> Indian Vendor/Contractor/Service Provider quoting based on technical collaboration/ joint venture, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/ joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding.</p> |  |  |  |
| 30 | <p><b><u>Clause No. (E) (1.4):</u></b></p> <p>Any party who is extending technical support by way of entering into technical collaboration with another party shall not be allowed to submit an independent bid and such bids shall be rejected straightway. Further, all bids from parties with technical support from same principal will also be rejected.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |

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| 31 | <p><b><u>Clause No. (E) (1.5):</u></b><br/> Bids from Vendor/Contractor/Service Provider, who themselves do not meet the experience criteria as stipulated in the para–Clause No. (A) (1.1), (A) (1.2), (A) (1.3), (A) (1.4) &amp; (A) (1.5) and (D) (1.1) &amp; (D) (1.2) above can also be considered, provided the Bidder/ Contractor/ Service Provider is a 100% subsidiary company of the parent company which meets aforesaid experience criteria. In such cases, as the subsidiary company is dependent on the experience of parent company, the participating Bidder/Contractor/Service Provider should submit an agreement/Corporate Guarantee as per ANNEXURE-III(b). However, the parent/subsidiary company of the Bidder/Contractor/Service Provider should on its own meet the experience criteria as stipulated in the Qualifying Criteria 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.</p> |  |  |  |
| 32 | <p><b><u>Clause No. (E) (1.6):</u></b><br/> The Bid must cover the entire services including supply of materials mentioned in the scope of work. Bid, which does not include all the jobs/services mentioned in the tender document/price schedule format will be considered as incomplete and rejected.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |
| 33 | <p><b><u>Clause No. (E) (1.7):</u></b><br/> A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |

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|    | <p>conditions are fulfilled: -</p> <p><b>a)</b> The bidder is supported by a supporting company which holds more than fifty percent of the paid-up equity share capital of the bidder either directly or through intermediate subsidiaries.</p> <p><b>b)</b> The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.</p> <p><b>c)</b> In such cases, all applicable financial parameters viz. Turnover, Net-worth etc. of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.</p> <p><b>d)</b> Supporting company shall furnish additional PBG equivalent to 50% of the amount of the PBG submitted by the bidder as per the format <b>(Proforma-Q)</b>.</p> |  |  |  |
| 34 | <p><b><u>Clause No. (E) (1.7.1):</u></b><br/>Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:</p> <p><b>a)</b> Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.</p>                                                                                                                                                                                                                                                                                                 |  |  |  |



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|    | <p><b>b)</b> A Corporate Guarantee from the Supporting Company under its letter head signed by an authorized official undertaking that they would financially support the bidder for executing the job in case the same is awarded to them.</p> <p><b>c)</b> A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company.</p> <p><b>d)</b> Authorization letter from one of the Directors of Supporting Company authorizing the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.</p> <p><b>e)</b> Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% amount of BG submitted by bidder as per format <b>(Proforma-Q)</b>.</p> <p><b>f)</b> Undertaking from Supporting Company that in addition to invoking the PBG submitted by the contractor, the PBG provided by Supporting Company shall be invoked by OIL due to non-performance of the contractor.</p> |  |  |  |
| 35 | <p><b><u>Clause No. (F) (a):</u></b></p> <p><b>MOU/Agreement</b> concluded with consortium partners or collaborators/joint venture partners or parent company, as the case may be.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |

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| 36 | <p><b><u>Clause No. (F) (b):</u></b></p> <p><b><u>Experience of Bidder:</u></b> Details of experience and past performance of the bidder and of their consortium/ joint venture/collaboration partner(s), if any, on works/jobs done of similar nature in support of experience criteria laid down in Clause (A)(1.1), (A)(1.2), (A)(1.3), (A)(1.4) &amp; (A)(1.5) above are to be submitted along with the Techno-commercial Bid in the form of a tabular statement highlighting the Contract/Work-order No., Name of the Client, Area of operation and duration of contract etc. along with documentary evidence.</p> |  |  |  |
| 37 | <p><b><u>Clause No. (F) (c):</u></b></p> <p><b><u>Financial Turnover of Bidder:</u></b> Audited Annual Reports/Balance Sheets/Profit and Loss Accounts etc. for the past three (3) accounting years as on the techno-commercial bid closing date.</p>                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| 38 | <p><b><u>Clause No. (F) (d):</u></b></p> <p>Contractor's general structure and organization, including the branch/sub-division dedicated to such activities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |
| 39 | <p><b><u>Clause No. (F) (e):</u></b></p> <p>Details of bidder's Health, Safety and Environmental Policy &amp; Program together with HSE Management System/Quality Assurance System etc.</p>                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
| 40 | <p><b><u>Clause No. (F) (f):</u></b></p> <p><b><u>Resume/Bio-data of key personnel</u></b> to be involved in the services with relevant experience. Copies of certificates in regard to their professional and Academic qualifications should also be furnished. All</p>                                                                                                                                                                                                                                                                                                                                                |  |  |  |

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|    | key personnel must be proficient in English language.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| 41 | <p><b><u>Clause No. (G) (1.1):</u></b></p> <p>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 &amp; Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per <b>Part-III, Section-V</b> uploaded in the "Notes &amp; 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> |  |  |  |
| 42 | <p><b><u>Clause No. (G) (1.2):</u></b></p> <p>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>                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
| 43 | <p><b><u>Clause No. (G) (1.3):</u></b></p> <p>Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.</p>                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| 44 | <p><b><u>Clause No. (G) (1.4):</u></b></p> <p>Bidders shall furnish "Bid Security" for the amount as specified in covering letter. Any bid not accompanied by Bid Security will be rejected.</p>                                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |
| 45 | <p><b><u>Clause No. (G) (1.5):</u></b></p> <p>The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.</p>                                                                                                                                                                                                  |  |  |  |

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| 46 | <b><u>Clause No. (G) (1.6):</u></b><br>Bids submitted after the Bid Closing Date and Time will be rejected.                                                                                                                                                                                                                                               |  |  |  |
| 47 | <b><u>Clause No. (G) (1.7):</u></b><br>Bidders shall bear, within the quoted rates, the corporate tax as applicable on the income from the contract and the personal tax as applicable in respect of their personnel & Sub-Contractor's personnel, arising out of execution of the contract.                                                              |  |  |  |
| 48 | <b><u>Clause No. (G) (1.8):</u></b><br>Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.                                                                                                                                                                                      |  |  |  |
| 49 | <b><u>Clause No. (G) (1.9):</u></b><br>Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.                                                                                         |  |  |  |
| 50 | <b><u>Clause No. (G) (1.10):</u></b><br>Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.                                                                                                                                                                                     |  |  |  |
| 51 | <b><u>Clause No. (G) (1.11):</u></b><br>Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid. |  |  |  |
| 52 | <b><u>Clause No. (G) (1.12):</u></b><br>Any Bid containing false statement will be                                                                                                                                                                                                                                                                        |  |  |  |

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|    | rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |
| 53 | <p><b><u>Clause No. (G) (1.13):</u></b></p> <p>Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |
| 54 | <p><b><u>Clause No. (G) (1.14):</u></b></p> <p>Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Schedule” i.e., <b>Part-III, Section-V (Table-A, Table-B, Table-C &amp; Table-D)</b> otherwise the Bid will be summarily rejected.</p>                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| 55 | <p><b><u>Clause No. (G) (1.15):</u></b></p> <p>Bidder must accept and comply with the following clauses as given in the Bid Document in to failing which bid will be rejected.</p> <ul style="list-style-type: none"> <li>i) Bid Security Clause.</li> <li>ii) Performance Guarantee Clause.</li> <li>iii) Force Majeure Clause.</li> <li>iv) Tax Liabilities Clause.</li> <li>v) Arbitration Clause.</li> <li>vi) Acceptance of Jurisdiction and Applicable Law.</li> <li>vii) Liquidated damage and penalty clause.</li> <li>viii) Safety, Environment &amp; Labour Law.</li> <li>ix) Termination Clause.</li> <li>x) Integrity Pact.</li> </ul> |  |  |  |
| 56 | <p><b><u>Clause No. (G) (1.16):</u></b></p> <p>The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root</p>                                                                                                                                                                                                                                                                                                        |  |  |  |

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|    | <p>Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</p>                                                                                                                                           |  |  |  |
| 57 | <p><b><u>Clause No. (H) (1.1):</u></b></p> <p><b><u>PROFORMA-C &amp; E:</u></b> The Compliance Statements should be digitally signed and uploaded along with the un-priced techno-commercial bid. In case bidder takes exception to any clause of the tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviations when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.</p> |  |  |  |
| 58 | <p><b><u>Clause No. (H) (1.2):</u></b></p> <p>To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received in “ONE GO” on or before the deadline given by the Company, failing which the offer will be summarily rejected.</p>                                                                                                                                    |  |  |  |
| 59 | <p><b><u>Clause No. (H) (1.3):</u></b></p> <p>If any of the clauses in the BRC contradict with other clauses of tender document elsewhere, then the clauses in the BRC shall prevail.</p>                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |

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| 60 | <p><b><u>Clause No. (H) (1.4):</u></b></p> <p><b><u>CUSTOMS DUTY:</u></b></p> <p>In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017 and amendments thereon as on date, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (Basic Customs Duty Nil &amp; IGST @12%) <b>subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.</b></p> <p><b>Similarly, the domestic supply of such goods would attract 12% GST (i.e., IGST or CGST &amp; SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017 and amendments thereon as on date.</b></p>                                     |  |  |  |
| 61 | <p><b><u>Clause No. (I) (1.0):</u></b></p> <p>The Commercial Bids shall be evaluated and compared based on the rates quoted in the PRICE BID SCHEDULE as per enclosed <b>Part-III, Section-V</b> (total combined value of <b>Table-A, Table-B, Table-C &amp; Table-D</b>) for completion of ten (10) exploratory wells only. It is, however, to be clearly understood that the assumptions made in respect of quantity/parameters/ No. of days etc. in the PRICE BID SCHEDULE (<b>Part-III, Section-V</b>) are purely tentative and valid for bid evaluation purpose only. The Contractor will be paid on the basis of actual utilization/jobs executed during the currency of the contract. The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Section-IV and the summarized price schedule format</p> |  |  |  |

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|    | under <b>Part-III, Section-V</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |
| 62 | <p><b><u>Clause No. (I) (2.0):</u></b></p> <p>Bid in which the rate for any part of the work/material is not quoted shall be rejected, being incomplete. Therefore, the Bidder must mention “NIL RATE” against all such items of their bid where no charge is involved/ envisaged by the bidder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |
| 63 | <p><b><u>Clause No. (I) (3.0):</u></b></p> <p><b><u>Price Bid will be evaluated as per Part-III, Section-V</u></b> (total combined value of <b>Table-A, Table-B, Table-C &amp; Table-D</b>) In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.</p>                                                                                                                                                                                                                                                                                   |  |  |  |
| 64 | <p><b><u>Clause No. (I) (4.0):</u></b></p> <p><b><u>PURCHASE PREFERENCE TO MICRO AND SMALL BIDDERS:</u></b></p> <p><b>4.1</b> 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 and Amendments thereon issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.</p> <p><b>4.2</b> 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 an MSE.</p> <p><b>4.3</b> In case of more than one such MSE qualifying for 15% purchase preference, the</p> |  |  |  |



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|  | <p>contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p><b>4.4 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</b> The Bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:</p> <p><b>a)</b> Udyam Registration Number with Udyam Registration Certificate.</p> <p style="text-align: center;">Or</p> <p><b>b)</b> Proof of registration with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhaar registration or registration with any other body specified by Ministry of MSME.</p> <p><b>Note:</b> In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman Entrepreneurs should also be enclosed.</p> <p><b>4.5</b> Provisions such as seeking support from another company by way of technical collaboration, submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of technical collaborators will be eligible for the benefits reserved for MSEs (i.e., exemption from</p> |  |  |  |
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|    | <p>payment of EMD and purchase preference). However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e., exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e., JVC shall have to be MSE unit.</p>                                                                                                                                                                                                                                                                                                    |  |  |  |
| 65 | <p><b><u>Clause No. (I) (5.0):</u></b></p> <p><b><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u></b></p> <p>Purchase preference policy linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FPPNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. [Copy of the notification is available at <a href="http://petroleum.nic.in/sites/default/files/PP_LC.pdf">http://petroleum.nic.in/sites/default/files/PP_LC.pdf</a>]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.</p> <p><b>5.1</b> 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. FP20013/2/2017-FP-PNG dated 17th November 2020 or subsequent amendments,</p> |  |  |  |

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|    | <p>if any.</p> <p><b>5.2</b> 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.</p> <p><b>5.3</b> Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.</p> <p><b>5.4</b> In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.</p> <p><b>5.5</b> In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.</p> |  |  |  |
| 66 | <p><b><u>Clause No. (J):</u></b></p> <p><b><u>HIRING OF ADDITIONAL MUD</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| <p><b><u>ENGINEERING&amp; DRILL WASTE MANAGEMENT (ME&amp;DWM) SERVICES FOR ADDITIONAL RIG, IF DEPLOYED:</u></b></p> <p>This tender will be evaluated considering one Rig operation only. However, in view of time constraint to complete the Minimum Work Program (MWP) as committed to the Govt. of India against the aforesaid OALP Block, Company may require to deploy another Drilling Rig to carry out simultaneous drilling operations in Mahanadi Basin in Odisha, India. Therefore, Company (OIL INDIA LTD.) may ask the Contractor at any time during the currency of the contract, to mobilize additional units/resources including Chemicals, Lab facilities, DWM service and Mud engineers to take up the Mud Engineering Services as per OIL's requirement under the same contract, terms and conditions stipulated in this tender/ contract with the same rates for the 2nd unit. Bidders are requested to confirm categorically in their Techno-commercial Bids regarding their willingness and capability to comply this requirement.</p> |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER NO. CBI1011P23**

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.

| <b>Sl. No.</b> | <b>Description</b>                                                                                                                            | <b>Bidder's Confirmation</b> |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 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<br>Indicate rate of GST applicable.                                                                                         | SAC Code:<br>GST .....%      |
| 6.             | Whether Bid Security Declaration submitted                                                                                                    |                              |
| 7.             | Confirm to Submit PBG as per Tender requirement                                                                                               |                              |
| 8.             | Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids. |                              |
| 9.             | Whether Mobilization and Completion period of Contract is complied?                                                                           |                              |
| 10.            | Whether Integrity Pact Submitted?                                                                                                             |                              |
| 11.            | Confirm that currency of quoted prices is Indian Rupees.                                                                                      |                              |
| 12.            | Confirm that quoted prices shall remain firm and fixed until completion of the Contract.                                                      |                              |

|     |                                                                                                                                                            |                                         |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 13. | Confirm that you have submitted all documents as mentioned in the Tender/Annexures                                                                         |                                         |
| 14. | Confirm acceptance to all terms & conditions of the Tender.                                                                                                |                                         |
| 15. | Confirm that all correspondence must be in English Language only.                                                                                          |                                         |
| 16. | Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.                                                                              | Name:<br>Contact No.:<br>Fax:<br>Email: |
| 17. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                      |                                         |
| 18. | Please indicate the following:<br>(i) PAN No.<br>(ii) GST Regn. No.                                                                                        |                                         |
| 19  | Confirm submission of documents towards Local content of offered services.<br>Self-declaration & CA certificate as per PP-LC notification to be submitted. |                                         |

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 \_\_\_\_\_

**~~~END OF TENDER DOCUMENT~~~**