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Report Name: Wireline Services

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

Generated On: 05/09/2022

Valid till: 05/10/2022

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 Wireline Services for exploratory drilling in OALP blocks MN-ONHP-2018/1/2/3/4/5.

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

Subject: IFB No. CBI1454P23 for Hiring of Wireline Services for exploratory drilling in OALP blocks MN-ONHP-2018/1/2/3/4/5 located at Bay Exploration Project, Bhubaneswar for a period of 3 (Three) years with a provision for extension by 1(one) year

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 Wireline Services for exploratory drilling in OALP blocks MN-ONHP-2018/1/2/3/4/5 located at Bay Exploration Project, Bhubaneswar for a period of 3 (Three) years with a provision for extension by 1(one) year.** 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.	:	CBI1454P23
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 (Ninety) days from the date of issuance of LOA or Mobilization notice issued by the Company, 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	:	The contract shall be valid for a period of 03 (Three) years from the Date of Commencement of the Contract, with a provision for extension by 01 (One) year. However, the duration of the contract gets automatically extended for the time required for completion of the well in progress as on the date of expiry of the Contract or extension thereof on the same rates, terms and conditions.
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)	Pre-Bid Conference Date and Venue	:	21.09.2022 At 11:00 AM (IST) at OIL's Project Office in Kakinada.
t)	Last Date of receipt of Queries	:	Up to 17:30 Hrs (IST) of 19.09.2022.
u)	Bids to be addressed to	:	Chief General Manager (BEP) I/C OIL INDIA LIMITED Bay Exploration Project IDCO Towers (3rd Floor) Janpath, Bhubaneswar-751022

2.1 Pre-Bid Conference: A Pre-Bid conference is scheduled on **21.09.2022 at 11.00 AM (IST)** in OIL's KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the Pre-Bid conference. All costs for attending the Pre-Bid conference shall be to prospective bidders' account. Prospective bidders may also attend the Prebid conference through Webex meeting for which necessary arrangements will be made nearer the time.

3.0 Integrity Pact: The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have 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 INDIA LTD. will not be responsible.

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

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

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

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

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

5.0 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-K** 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-KGB&BEP, Bhubaneswar 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.

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

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

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

Notes:

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

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

viii) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B and B1”** 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, a header section displays: **RFx Response Number** 60038748, **RFx Number** 1396, **Status** In Proce, **RFx Owner** BHARALI, and **Total Value** 0.00 INR. The main form area has tabs for **RFx Information**, **Items**, and **Notes and Att**. Under **RFx Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachme**. The **Event Parameters** section contains several fields: **Currency:** Indian Rupee (with a dropdown arrow), **Detailed Price Information:** No Price, **Terms of Payment:** (with a dropdown arrow), and **Total Bid Value:** (a yellow input field). Three blue callout boxes provide instructions: one points to the **Currency** dropdown stating 'Bidder to select the currency of the Response'; another points to the **Detailed Price Information** field stating '“Total Bid Value” is mandatory in “No’; and a third points to the **Total Bid Value** field stating '“Total Bid Value” considering all the’.

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

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the “Price Bid Format: Proforma-B and B1” 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 (1) or (2) or (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 **Exhibit-I** 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: 05.09.2022

PART-I

INSTRUCTIONS TO BIDDERS (ITB)

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.

A. 1.0 Eligibility of the bidder:

1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC), 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 Tender Forwarding Letter.
- b) Instructions to Bidders, (Part-I).
- c) Bid Evaluation 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) List of Items to be imported in connection with execution of the contract showing CIF Value (Proforma-A).
- i) Price Schedule Format, (Proforma-B and B1).
- j) Statement of Non-Compliance, (Proforma-C).
- k) Performance Security Form (Proforma-D).
- l) Sample Contract Form (Proforma-E).
- m) Proforma of Letter of Authority (Proforma-F).
- n) Authorisation for Attending Bid Opening (Proforma-G).
- o) Financial Turnover & Net worth Certificate (Proforma -H).
- p) Safety Measures (Proforma – I).
- q) Integrity Pact (Proforma-J).
- r) Undertaking of authenticity of information/documents submitted (Proforma-K).
- s) Certificate of Compliance of Financial Criteria (Proforma-L).
- t) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-M).
- u) Undertaking by TPI (Proforma-N)
- v) Bid Security Declaration (Proforma-O)

- w) Bid Form (Proforma-P)
- x) Proforma of performance Bank Guarantee for supporting company (Proforma-Q)
- y) Undertaking towards Purchase Preference (Proforma-R)
- z) Other Annexures, Appendices, Exhibits & Checklists.

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

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

3.0 Transferability of bid documents:

3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

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

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

4.0 Amendment of bid documents:

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

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 Preparation of Bids

5.1 Language of Bids:

5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

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

5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

5.3 Documents comprising the bid:

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

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

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security Declaration as per Proforma-O.
- d) Copy of Bid-Form **without** indicating prices in Proforma-P.
- e) Statement of Non-compliance as per Proforma-C.
- f) Proforma-A: List of items to be imported **without** the CIF values.
- g) Copy of Priced Bid **without** indicating prices (Proforma-B and B1).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J attached with the bid document to be digitally signed by the bidder's Authorized representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

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

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

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

- a) Price-Bid Format as per Proforma-B and B1.
- b) Bid Form as per Proforma-P.
- c) Proforma-A showing the items to be imported with the CIF values.

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

6.0 Bid Form:

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

7.0 Bid Price:

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

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

7.3 All duties (except basic customs duty on **eligible** imported items, as per latest relevant Customs Notifications, for whose exemption necessary recommendations letter 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 GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the Contract as per rules of the country shall be borne by the bidder.

8.0 Currencies of bid and payment:

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

9.0 Documents establishing bidder's eligibility and qualifications:

9.1 These are listed in Bid Evaluation Criteria (BEC), PART-II of the Bid document.

10.0 Bid Security: Not Applicable, however bidders shall submit along with their bid a signed “Bid Security Declaration” (Proforma-O).

11.0 DELETED

12.0 PERIOD OF VALIDITY OF BIDS:

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

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

13.0 Signing & submission of bids:

13.1 Signing of bids:

13.1.1 Bids are to be submitted online through OIL’s E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using “Class 3” digital certificates with Organization’s Name [e-commerce application (Certificate with personal verification and 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 13.2 below.

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

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

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

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

13.2 Submission of bids:

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 and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions are available in “User Manual” which is available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Proforma-B and B1 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 superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to 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.

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

13.2.1 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each

clause as per Proforma-C of the bid document and the same should be uploaded along with the Technical Bid.

13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

14.0 DELETED

15.0 Deadline for submission of bids:

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

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

15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 Late Bids:

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

17.0 Modification and withdrawal of bids

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

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

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

18.0 Extension of bid submission date.

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

19.0 Bid opening and evaluation

19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-G) 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.

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

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

20.0 Opening of priced bids:

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

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

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

21.0 DELETED

22.0 Evaluation and comparison of bids

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (BEC), PART-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 successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 Company's right to accept or reject any bid

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

26.0 Notification of award

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

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

27.0 Performance security:

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

28.0 Signing of Contract

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

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

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

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

29.0 Credit facility

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

30.0 Mobilisation and advance payment

30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

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

30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

31.0 Integrity pact:

31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-J 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. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail:
tmbhasin@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:

A. 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.

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

33.0 Specifications:

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

34.0 Site Visit:

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:

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

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

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out prior to the Bid Closing Date of this tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard. Still, if any exceptions/deviations are maintained in the bid, such conditional /nonconforming bids shall not be considered, but shall be rejected outright.

#### **1.0 GENERAL CONFORMITY:**

Bids will be rejected in case the services offered do not confirm 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.

The bidder must be incorporated/constituted in India and must maintain equal to or more than 20% local content (LC) for the offered services to be eligible to bid against this tender. Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by - MoPNG (including subsequent amendments thereof, if any) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

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

- (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the percentage (%) of local content in their bid (duly signed & sealed by the Power of Attorney holder), without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.
- (b) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as mandated in the Government Notification No. FP20013/2/2017-FP-PNG dated 17th November 2020 for PP-LC.
- (c) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.

## **2.0 BID EVALUATION CRITERIA:**

### **A) TECHNICAL EVALUATION CRITERIA:**

#### **1.1. Bidders must meet the following criteria:**

- a) Bidder: The Bidder must be incorporated in India and must maintain minimum 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.
- b) Bidder can be any proprietorship firms, partnership firms, private limited companies, Public limited companies including PSUs, Consortium or incorporated Joint Venture (JV) meeting the Bid Evaluation Criteria as mentioned below.

#### **1.2. The bidder must quote for the items listed below:**

- a) Logging Unit (with standard+ Special tools): **as described in Part-III, Section-II (Table-1)**
- b) Data processing services **as described in Part-III, Section-II (Table-2)**

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

#### **1.3. EXPERIENCE OF BIDDER**

- (i) The Bidder must have at least 5 (five) years' experiences of providing satisfactory Wireline Logging Services - both open-hole and cased-hole, perforations and other well completion Services. Bidders must have carried out at least 150 numbers **each of** open-hole and cased-hole jobs (logging, perforations and other well completion jobs) in the last **seven years reckoned** from the original bid closing date of this tender.

**Also, Bidder must have the experience of both open-hole and cased-hole logging, perforations and other services as per Scope of Work in wells of more than 2000 m depth. Towards experience of 150 nos. of jobs, bidder must submit required supporting documents such as copies of LOA, Contract Copy / Work Order along with either of the following:**

- a) Performance Certificate/Completion Certificate from employer engaged in exploration and development activities mentioning the number of open hole & cased hole jobs performed.

**OR**

- b) Undertaking from the Authorized Signatory of the bidder confirming the number of open hole & cased hole jobs performed.

- (ii) The Bidder must categorically confirm to deploy the required number of qualified, experienced, and competent manpower for carrying out the wireline logging, perforation and other associated operations under the Contract. Logging engineer(s) to be deployed must have relevant experience of minimum 3 years in wireline logging and perforation jobs. Bidder to confirm to obtain OIL's approval before deployment of the above personnel during mobilization. OIL reserves the right to accept or reject the Bidder's proposed personnel without assigning any reason. No change in the assigned crew and wellsite should be done without prior approval from OIL.
- (iii) The Data Processing personnel must have minimum 4 (four) years' experience in processing and interpretation of wireline log data, as mentioned in the Scope of Work. Bidder to confirm to obtain OIL's approval before deployment of the above personnel during mobilization. OIL reserves the right to accept or reject the Bidder's proposed personnel without assigning any reason. No change in the assigned crew and wellsite should be done without prior approval from OIL.

#### **1.4. VINTAGE OF TOOLS/EQUIPMENT:**

- (i) Bids must meet the Vintage requirement of tools, equipment & Logging Unit as mentioned in Scope of Work.
- (ii) All Tools, Equipment and Units required for the services should be of latest version and should not be more than 10 years old as on the original bid closing date, as mentioned in Scope of Work. Bidder to confirm categorically the same in their bid.

#### **1.5. OTHER REQUIREMENTS:**

Bidder must comply the following:

- (i) The bids along with all technical documentation must be in English language only. **Otherwise, Bids will be rejected.**
- (ii) Bids must meet the Technical Specifications & requirement of all the Units/tools/ services as mentioned in Table-1& Table-2 of the bidding document.
- (iii) All the tools quoted by bidder which are mentioned in Scope of Work should preferably be available in India. It includes all standard, special and optional tools. Bidder to categorically confirm the same in their technical bid.
- (iv) Bids must not contain statements like "under field test and shall be supplied by the time the Contract is signed" or "Specifications will be upgraded in the event the Contract is awarded" w.r.t any tools/equipment that is to be supplied as given in the Scope of Work.
- (v) The Logging Unit offered must be **truck-mounted integrated logging unit** capable of running all the Services of each category as given in the Scope of Work.
- (vi) Bidders must give an undertaking to the effect that they are capable of processing and interpreting the log data to provide processed and interpreted provisional results to OIL, wherever applicable,

within 72 hours from the time the logging survey is completed / recorded data is handed over to the Contractor at Bhubaneswar base/Contractor's Data Processing Centre.

(vii) All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical Bid.

**1.6. Indian Joint Venture Company as bidder:** In case the bidder is bidding through

a Joint Venture, then either the Indian bidder or its Joint Venture partner must meet the criteria under clause **1.2 & 1.3** above. The Joint Venture shall maintain minimum 20% local content as mentioned in clause 1.1 above.

- 1.6.1 Indian bidders quoting based on joint venture, shall submit a Memorandum of Association (MOA) with their joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.
- 1.6.2 **Indian Joint Venture Companies with foreign participation:** Indian bidders whose proposal for joint venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA (Secretariat for Industrial Assistance), prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding (MOU)/Agreement with their Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.
- 1.6.3 MOU/Agreement concluded by the bidder with joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- 1.6.4 The MOU/Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed by Indian Embassy.
- 1.7. **Bidding Through Technical Collaboration:** In case, the Bidder is an Indian Company bidding through technical collaboration, the bidder should meet the experience criteria as per clause 1.2 & 1.3 above. The Indian Bidder shall maintain minimum 20% local content as mentioned in clause 1.1 above.
- 1.7.1 Also, in case the Indian Company does not meet the minimum experience criteria as per clause 1.2 & 1.3 above, they may also submit the bid on the strength of Technical Collaborator (in case of technical collaboration). However, Technical collaborator at its own shall meet the laid down experience criteria and not based on collaboration with some other firm(s). Also, the Indian



company (in case of technical collaboration) must meet the financial criteria under Clause No. 2.1 and 2.2 below.

1.7.2 Indian bidders quoting based on technical collaboration, shall submit a Memorandum of Understanding (MOU) with their technical collaborator clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.

1.8. **Bidder as a Consortium:** In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain minimum 20% local content as mentioned above. The following requirements must be satisfied by the Bidder:

- (a) The leader of the consortium must satisfy the minimum experience criteria as per clause no. 1.2 and 1.3 above.
- (b) 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 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 and also authorize the leader for signing and submission bid on their behalf. 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. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.
- (c) 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.
- (d) The Bid Security undertaking shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.
- (e) 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.
- (f) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.

- (g) 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 members 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). 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.
- (h) In case of Consortium bids, the bid shall be digitally signed by the authorized representative of 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.
- (i) 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.
- (j) **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.
- (k) **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.
- (l) 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 / Subsidiary / Co-subsidiary / Sister subsidiary will be rejected.
- (m) 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. However, this clause will not apply in case person signing has the valid general power of attorney issued by the company to sign any document on behalf of company.
- (n) The consortium partners should satisfy the experience criteria as per Clause 1.3 above in their respective domain.
- (o) The MOU / Agreement should be legally valid i.e., it should be on a non-judicial stamp paper and notarized.

- 1.9. **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:** Offers of those bidders who themselves do not meet experience criteria as stipulated in clause 1.2 & 1.3 above can also be considered provided the bidder is a wholly owned subsidiary company of the parent company (Supporting Company) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its wholly owned subsidiary company (Supporting Company). However, the parent/subsidiary company (Supporting Company) of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide Annexure-II(a), between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide Annexure-II(b), from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.
- 1.10. **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 in clause 1.2 & 1.3 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:
- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned 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-subsidiary company on its own meets the technical experience criteria laid down in clause 1.2 & 1.3 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-III, between them, their ultimate parent/holding company, along with the technical bid.
  - (d) In the situations mentioned in clauses 1.9 and 1.10, following conditions are required to be fulfilled/documents to be submitted:
    - i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at 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.

ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to nonperformance of the contractor.

**Note:** In case Supporting Company fails to submit Performance Bank Guarantee as per 1.10(d)(i) above, action shall be taken on the bidder as per clause 16.0 of Commercial evaluation criteria.

1.11 Any party who is extending support by way of entering into consortium /Joint Venture agreement with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

1.12 MOBILIZATION PERIOD: Bidder must confirm unconditional acceptance to complete Mobilization **within 90 days** from the date of issuance of LOA (letter of Award) or issue of Mobilization Notice (whichever is later) from OIL in their technical bid. Bidders to categorically confirm to the same.

1.13 TECHNICAL BID ENCLOSURES:

All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical Bid. Bidders are requested to agree and submit the technical information in attached excel sheet (as per Annexure-B to Annexure-E), along with following supporting documents:

- i) An undertaking of meeting and agreeing to provide wireline logging Unit/tools/ services as mentioned in **Table-1 & 2 of Part-II** of the bidding document.
- ii) An undertaking of bidder's capabilities in processing and interpreting the basic as well as advanced log data and provide log interpretation reports to OIL, wherever applicable, within timelines specified under paragraph 14 OF Part-III, SECTION-II, Scope of Work (Sow)/Terms of Reference (TOR).
- iii) Technical specifications along with OEM, ISO/DNV certificate for the Wireline logging unit.
- iv) Technical specifications along with OEM certificates for the Wireline logging tools & other equipment being offered by the bidder. Bidders should include technical brochures / specifications and Purchase invoices of preferably all offered tools/equipment.
- v) Documents in the form of copies of relevant pages of Contract, P.O/ work order and Job Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of providing wireline logging services with services as mentioned in the Scope of Work/Terms of Reference/Technical Specification (Section-II) of the bidding document, during last 10 years prior to the original bid closing date of the tender. Bidders should provide a systematic information regarding their experience in providing Wireline logging and perforation services, including but not limited to client's name with contact details, services provided, contract dates and duration, oil fields / areas / place of operation etc.
- vi) Reference address under which last service provided.
- vii) List of proposed personnel along with their CVs, Educational, Technical and HSE training certificates should be submitted to OIL with the bid document. Bidders must provide the

information regarding oil fields/areas in which they worked. Experience period in this regard shall be reckoned from original bid closing date.

- viii) Details of bidder's Health, Safety and Environmental Policy and Programme together with HSE Management System/Quality Assurance System and Certificate issued by ISO 9001, 14001, 18001, 27001, 29001 or equivalent.
- ix) Sample logs (hard copy) of all standard, special tools (mentioned in the Scope of Work) logged by them. (Company Name, Field Name, Well Name etc. may be blanked out on the sample logs).
- x) Any other relevant information that will establish that Contractor is a competent service provider.

## **B. FINANCIAL EVALUATION CRITERIA**

**1.0** 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 17.03 Crores**.

**2.0** "Net Worth" of the bidder should be positive for the preceding financial/ accounting year.

**3.0** 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 / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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-H**.

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.

(c) Mention of UDIN (Unique Document Identification Number) is mandatory for all certificates, tax audit reports etc. issued by Chartered Accountant as per the notifications issued by the Institutes of Chartered Accountant of India (ICAI).

(d) 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\$.

**4.0** In case the Bidder is subsidiary company (should be a wholly owned subsidiary company 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 wholly owned subsidiary company of the ultimate parent/holding company either directly or through intermediate wholly owned subsidiary company of the ultimate parent/holding company or through any other wholly owned 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) Annual 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.

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

(iii) Corporate Guarantee as per Annexure-II(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 wholly owned 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 wholly owned subsidiary company of the parent/ultimate parent/holding company.

5.0 In case, the Bidder is a consortium of companies, at least one member of the consortium to meet the financial turnover criteria vide para 1.0 above. The other members of consortium should meet minimum turnover of **INR 8.51 Cr.**, in any of the preceding 3 financial years.

### **C. COMMERCIAL EVALUATION CRITERIA:**

**1.0** 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 Proforma-B & B1 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.



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

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

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

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

**6.0** 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.

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

**8.0** 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.

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

**10.0** 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.

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

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

**13.0** Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" i.e., **PROFORMA-B and B1** otherwise the Bid will be summarily rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.

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

- a) Bid Security Clause.
- b) Performance Guarantee Clause.
- c) Force Majeure Clause.
- d) Tax Liabilities Clause.
- e) Arbitration Clause.
- f) Acceptance of Jurisdiction and Applicable Law.
- g) Liquidated damage and penalty clause.
- h) Safety, Environment & Labour Law.



- i) Termination Clause.
- j) Integrity Pact.
- k) Withholding clause.

15.0 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.

**16.0** Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (Proforma-O) 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.

#### **D. GENERAL EVALUATION CRITERIA:**

**1.0** Bidders are advised not to take any exception/deviations to the bid document. Any exceptions / deviations, must be communicated to OIL within the Bid closing date specified in the NIT. OIL, after reviewing such requests, may, through an addendum to the Bid Document, communicate to the bidders the changes made in the Bid Document, if any.

**1.1** OIL requires to finalize the Contract within a limited time schedule. Therefore, it may not be feasible for OIL to seek clarifications in respect of incomplete/incomprehensible offers. As such, prospective Bidders are advised to ensure that their Bids are complete in all respects and conform to the terms, conditions and Bid Evaluation Criteria of this tender. Bids not complying with OIL’s requirement may be rejected without seeking any clarification.

**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.

#### **2.0 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.

#### **E. 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 bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Part-III, Section-IV and the summarized price schedule format vide enclosed Proforma-B. Breakup of the rates are to be quoted in Proforma - B1.

**2.0** The quantities shown against each item in the "Price Bid Format i.e., in Proforma-B and B1" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameters, as the case may be.

**3.0** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per **Proforma-B & B1**. 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 EVALUATION OF BIDS:** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made, subject to corrections/adjustments, based on the financial evaluation of the bids for hiring of services under Logging Unit (Standard+ Special), as shown in **Table A** below:

**TABLE A: COST DETAILS FOR LOGGING UNIT**

| <b>Price bid format</b>                                                            |                            |
|------------------------------------------------------------------------------------|----------------------------|
| <b>TOTAL COST SUMMARY FOR LOGGING UNIT &amp; SERVICES</b>                          |                            |
|                                                                                    | <b>Unit &amp; Services</b> |
| (A) Total Mobilization & Demobilization charge for Logging Unit and Standard tools |                            |
| (B) Total Mobilization & Demobilization charge for Special tools                   |                            |
| (C) Total monthly rental charge for Logging Unit and Standard tools                |                            |
| (D) Total monthly rental charge for Special tools                                  |                            |
| (E) Total Operating charge for Standard tools                                      |                            |
| (F) Total Operating charge for Special tools                                       |                            |
| (G) Total Data Processing Charges                                                  |                            |
| (H) Total Other Operational Charge                                                 |                            |

|                                                |  |
|------------------------------------------------|--|
| ESTIMATED CONTRACT COST<br>(A+B+C+D+E+F+G+H)   |  |
| Add: GST @ _____ %                             |  |
| TOTAL ESTIMATED CONTRACT COST<br>INCLUDING GST |  |

**Total Evaluated Cost of Logging Unit & services for three years of operation, including GST, other taxes & duties but excluding Basic Customs Duty on eligible imported items.**

**NOTES:**

- i) All rates must be net of all discounts (Degressivity if offered will not be considered for financial evaluation of the Bids).
- ii) Bidder is to declare the information as requested vide **Proforma-A** against each of the items to be imported.
- iii) The number and type/details of jobs indicated are given for commercial evaluation only which are purely tentative and may fluctuate. Payment to Contractor shall be made on the basis of actual work done.
- iv) 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:**

**4.1** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises.

**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.**

**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. 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 of the tender:

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

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|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a><br><a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a><br><a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a><br><a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a><br><a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a><br><a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a><br><a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a><br><a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a><br><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-N**) 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.

~~~ (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/COMPANY:

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/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/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 CONTRACT TIMELINE:

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

4.2 Mobilisation time of contract: The mobilization of Equipment & Tools, accessories, consumables and personnel, as specified in this Contract, should be completed by Contractor within the time period as specified in 'Terms of Reference/Technical Specifications'. Separate mobilization notification shall be issued for Equipment & Tools, accessories, consumables and the Personnel respectively. Mobilization shall be deemed to be completed when Contractor's items (Equipment & Tools, accessories and consumables) are placed at the nominated location in readiness to commence Work as envisaged under the Contract and duly certified by the Company's representative.

4.3 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects will be treated as date of commencement of Contract. The Commencement Date of the Contract will be reckoned from the day mobilization is completed as defined under Clause No. 4.2 above.

4.4 Duration of the Contract:

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

5.0 SCOPE OF WORK / CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

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

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

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

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

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

8.0 DUTIES AND POWER/ AUTHORITY:

8.1 OIL's site representative / engineer:

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

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 requirement including those prescribed by the Company. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company.

9.2 The Contractor shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from 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-D 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.

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

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

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

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

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

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

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

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than **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:

11.1 The successful bidder is required to sign a formal detailed Contract with OIL within a maximum period of 60 days of date of LOA. Until the Contract is signed, **the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties**. In the event of failure on the part of the successful Bidder to sign the Contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the 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 defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 Contractor, unless specified otherwise in the Contract, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the Contractor on account of payments received by it from the Company for the work done under this Contract. It shall be the responsibility of Contractor to submit to the concerned

Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

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

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

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

12.3.5 Prior to start of operations under the Contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

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

date and on the date of revision.

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

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

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

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

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

12.5 Anti-profiteering clause

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

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

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.0.1 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.

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

15.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.

15.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.

15.5 Except as otherwise expressly provided herein, neither Contractor nor its servants, agents, nominees, contractors or Sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub- contractors. The Company shall protect, defend, indemnify and

hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

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

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

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

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Willful misconduct and/or criminal acts and/or criminal negligence, neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company and/or Company's right to forfeit the Performance Bank Guarantee(s) in terms of the Contract.

b) Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING / ASSIGNMENT:

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

24.2 Consequent upon 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.

27.7 Contractor will submit 03 (three) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the Company for processing payment. Separate invoices for the charges payable under the Contract shall be submitted by the Contractor for foreign currency and Indian currency.

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

27.9 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, 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.

27.10 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

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

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

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

27.12 Contractor shall maintain complete and correct records of all information on which Contractor's invoice are based 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 TENDER ONLY):

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

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

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

The Contractor shall be required to submit the following documents/details to the 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

- f) The Employees' Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

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

35.0 LABOUR LAWS:

i) Contractor shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, Company's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) Contractor shall at his expense comply with all labour laws and keep the Company indemnified in respect thereof.

v) Contractor shall pay equal wages for men and women in accordance with applicable Labour laws.

vi) If the Contractor is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e., office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the Contractor.

vii) Contractor must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, Contractor must obtain ESI Code under Employees State Insurance Act.

viii) Contractor being the employer of the labours / personnel to be engaged under the Contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of

Gratuity Act, 1972 and accordingly, shall keep the Company indemnified in respect thereof. If however, Company requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, Company shall recover such amount from the outstanding dues payable to the Contractor under the Contract or any other Contract(s).

ix) Contractor shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. Contractor shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-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.

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

39.3 Any increase in net amount of the duties and taxes (i.e., the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual

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

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

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

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

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

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

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

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

40.0 SEVERABILITY:

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

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

The information and documents furnished by the bidder/Contractor in respect of the tender/Contract are accepted by Company to be true and genuine. However, if it comes to the notice of the Company 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 as under:

- i)** 20% of the fees if the claimant has not submitted statement of claim.
- ii)** 40% of the fees if the pleadings are complete
- iii)** 60% of the fees if the hearing has commenced.
- iv)** 80% of the fees if the hearing is concluded but the award is yet to be passed.

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

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

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

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

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

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

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

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

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

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

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

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

42.4 Resolution of disputes through conciliation by OEC.

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation,

effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee (“OEC”) to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

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

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

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

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

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

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

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

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

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

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

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

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

42.5 Exclusions:

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

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

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

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

44.2 Termination of Contract for death: If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies then unless, the Company is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing

Contract, the Company is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of Contract. The decision of the Company in such assessment shall be final & binding on the parties. In the event of such cancellation, the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of Contractor's firm liable for any damages for non-completion of the Contract.

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

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

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

44.5 Termination for Unsatisfactory Performance: If the Company considers that, the performance of the Contractor is unsatisfactory, or not as per the provision of the Contract, the Company shall notify the Contractor in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company. In the event Contractor rectifies its non-performance to the satisfaction of the Company, the option of termination may not be exercised by the Company. If, however Contractor repeats non-performance subsequently, Company shall exercise the option to terminate Contract by giving 07 days' notice. Such Contractor shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

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

44.7 If at any time during the term of this Contract, breakdown of Contractor's equipment results in contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety or partially to the extent 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 Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

## **PART-III**

### **SECTION-II**

#### **TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS/ SCOPE OF WORK**

##### **1.0 PREAMBLE:**

OIL INDIA LIMITED (OIL), an integrated National E&P Company, has been carrying out exploration & development activities for oil & gas, since the early fifties. It is also engaged in production & transportation of crude oil & natural gas as well as production of LPG. OIL has major share of its E&P activities in Assam & Arunachal Pradesh, besides activities in rest of India and abroad.

OIL was awarded Four onshore blocks MN-ONHP- 2018/1, MN-ONHP- 2018/2, MN-ONHP- 2018/3 & MN-ONHP- 2018/4 in Mahanadi Basin in the state of Odisha under OALP-II bidding round. Another onshore block MN-ONHP- 2018/5 in Mahanadi Onshore basin was awarded to OIL under OALP-III bidding round. OIL is sole operator of these blocks with 100% Participating Interest.

The cumulative committed work programme (CWP) for above blocks includes drilling of 20 exploratory wells. To start with OIL has a program of drilling about ten (10) wells in above Five blocks to tentative Total Depths ranging from 2000m to around 4500m. To execute above drilling campaign, OIL's Bay Exploration Project at Bhubaneswar is planning to hire **One wireline** Logging Unit with state of art technology from reputed Wireline Logging Service Company to provide Wireline Logging services in OIL's drilling locations in the state of Orissa.

##### **2.0 DURATION OF THE CONTRACT:**

The Contract shall be valid for a period of **03 (Three) years** from the date of its commencement **with a provision for extension up to further 1 (one) year** at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract. However, the rates, terms and conditions of Contract will continue until the completion, of the last well being drilled inclusive of production testing and abandonment of the well, at the time of end of initial term of Contract or any extension thereof.

##### **3.0 EXPERIENCE & QUALIFICATION OF BIDDER'S PERSONNEL:**

The Bidder must confirm to provide the required number of qualified, experienced and competent manpower for carrying out the wireline logging, perforation and other associated operations under the Contract.

(i) **Logging Engineers:** Logging engineer(s) proposed to be engaged must have relevant experience of **minimum 3 years** in wireline logging and perforation jobs. Period in this regard shall be reckoned from original bid closing date.

(ii) **Data processing Personnel:** The Data Processing personnel must have **minimum 4 (four) years'** experience in processing and interpretation of wireline log data. Period in this regard shall be reckoned from original bid closing date.

On award of the contract, Bidder's personnel shall be deployed at wellsites only after prior approval by the Company. The company reserves the right to accept or reject the Bidder's proposed personnel. No change in assigned crew at wellsite should be performed without approval from the company.

#### **4.0 VINTAGE:**

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

#### **5.0 MOBILIZATION PERIOD:**

Bidder must confirm unconditional acceptance to complete mobilisation within **90 days'** time from the date of issue of Letter of Award (LOA) or Mobilisation Notice from the Company, whichever is later. For details, please refer to Paragraph 2 of Part-III, SECTION-III, Special Conditions of Contract (SCC)

#### **6.0 MOBILISATION OF EQUIPMENT:**

Mobilisation of the Wireline Logging Unit and related equipment will be at the **designated drilling site or as specified by OIL**. Company will not take any responsibility for Mobilisation including transit insurance of the unit/equipment. For details, please refer to Paragraph 2 of Part-III, SECTION-III, Special Conditions of Contract (SCC)

#### **7.0 DEMOBILIZATION OF EQUIPMENT:**

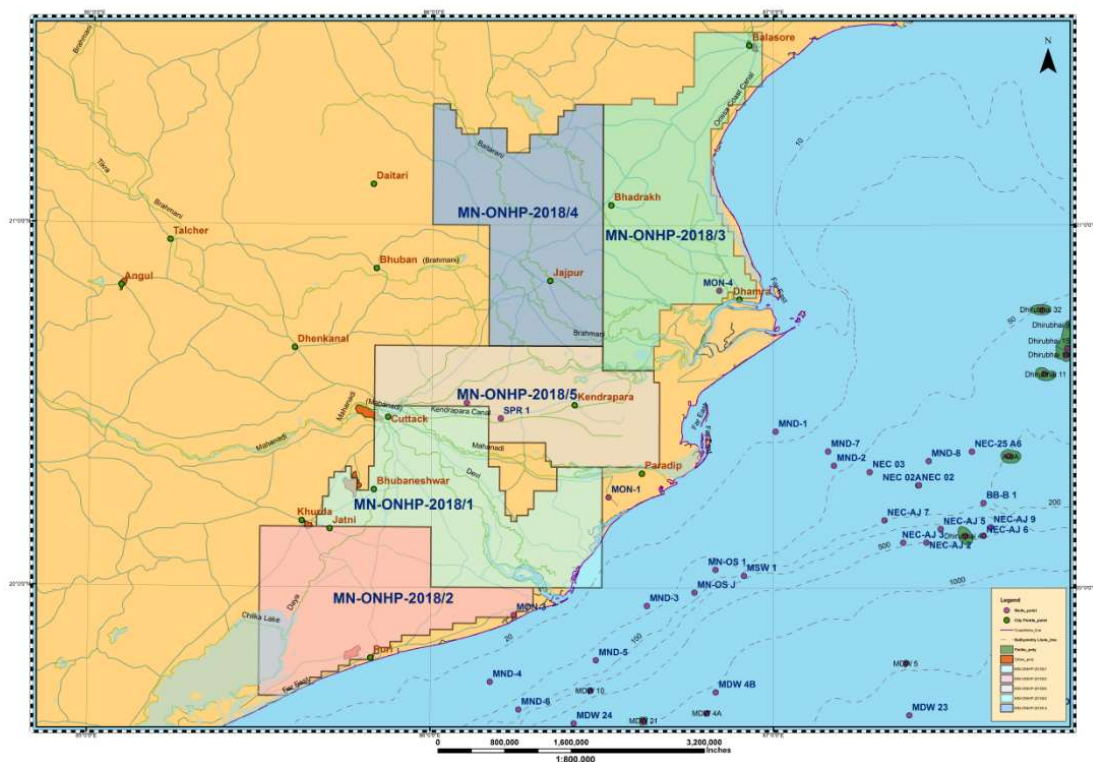
Demobilization of the equipment from the last drilling site shall be completed by Bidder within **60 days** of expiry/termination of the contract and charges, if any, should be quoted by bidder accordingly.

#### **8.0 AREA OF OPERATION:**

The primary operation area of 14108.55 Sq. Km identified as Blocks MN-ONHP-2018/1, MN-ONHP-2018/2, MN-ONHP-2018/3, MN-ONHP-2018/4 and MN-ONHP-2018/5 is located in 11 districts (Cuttack, Khordha, Jagatsinghpur, Puri, Kendrapada, Ballasore, Jajpur, Mayurbhanj, Bhadrak, Kendujhar and Dhenkanal) of Odisha state. However, Wireline Logging Services may also be moved to any other districts of Odisha where the above contract areas fall.

#### **9.0 COMMUNICATION TO THE BLOCK:**

Blocks are spread over a wide geography in state of Orissa with nearest airport Biju Patnaik Airport at state Capital Bhubaneswar. Nearest seaport is Paradeep. Nearest railway station includes Bhubaneswar, Cuttack, Puri, Kendrapara etc. It is also well connected to different parts of India by a large network of road. Major highways passing through area includes NH 16 G, Q, NH 316, NH 20, etc.



## 10.0 BRIEF ON 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



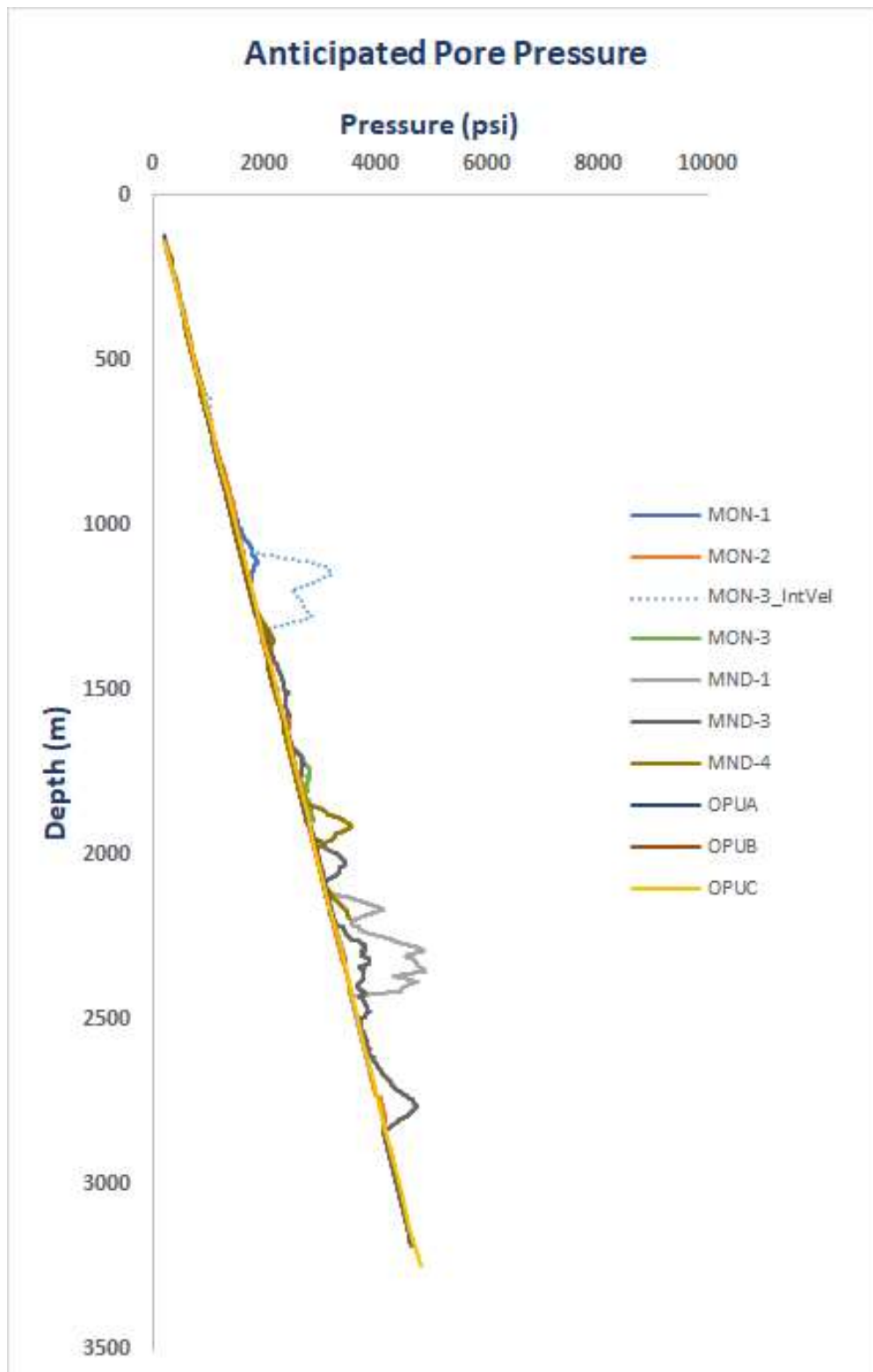
and eastern parts of Mahanadi on-land part. Oligocene is conspicuous as a period of non-deposition/erosion in the major part of Mahanadi Basin especially in the shallow water and on-land part of the basin. However, beyond the Eocene shelf-edge, Oligocene is wedged out against Eocene hinge. Miocene was 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. Generalised stratigraphy for the Onland Mahanadi Basin is given below:



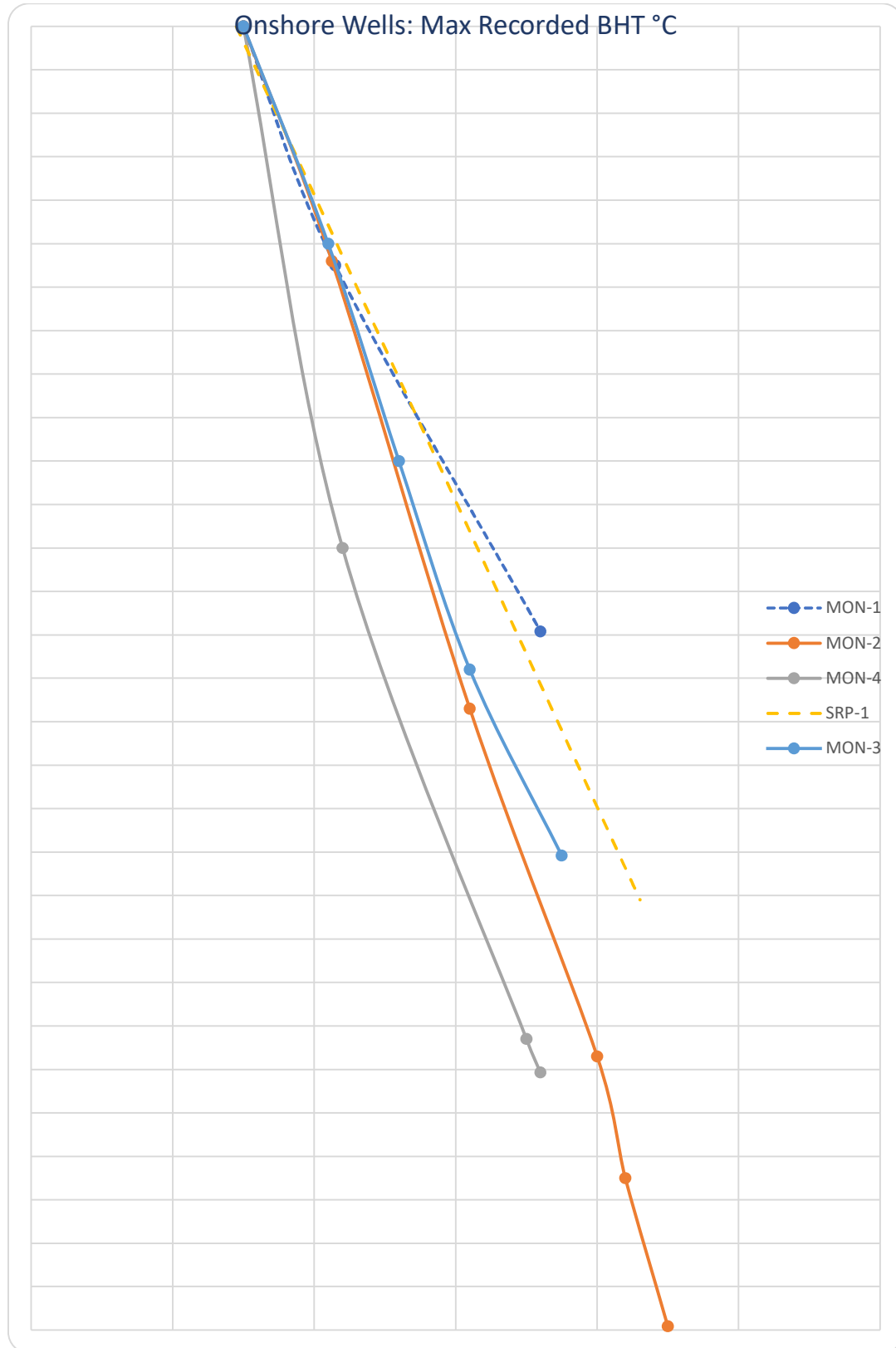
| ERA          | PERIOD      | EPOCH       | AGE (Ma) | GENERAL LITHOLOGY                                                                                                                            | ROCK UNITS                          |
|--------------|-------------|-------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| CENOZOIC     | QUATERNARY  | HOLOCENE    | 1.8      | sandstone                                                                                                                                    | Baripada Sandstone                  |
|              |             | PLEISTOCENE |          | siltstone/claystone<br>sandstone<br>sandstone                                                                                                |                                     |
|              | NEOGENE     | PLIOCENE    | 5.3      | siltstone/claystone                                                                                                                          |                                     |
|              |             | MIOCENE     | 23.7     | sandstone                                                                                                                                    |                                     |
|              |             | OLIGOCENE   | 33.7     |                                                                                                                                              |                                     |
|              | PALEOGENE   | EOCENE      | 99       | shale/claystone                                                                                                                              |                                     |
|              |             | PALEOCENE   |          | sandstone                                                                                                                                    |                                     |
| MESOZOIC     | CRETACEOUS  | EARLY       | 144      | siltstone/claystone<br>shale/claystone<br>shale/claystone<br>shale/claystone<br>shale/claystone<br>shale/claystone<br>sandstone<br>sandstone | Athgarh Sandstone<br>Rajmahal Traps |
|              |             |             |          | Volcanics                                                                                                                                    |                                     |
|              |             |             |          | sandstone                                                                                                                                    |                                     |
|              |             |             |          | sandstone                                                                                                                                    |                                     |
|              | JURASSIC    | LATE        | 206      |                                                                                                                                              |                                     |
|              |             | MIDDLE      |          |                                                                                                                                              |                                     |
|              |             | EARLY       |          |                                                                                                                                              |                                     |
|              | TRIASSIC    | LATE        | 248      |                                                                                                                                              |                                     |
|              |             | MIDDLE      |          | sandstone                                                                                                                                    |                                     |
|              |             | EARLY       |          |                                                                                                                                              |                                     |
| PALEOZOIC    | PERMIAN     | LATE        | *        |                                                                                                                                              |                                     |
|              |             | MIDDLE      |          |                                                                                                                                              |                                     |
|              |             | EARLY       |          |                                                                                                                                              |                                     |
| PRE CAMBRIAN | PROTEROZOIC |             | 543      | Metamorphic                                                                                                                                  |                                     |

### 10.1 Observed Pressure Profile:

Pore pressure gradient observed in past wells drilled in Mahanadi basin is near hydrostatic. Average pore pressure calculated from available data of Well MON-1, MON-2, MON-3 and SPR-1 is shown below:



## 10.2 Temperature Profile of Mahanadi onshore wells:



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

### 10.3 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 bbls/hr was observed at 854 m.

In shallow offshore well MND-1, held up was observed at 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.

### 11.0 WELL ENGINEERING:

#### 11.1 Well Types:

All the exploration wells are planned to be drilled vertically. However, some inclined wells might be drilled with deviation up to 30 degrees due to unavailability of surface locations or any other constraints.

#### 11.2 Proposed Casing Program (Subject to Change):

| <i>Casing</i>      |              |                 | <i>Hole Size (inches)</i> | <i>Shoe Depth(meters)</i> |                    |                    |                    |
|--------------------|--------------|-----------------|---------------------------|---------------------------|--------------------|--------------------|--------------------|
| <i>Size (Inch)</i> | <i>Grade</i> | <i>Wt (ppf)</i> |                           | <i>Type Well-1</i>        | <i>Type Well-2</i> | <i>Type Well-3</i> | <i>Type Well-4</i> |
| 20                 | K-55         | 94              | 26                        | X                         | X                  | X                  | 325                |
| 13. 3/8            | N-80         | 68              | 17.½                      | 325                       | 325                | 325                | 1800               |
| 9. 5/8             | N-80         | 47              | 12. 1/4                   | 800                       | 1200               | 1500               | 3300               |
| 7                  | N-80         | 29              | 8. 1/2                    | 2000                      | 2500               | 3500               | 4500               |
| 5. 1/2             | N-80         | 20              | 8. 1/2                    | 2000                      | 2500               | 3500               | 4500               |

#### 11.3 Mud System: Mud design is proposed to be water based as per below table.

| <i>Hole size (Inch) Drill</i> | <i>Estimate mud density TD (PPG)</i> | <i>Tentative Mud System</i>                          |
|-------------------------------|--------------------------------------|------------------------------------------------------|
| 20                            | 8.5 – 9.0                            | Lightly treated WBM                                  |
| 17.½                          | 9.0 – 9.5                            | Lightly treated WBM                                  |
| 12. 1/4                       | 9.0 – 10.5                           | K <sub>2</sub> SO <sub>4</sub> – KOH – PHPA WBM      |
| 8. 1/2                        | 10.0 – 12.0                          | K <sub>2</sub> SO <sub>4</sub> – KOH – Polymer - WBM |

### 12.0 SCOPE OF SERVICES:

The Bidder shall provide One Wireline Logging Unit and services along with required manpower, equipment, logging tools and data processing service in full operating condition suitable to work in onshore locations in the state of Orissa. Wireline Logging should be deployed at exploratory drilling well sites for acquisition of wireline log data and its interpretation. The Wireline Logging unit should be able to acquire, display, process, store as

well as transmit the wireline log data in real-time data. Bidder will, as a minimum, adhere to the latest international standards and standard operating procedures. The requirement of wireline logging unit along with services required are categorized as follows:

- a. **Logging Unit (with standard + Special tools)** as described in Table-1 of this section.
- b. **Data processing services** as described in Table-2 of this section.

**Note:** Bidders must quote for logging unit and data processing services as described above. Part offer will not be accepted.

### 13.0 **WIRELINE LOGGING SERVICES:**

The required wireline services are divided into following categories: **Standard services and Special services.**

**Standard Services:** These services are those which shall be mobilized by default along with the mobilization of the Logging Unit. They will remain hired for the entire hiring duration of the respective Logging Unit. Such services are listed in sub-heading A of **Table-1** below.

**Special Services:** These services shall be mobilized/hiring period extended as per OIL's requirement. Some of the special services may be mobilized along with Logging Unit during initial mobilization which shall be mentioned in the LOA. Such services are listed in sub-heading B of **Table-1** below.

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

**TABLE-1: LIST OF REQUIRED WIRELINE SERVICES AND TOOL**

| Sl. No.                             | OIL's Code | Service Description                                      | Quantity to be mobilized |
|-------------------------------------|------------|----------------------------------------------------------|--------------------------|
| <b>A. Standard Tools /Services:</b> |            |                                                          |                          |
| 1                                   | TR-1       | Onshore Truck mounted Logging Unit                       | 1                        |
| 2                                   | TR-2       | Wellhead Control Equipment (BOP)                         | 1                        |
| 3                                   | TR-3       | Pressure Control Equipment for Through Tubing Operations | 1                        |
| 4                                   | TR-4       | Data transmission                                        | 1                        |
| 5                                   | CR-1       | Personnel/Crew                                           | 1                        |
| 6                                   | CIS        | Customer Instrument Service                              | 1                        |
| 7                                   | A-1        | Dual Laterolog Resistivity with Micro Resistivity and SP | 1                        |
| 8                                   | A-2        | Dual Spaced Compensated Neutron Porosity                 | 1                        |
| 9                                   | A-3        | Formation Density (with Pe & caliper)                    | 1                        |

| Sl. No.                                                                         | OIL's Code | Service Description                                   | Quantity to be mobilized |
|---------------------------------------------------------------------------------|------------|-------------------------------------------------------|--------------------------|
| 10                                                                              | A-4        | Natural Gamma ray                                     | 1                        |
| 11                                                                              | A-5        | Spectral Gamma ray                                    | 1                        |
| 12                                                                              | A-6        | Side Wall Core                                        | 1                        |
| 13                                                                              | A-7        | Borehole deviation survey                             | 1                        |
| 14                                                                              | A-8        | Cement Bond Evaluation                                | 1                        |
| 15                                                                              | A-9        | Dipole Shear Sonic Imager                             | 1                        |
| 16                                                                              | A-10       | Pipe Conveyed Wireline Logging                        | 1                        |
| 17                                                                              | A-11       | Free Point Survey                                     | 1                        |
| 18                                                                              | A-12       | Back off/String Shot                                  | 1                        |
| 19                                                                              | A-13A      | Bridge Plug Setting                                   | 1                        |
| 20                                                                              | A-13B      | Retainer Packer Setting                               |                          |
| 21                                                                              | A-14       | Through Tubing perforation (Deep Penetration charges) | 1                        |
| 22                                                                              | A-15       | Depth Determination (Dummy/GR/CCL/Junk Basket)        | 1                        |
| 23                                                                              | A-16       | Explosive Pipe Cutter                                 | 1                        |
| 24                                                                              | A-17       | Severing/Colliding tool                               | 1                        |
| 25                                                                              | A-18       | Puncture services (2 7/8" tbg - 5" drill pipe)        | 1                        |
| <b>B. Special Tools/services (to mobilize / demobilize as per requirement):</b> |            |                                                       |                          |
| 26                                                                              | S-1        | Vertical Seismic Profiling (VSP)                      | 1                        |
| 27                                                                              | S-2        | Nuclear Magnetic Resonance Logging                    | 1                        |
| 28                                                                              | S-3        | Micro-electric Imager                                 | 1                        |
| 29                                                                              | S-4        | Dynamic Formation Tester                              | 1                        |
| 30                                                                              | S-5        | Elemental Capture Spectroscopy                        | 1                        |

**NOTES ON TABLE - 1:**

- a) Technical Specifications and details of the required tools, equipment and services are given in Annexure-B. Technical literature/ brochures must be submitted in support of the required features of tools/ equipment.
- b) Gamma Ray log, CCL log and Downhole Tension log shall be provided as standard deliverables with all logging services wherever applicable. The cost of GR, CCL and DTD may be included in the operating cost of the services itself and shall not be payable separately. Service provider must have suitable fishing equipment for fishing operation, if any tool may get stuck in the borehole.
- c) The following services must be fully combinable with each other so as to enable combo runs in any desired combination: A-1, A-2, A-3, A-4, A-5 & A-7. If it is found that the contractor is not able to take up combo runs due to restrictions in tool combinability of any of the tool(s) then the Contractor shall have to replace such tool(s) immediately so as to meet the above tool combinability

requirement. Until suitable replacement is provided meeting the above combinability, all the above tools shall be under zero rental.

- d) Triple or Quad combo offer is also acceptable.

#### **14.0 DATA PROCESSING & INTERPRETATION SERVICES:**

Bidder should have a data processing center within India with experienced processing and interpretation geoscientists / engineers for carrying out detailed processing of the data.

i) **Basic Log Interpretation:** The service provider will be required to carry out detailed processing & Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) for the Service Codes P-Basic and PS-1(I) cost of which is to be included in the “operating cost per standard job” on standard log data (Gamma ray - Resistivity - porosity - density - sonic log and/or other available data) for quantitative analysis of lithology/ mineralogy, effective & total porosity, permeability, fluid saturation (movable/residual) & fluid type from log data and submit the provisional result within **6 hours** from the time the survey is completed/ after handing over the recorded data to Contractor. Final Report for Basic Log interpretation is to be submitted within **72 hrs** (soft copy acceptable). Hardcopies and data (in suitable media) of final processed product to be submitted within **7 days**. Processed/ interpreted data must be submitted by Bidders representative stationed at KG, Kakinada base/BEP office.

ii) **Advanced Log Interpretation:** The service provider will be required to carry out detailed processing & Interpretation of advanced logs for the Service Codes PS-2, PS-3, PS-4, PS-5 & PS-6, cost of which is to be included in the “operating cost per standard job” and submit the provisional result within **12 hours** from the time the survey is completed/ after handing over the recorded data to Contractor. Final Report for Advanced Log Interpretation is to be submitted within **72 hrs** (soft copy acceptable). Hardcopies and data (in suitable media) of final processed product to be submitted within **7 days**. Processed/ interpreted data must be submitted by Bidders representative stationed at Bhubaneswar base/BEP office.

iii) For delay in submission of provisional processed data within defined time period, recovery shall be made from the Contractor as per clause 11.6 of Part-III Section-III (SCC).

iv) Transfer of raw/ processed data between Contractor’s field base and processing/ interpretation centre is Contractor's responsibility and Company will not pay any additional charge for it.

v) Details of the data processing facilities at the processing centre and its location must be submitted along with the bid.

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

vii) The requirement of detailed processing of the services is given in Table-2. The processed data should be submitted both in hard copies (two sets) and soft copies (two set). The scale of the hard copies should be as per industry standard. Processed output (digital data) should be of LAS/LIS/DLIS to be submitted in DVD. Soft copy of the reports, figures, processed log etc. should be presented in PDF/Tiff or similar format and should be submitted in DVD.



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

The list of data processing services with interpretation reports required is given in Table-2 below:

**TABLE-2: LIST OF REQUIRED DATA PROCESSING SERVICES**

| Sl. No. | OIL's Code | Data acquired by                | Post Processed data requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------|------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | P-Basic    | Basic OH evaluation tools       | Basic log Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) of standard log data (Gamma ray - Resistivity - porosity - density - sonic log and/or other available data) for quantitative analysis of lithology/ mineralogy, effective & total porosity, permeability, fluid saturation (movable/residual) & fluid type from log data acquired by the Contractor or by a third-party including OIL's in-house logging services for OIL's wells originating from any part of the world.                             |
| 2       | PS-1(I)    | Dipole shear sonic imager (A-9) | <b><u>I) Processing of Dipole Shear-Sonic Imager data for evaluation of</u></b><br>i) Compressional, Shear (both X & Y direction) and Stoneley slowness with integrated travel time, Vp/Vs & gas zone detection.<br>ii) Geo-mechanical properties viz. Young, shear and bulk modulus, Poisson's ratio, etc.<br>iii) Evaluation of formation anisotropy around borehole, anisotropy map<br>iv) Permeability from Stoneley<br>v) Stoneley fracture identification                                                                             |
| 3       | PS-1(II)   | Dipole shear sonic imager (A-9) | <b><u>II) Borehole stability analysis and prediction of safe mud window.</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4       | PS-1(III)  | Dipole shear sonic imager (A-9) | <b><u>III) Geo-Mechanical Modeling</u></b><br>Geo - Mechanical modeling of an area combining shear sonic data with other necessary data viz. shear sonic data acquired using DSI or equivalent, Resistivity /density/neutron, resistivity image log data and any other available relevant data to guide well planning viz. casing depth, well trajectory, borehole stability analysis and prediction of safe mud window etc. Such analysis may be carried out using data from one or more than one well located in the same structure/area. |

| Sl. No. | OIL's Code | Data acquired by                       | Post Processed data requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------|------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5       | PS-1(IV)   | Dipole shear sonic imager (A-9)        | <p><b><i>IV) Sand Ingression Analysis</i></b></p> <p>Examination &amp; analysis of <b>potential sanding issues</b> using available data such as well logs (Sonic &amp; density etc.) and core data of study area. Identification of potential cause of sanding in the study area. Recommendation of suitable solution to control sand production and suitable completion methodology in sand prone formation. Such analysis may be carried out using data from one or more than one well located in the same structure/area.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6       | PS-2       | Vertical Seismic Profiling (VSP) (S-1) | <p>Processing of Borehole Seismic Services (VSP) data in open hole &amp; cased hole relevant to acquisition mode with report comprising of:</p> <p>i) Composite Display of Down-going waves, corridor stack (repeating 6-7 times) with check-shot corrected Sonic, Density, Gamma and Formation Tops. This display is to be with respect to SRD (seismic reference datum).</p> <p>ii) Display of original Down-going (i.e., after separation) waves and display of Down-going waves after Deconvolution.</p> <p>iii) Details of velocity filter and Deconvolution parameters as part of processing note.</p> <p>iv) VSP Velocity Listing Table: The primary use of VSP is for accurate well – to- seismic ties. Seismic sections are always based on the SRD (seismic reference Datum). Therefore, velocity listing table should have a column mentioning SRD so that the average velocity and interval velocity can be seen w.r.t. SRD.</p> <p>v) Time-Depth Curve: The Depth axis should start from SRD level. At right hand side, there should be a color bar indicating the Formation Tops and Thickness.</p> <p>vi) Time-Depth Table: Interval velocity and Average velocity should be mentioned along with TWT.</p> <p>vii) Checkshot data.</p> <p>viii) Report on acquisition and processing.</p> |

| <b>Sl. No.</b> | <b>OIL's Code</b> | <b>Data acquired by</b>              | <b>Post Processed data requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------|-------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7              | PS-3              | Nuclear Magnetic Resonance (S-2)     | Processing of data of Nuclear Magnetic Resonance Logging Services for<br>i) Determination of total and effective porosity, capillary and clay-bound water & free fluid volume, pore size distribution, permeability,<br>ii) Hydrocarbon typing and quantification.<br>iii) Continuous saturation profiling.<br>iv) All answer products relevant to acquisition mode, such as saturation profiling, high resolution processing, T1 profiling, fluid characterization & multi-depth magnetic resonance (MR) Output.                                                                                                                                                                                                                                                                                            |
| 8              | PS-4              | Microelectric Imager (S-3)           | Processing of Borehole Imaging data<br>i) Static and dynamic image, image enhancement for structural, sedimentological study.<br>ii) Interactive and manual dip picking.<br>iii) Structural interpretation from dip and image data (Using Interactive Dip Picking) for presence of fault, fracture and other structural features and their nature, borehole breakout pattern and indicated pattern etc.<br>iv) Stratigraphic interpretation: identification of beds, bedding internal structure like cross laminations and depositional environment indicated integrating other basic log data.<br>v) Fracture analysis, aperture evaluation including fracture aperture, fracture density, fracture porosity curves and fracture dips in plots.<br>vi) Texture characterization and heterogeneity analysis. |
| 9              | PS-5              | Dynamic Formation Tester (S-4)       | Processing of Pretest data for<br>i) Identification of fluid pressure gradient, fluid contacts, mobility/permeability, flow regime, viscosity/GOR & bubble point and any other answer product relevant to acquisition mode.<br>ii) Live real-time fluid analysis product and any other answer product relevant to acquisition mode.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10             | PS-6              | Elemental Capture Spectroscopy (S-5) | Spectrolith Lithology spectra from Elemental Capture Spectroscopy from corrected clay model and dry weights. Determination of Silicon, calcium, Iron, Gadolinium, Titanium, mica feldspar composite and other minerals for accurate clay volume estimation and clay typing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

## **NOTE ON TABLE – 2 LIST OF DATA PROCESSING SERVICES**

(i) The Table-2 above describes the services for which data processing and interpretation is required. Successful bidders have to carry out processing of data acquired using tools/services against units offered by them.

(ii) Basic Log Interpretation: The service provider will be required to carry out detailed processing & Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) for the Service Codes P-Basic and PS-1(I), cost of which is to be included in the “operating cost per standard job” on standard log data, (Gamma ray - Resistivity - porosity - density - sonic log and/or other available data) for quantitative analysis of lithology/ mineralogy, effective & total porosity, permeability, fluid saturation (movable/residual) & fluid type from log data.

(iii) Bidders have to quote the processing charges for Service Codes PS-1(II), PS-1(III), PS-1(IV) as per the Price Bid Format (Proforma-B and B1). Bidders will have to process for service codes PS-1(II), PS-1(III), PS-1(IV) of data of any of OIL’s wells anywhere in the world, recorded by OIL or any other service provider.

(iv) Advanced Log Interpretation: The service provider will be required to carry out detailed processing & Interpretation of advanced logs for the Service Codes PS-2, PS-3, PS-4, PS-5 & PS-6, cost of which is to be included in the “operating cost per standard job”.

### **15.0 DELIVERABLES:**

Log data recorded have to be submitted as follows:

#### **a) Well site data submission (immediately after recording):**

i) Digital data has to be submitted in CD/DVD/USB in LIS/DLIS and LAS format. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should also be submitted in CD/DVD/USB.

ii) Paper prints of each log suite to be submitted in 1:600 & 1:240 scale, two sets in each scale.

**b) Final data submission:** Final data to be submitted within **03 (three) days** of logging operation as follows:

i) Digital data in CD/DVD in LIS/DLIS and LAS format with proper label showing well name, service run etc. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should be submitted in CD/DVD/USB.

ii) Paper prints of each log suite in 1:600 & 1:240 scale, two sets in each scale showing acquisition/calibration information & header information.

### **16.0 OTHER REQUIREMENTS FOR WIRELINE LOGGING SERVICES:**

#### **I.Data Acquisition:**

- a. Online digital data acquisition and processing.
- b. Online display of logs on a video screen and scratch log on paper for depth control/match.
- c. Choice of linear and/or logarithmic scales for log display.
- d. Logging speed and tension curves must be recorded on all logs.
- e. Down-hole tools offered by Bidder must be of recent generation. Down hole tools should have down-hole digitization, wherever applicable.

- f. Environmental correction charts for different tools must be provided.

## **II. Logging Conditions, Tools & Equipment:**

- a. Facilities for logging of deviated wells with deviation up to 45 degrees. Therefore, the logging unit must have all required accessories like flex-sub/ knuckle joints and hole finders etc.
- b. Contractor should make their own provisions for supply of compressed air required for pressure control system during “live-well cased hole operations”. OIL shall not provide compressed air for such operations.
- c. The unit must be capable of carrying out all the operations mentioned in the SOW upto a depth of 5000m in vertical/deviated wells. Both sizes of cables (mono and multiconductor) should be available simultaneously to cater to the above well depth. Spare logging cable of both sizes must be available to avoid any delay in operations.
- d. The required calibration equipment and verifiers for calibrating all the tools/ equipment mobilized against the Contract must be made available at Contractor’s Bhubaneswar base where unit is asked to mobilize throughout the Contract period.
- e. All radioactive sources, storage and handling tools/equipment must be in accordance with international safety standards and also the AERB’s guidelines on safety and security of the radioactive sources.
- f. Perforation charges, power charges, detonators, detonating cords and explosive materials to be available in the form of sizes and packing in accordance with IATA rules and standard for air freighting.
- g. Contractor must keep the necessary fishing tools/kits for carrying out fishing operations of their all-downhole tools.

## **III. Customer Instrument Service (CIS):**

- a. **Customer Instrument Service (CIS)** is for running tools and/or services of OIL and / or other Contractors utilizing Contractor’s unit or vice versa, under mutual agreement between Contractor and other Contractor/OIL duly endorsed by the Company. CIS shall be availed under operational exigency, subject to technical suitability.

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

- b. **Contractor providing Unit/ Winch/Cable System:** Contractors providing logging unit under CIS shall provide cable, winch system, rig-up equipment, well head system/pressure control equipment and operate the winch to lower the tool through his cable/system. Contractor will perform the rig-up and provide assistance in interfacing of the other Contractor’s/OIL’s equipment with their logging unit.

- c. **Contractor providing Tool(s)/Services:** Contractors providing Tool(s) / service shall arrange all the equipment/ tools/ accessories required for successful logging operation. The

Contractor must ensure compatibility with provided Logging units, arrange necessary Hardware, Crossovers, Connectors, Surface Panels and Operating Software for successful logging with such tools.

**17.0 TENTATIVE VOLUME OF SERVICES:**

For the purpose of computation of Operating charges and Data Processing charges, the estimated workload envisaged for the entire Contract period is provided line item-wise in the Price Bid Format.

The estimated workload (Period of hiring, number of jobs etc.) mentioned in the Price Bid Format is indicative and is for the purpose of bid evaluation and estimation of Contract cost only. Payment shall be made for units/tools actually hired/ mobilized subject to the number of units/ equipment/ tools awarded and work actually done.

~~~ (End of SECTION-II, Part -III) ~~~

PART-III

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

Following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise. The expressions not defined here shall have the meaning ascribed to them in Section-1: "General Conditions of Contract".

1.0 DEFINITIONS:

- 1.1 **"Company item"** means the equipment, materials and services which are to be provided by Company at the expense of Company as mentioned in the contract.
- 1.2 **"Operating Area"** means those areas in onshore India in which Company or its affiliated Company may from time to time be entitled to conduct drilling operations.
- 1.3 **"Operation Base"** means "Bhubaneswar".
- 1.4 **"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 reference and technical specifications.
- 1.5 **"Contractor's item"** means the equipment, materials and services which are to be provided by Contractor or by Company at the expenses of the Contractor, which are listed under, "Terms of reference/Technical specifications".
- 1.6 **"Commencement Date"** means the date on which mobilization is completed in all respects.
- 1.7 **"Contractor's personnel"** means the personnel to be provided by Contractor to conduct operations hereunder.
- 1.8 **"Contractor's representatives"** means such persons duly appointed by the Contractor to act on Contractor's behalf and notified in writing to the Company.
- 1.9 **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hours and ending at 06:00 hours.
- 1.10 **"Approval"** as it relates to Company, means written approval.
- 1.11 **"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.
- 1.12 **"Certificate of Completion"** means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.

- 1.13 **“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.
- 1.14 **"Wilful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the contract with knowledge that it is likely to result in any injury to any persons or loss or damage of properties.
- 1.15 **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.
- 1.16 **"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.
- 1.17 **“Spud/spudding/spudded-inofthewell”** means the initiation of drilling of the well and the very first hit on well center of the new location after alignment and after the rig preparation is complete in all respects subsequent to clearance from safety, audit and the Company representative.
- 1.18 **Effective Date of Contract:** The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.
- 1.19 **Mobilization Period:** The Mobilization of the Unit(s) and the personnel shall commence from the date of receipt of the Letter of Award (LOA) OR Mobilization notice issued by Company. The mobilization period is 90 days from the date of LOA or mobilization notice.
- 1.20 **Date of Commencement of Contract:** The date on which the mobilization is completed in all respects will be treated as date of Commencement of Contract.
- 1.21 **Duration of Contract:** The contract shall be valid for a period of 3(Three) years from the Date of Commencement of the Contract. If the contract period expires during an ongoing logging job, the contract will automatically be extended till the completion of that logging job with same terms and conditions.
- 1.22 **Interim/subsequent mobilization:** Any mobilization of tool(s) or unit which takes places after the initial mobilization, any time during the contract period. It may be the first-time mobilization of a Special service which was not mobilized during initial mobilization or it may be the case of remobilization. Mobilization period shall be **90 days** from issuance of notice in case of first-time mobilization and **60 days** time in case of remobilization.
- 1.23 **Key personnel:** Contractor's Logging engineers and Service Coordinator (deployed in Company's operational areas) will be considered as key personnel.

2.0 **MOBILIZATION:**

2.1 The Mobilization period of the Unit(s) and the personnel shall commence from the date of issue of Letter of Award (LOA)/mobilization notice issued by Company.

2.2 The Company will not take any responsibility for mobilization and demobilization of Logging unit, equipment and personnel including transit insurance of the equipment.

2.3 The Contractor's operating personnel shall be required to be mobilised at **Bhubaneswar / Cuttack, Orissa** or at Company's designated operational site.

All mobilization and demobilization charges for Contractor's personnel from Contractor's Base to **Bhubaneswar / Cuttack, Orissa** and back shall be to Contractor's account. These include but are not limited to air fares, travel expenses, accommodation charges, personal insurance etc. Company shall not be responsible for any charges in this regard whatsoever.

2.4 For all mobilizations, the succeeding day of issue of mobilization notice shall be counted as day 1 of the stipulated mobilization period. The mobilization periods for units and tools are mentioned in clauses below.

2.5 **Mobilization of Logging Unit (with Standard/Special services):**

- (a) Logging Unit with all services and crew will initially be based at **Bhubaneswar / Cuttack, Orissa**.
- (b) Contractor must mobilize their personnel, logging unit, equipment, tools, spares and all other necessary materials including explosives and radioactive materials required for carrying out the logging and other related operations within the stipulated mobilization period.

2.6 **Mobilization of Special services/Optional tools:**

- a) The Contractor shall mobilize Special/Optional services within the stipulated mobilization period as mentioned above.
- b) Some Special services may be mobilized along with the Logging unit during initial mobilization. Such Special services which need to be mobilized along with Logging Unit will be specified in the mobilization notice. For those Special Services planned for later mobilization (i.e., after initial completion of mobilization), separate mobilization notice will be given.
- c) The related processing/interpretation service for data acquired by those tools must also be made available at the processing center within that period.
- d) Mobilization of Special tool(s)/optional tool(s) shall be for a period of not less than one month with a maximum till the contract is valid. In case the contract is terminated before one month from the mobilization date of any of the tools mentioned above, the hiring period will be restricted to the date till the Contract is valid.
- e) OIL expects to mobilize/demobilize each special service up to 4 times on an average as per requirement. However, in case of exigency, mobilization/ demobilization can be availed beyond 4 times.

2.7 **Mobilization of explosives, spares & consumables:** The Contractor shall begin the work with sufficient spares, consumables and explosives for a minimum 6 months period in accordance to the workload mentioned in the Contract and shall continuously replenish the same periodically to ensure uninterrupted services throughout the contract period.

2.8 **Readiness of Data Processing Service:** Centre for Data processing services for processing of data acquired by Contractor's unit or third-party data as specified in scope of work must be ready within the mobilization period of corresponding unit. At the time of mobilization, Contractor shall make a declaration of preparedness of such center to take up required job and submit details of the facility/capability of the data processing center, its location, BioData of the processing/interpretation personnel showing required experience and proof of employment of the processing/interpretation personnel with the contractor.

2.9 **Completion of mobilization (Unit/ Standard Tools/ Special Tools/ Optional Tools):**

Subsequent to mobilization, the Company shall inspect the Contractor's equipment within 5 (five) days of receipt of the Contractor's Notice of Readiness for Inspection, both for initial and interim mobilization.

Mobilization (initial/interim/remobilization) shall be treated as complete only when:

- a) The logging unit/equipment/tools and all other necessary materials including explosives and radioactive materials required for carrying out the logging mentioned in the mobilization notice arrive at the place as advised by the Company and the Contractor is ready to commence work,
- b) The units/tools/equipment are inspected and verified by the Company representative,
- c) All required personnel arrive at the place as advised by the Company and their requisite experience/qualification verified by the Company.
The related Data Processing Services are ready.

Upon the successful inspection of tools and logging unit, a joint inspection report shall be signed by the Company and Contractor representative. The date of certification of by the Company shall be considered for all purposes as the date of completion of mobilization.

NOTE:

For Logging Unit: In case any Special service(s) are also requested in mobilization notice for mobilization along with Logging unit with Standard tools, then mobilization shall be treated as complete only if all the standard and requested special services are mobilized and inspected. However, in case of operational exigency OIL reserves the right to exercise the option of accepting partial mobilization (i.e., without one or more requested special service(s) but provided all standard services/equipment are mobilized) but without waiver of applicable LD/penalty.

2.10 **Default in mobilization:**

Non mobilization of the Units/services/ standard tools/ special tools/ optional tools including interim mobilization of tools/services within the stipulated time shall attract the Liquidated Damage as per Clause 3.0 of this section.

3.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILIZATION:

3.1 Default in timely mobilization of Logging units/Standard tools (including interim mobilizations of logging unit):

Time is of the essence in this contract. In the event of the Contractor's default in timely mobilization (including interim mobilization) of Logging Units with Standard tools and Special services (as listed in the mobilization notice, if any) with personnel for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of contract value including rentals, operating charges, mobilization charges etc. per week or part thereof of delay subject to maximum of 7.5% of the contract value.

3.2 Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period and till the date of completion of mobilization as defined under Clause 2.9 of this section.

3.3 In case of acceptance of partial mobilization (as mentioned in note of clause 2.9 above), above LD will continue to be applicable until all the requested special service(s) in the mobilization notice are mobilized.

3.4 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

4.0 VINTAGE OF EQUIPMENT, UNITS & TOOLS:

- a) All the unit must be State of the Art (latest version of Full Maxis 500, LOGIQ, ECLIPS or vendors latest acquisition system) capable of running all the tools and services under the Contract. Down-hole tools must be of current/latest technology. Down hole tools should have down-hole digitization, wherever applicable.
- b) Units/tools/equipment deployed / to be deployed can be replaced by their latest upgrade / new version at the same rates, terms and conditions of the Contract after approval of OIL to that effect subject to the condition that they meet or exceed the Contract specifications and performances.
- c) At the time of mobilization, the Contractor shall submit a list of offered Logging truck and Downhole Logging Tools (excluding accessories) with documentary proof of the year of manufacturing.
- d) Refurbished tools or equipment shall not be deployed against the Contract.
- e) The Bidder has to provide vehicle fitness certificate for logging unit(s) at the time of mobilization. During the period of Contract, the fitness certificate has to be renewed as per periodicity specified in the prevailing rules of Motor Vehicle Act/CMVR.
- f) All Tools, Equipment and Units required for the services should be of latest version and should not be more than **10 years** old as on the original bid closing date, as mentioned in Scope of Work.

5.0 **PROVISION FOR BACK-UP TOOLS & EQUIPMENT:** The Contractor may choose to keep extra tools/equipment as back-up in order to provide uninterrupted service. The back-up tool(s) used for replacing the regular tool(s) should be same as the tool being replaced or should

be of newer/higher version. In case of failure/loss/damage of the regular tool, the back-up tool can replace the regular tool and will be considered as deployed tool until the regular tool is put back in operation. Such tool(s) need to be inspected for acceptance by the Company before deployment for any job. However, OIL will not pay any charges for such back-up tools.

6.0 **ASSOCIATION OF COMPANY'S PERSONNEL (Company's site representative):**

- 6.1 The Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes in the scope of Work (taking operational decisions but not any addition/deletion in the SOW of the tender) to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor's personnel; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.
- 6.2 The Contractor's representative shall have all power requisite for performance of the Work. He/she shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.
- 6.3 There shall be free access to all the equipment of the Contractor during operations and idle time by Company's representatives for the purpose of observing / inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the Contract.

7.0 CONTRACTOR'S PERSONNEL:

- a) The Contractor has to provide list of logging engineer(s) and crew attached with the logging unit before deployment of the personnel. Contractor shall provide at all times, well experienced and qualified personnel for carrying out the services having adequate experience in the services listed in the SOW.
- b) The logging engineer(s) and crew for each unit are to be based at **Bhubaneswar / Cuttack, Orissa**.
- c) The Contractor shall maintain sufficient number of crew to carry out operations in an efficient manner and also to take up back-to-back logging operations.
- d) The Contractor's representative shall have all power requisite for performance of the Work. He/she shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.
- e) Contractor shall deploy a Service Coordinator who shall be contractor's principal representative at its operating base in **Bhubaneswar / Cuttack, Orissa**. The Service Coordinator shall be based in **Bhubaneswar / Cuttack, Orissa** and shall meet Company Personnel regularly to discuss current operations. It shall be the responsibility of Service Coordinator to plan and ensure that logging operations are performed uninterrupted during the contract period, ensure that the Contractor complies with all requirements under the contract, monitor job performance, maintain a smooth communication interface, ensure timely preparation of invoicing complete with signed supporting documentation etc. The Service coordinator shall have minimum five (05) years of experience in providing wireline logging services including perforation operations. He/she shall be technically sound and shall monitor operations and service performance.

- f) The Contractor may keep additional Logging Engineer(s)/crew/supporting staff at their own cost to effectively carry out the job.

g) **Experience of Contractors personnel:**

- (i) The personnel provided for carrying out wireline logging, perforation and other associated operations under the Contract must be competent and qualified.
 - (ii) Experience of Logging Engineer: The Logging Engineers deployed should have at least three (03) years of relevant experience of carrying out wireline logging and perforation and related services as specified in SOW. Deployed logging engineers must be able to handle independent assignments and must have logged at least 10 wells in an independent capacity in earlier assignments on the bid closing date.
 - (iii) Experience of Data processing personnel: The Data Processing Geoscientists / Engineers must have minimum 4 (four) years' experience in processing and interpretation of wireline log data, as mentioned in SOW.
- h) Bio-data of the Logging Engineer, Data processing personnel and the Crew personnel must be submitted to OIL at the time of bidding as well as before mobilization as per **Annexure-E**. It also applies to the additional personnel which the Contractor may decide to keep in the operational areas. The personnel should have fulfilled the requisite experience as on or before the original bid closing date.

Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completeness of mobilisation of the Contractor for start of operations.

i) **Replacement of Contractor Personnel:**

- (i) Contractors must not change their key personnel (Logging Engr/ Service coordinator) deployed during mobilization for the entire period of the Contract except due to sickness/death/resignation or any other justified situation in which case the replaced person should have the requisite experience and qualification, which will be again subject to prior approval, by the Company.
- (ii) For replacement of key personnel (Logging engineer(s)/ Service coordinator) in above cases, the Contractor shall submit the bio-data of the new personnel (as per **Annexure E**) for approval by Company prior to deployment. The replacement personnel should fulfill the requisite experience and qualification criteria on the date of application for replacement.
- (iii) Company shall have the right to inquire Contractor to remove from work and/or replace any Contractor personnel who in the opinion of the Company has been negligent in the performance of the duties and responsibilities resulting in loss to company, and/or violates Company's HSE policy, and/or misconducts in a manner considered undesirable and/or performance is found to be poor. In such event, The Contractor shall forthwith remove such persons from work and replace with qualified and experience personnel at sole expense of the Contractor.

8.0 **OBLIGATIONS OF CONTRACTOR:**

8.1 The Contractor shall not charge Company for Construction of base at **Bhubaneswar / Cuttack, Orissa.**

8.2 The Contractor is required to provide uninterrupted services of all the mobilized services and to provide the logging services round the clock as and when required by the Company.

8.3 The Contractor shall arrange for transportation of their equipment/tools/ spares/consumables from Contractor's yard/site to Company's site and back at the end of the work at their own expenses.

8.4 Subject to **Clause 10 (LIH)** of this Section, the Contractor shall bear all expenses on account of repair/replacement of all their equipment etc. consequent upon any damage/loss/non-performance during the course of operation.

8.5 The Contractor shall be responsible to comply with laws and regulations of Government of India and other statutory bodies in India in respect of use of wireless sets, maps, charts, entry regulations, security restrictions, foreign exchange, work permits, customs & handling of explosives etc.

8.6 The contractor should furnish all the details of tools and equipment as required in Proforma-A1 and Proforma-A2.

8.7 **Compliance to Explosive rules:**

a) The Contractor will obtain necessary import license for explosives and have to make their own arrangement for storage of explosives after obtaining all necessary permissions. Import/export and transportation of explosives shall be Contractor's responsibility. The Contractor shall comply with the requirements as per Explosives Act 1884, the Explosives Substance Act 1908 and the Explosives Rule 2008 or later and also the directive given by the Chief Controller of Explosives, Nagpur, India, from time to time.

b) The Contractors have to make their own arrangement for storage of explosives obtaining all necessary permissions etc. under Explosives Act 1884, the Explosives Substance Act 1908 and the Explosives Rule 2008 or later and also the directive given by the Chief Controller of Explosives, Nagpur, India, from time to time.

c) Any damaged or un-used explosives at the end of the contract period shall be re-exported/liquidated at Contractor's own cost.

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

8.9 **Health, Safety & Environment:** Contractor shall submit the safety manual and operating procedure manual well in advance to the Company for review and comments, if any. Contractor shall have to strictly follow all the HSE rules and regulations and follow safety rules practiced in

a well-site and provide safety gears to their personnel. Logging Units must be fitted with safety equipment as per international practice. Contractor also needs to submit their Corporate HSE policy, highlighting the salient features to be followed in the well-sites. Safety gears viz. Shoes, Helmets, etc. must be replaced as per requirements. Contractor to refer Appendix-A for detailed HSE Compliance.

8.10 Food, Accommodation, Transportation & Medical Services: The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-Contractor, if any, including but not limited to their insurance, housing, medical services, messing, 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 charge to the Company.

8.11 The Contractor shall make his own arrangements for an operating base and maintain required facilities at **Bhubaneswar / Cuttack, Orissa** so as to ensure carrying out of Operations in timely and smooth manner in the Area of Operations and to facilitate periodical inspection. Contractor shall also maintain the required spare parts, tools and other consumables in order to keep the Unit, Equipment & Tools in working condition throughout the Contract period. Contractor shall not charge any amount for creating any base (including new base) in India, to provide the services to the Company.

8.12 Notice for Job operation at wellsite will be given before 48 hours of Job Readiness.

9.0 COMPANY'S OBLIGATIONS:

9.1 The Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and its subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However, the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents.

9.2 The Company shall organise all possible help from local government/ administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel etc. as well as all security for Contractor's personnel & equipment/ materials will be the responsibility of Contractor. However, the company will ensure security and safety of bidder's equipment's & personnel at well site during operation/standby time.

9.3 Company shall provide normal facilities at/around well-site at its cost to Contractor including but not limited to:

- a) Water, Electric Power;
- b) Crane/ forklift/Bulldozer usage, if required;
- c) Radio/telephone communication facilities between well-site and Contractor's base.

However, in case of emergency, Company may provide available medical assistance/ facilities to Contractor personnel at well site.

9.4 In case Contractor's equipment and/or personnel are unable to get to well-site due to poor roads, bridges, culverts etc., Company shall help in transportation of Contractor's equipment and / or personnel to and from well site at its cost.

9.5 The Company shall provide Contractor with sufficient right of ingress to, egress from location/site/areas of operations required for the performance by Contractor of all works contemplated by this Contract.

10.0 LOSS OR DAMAGE TO CONTRACTOR'S EQUIPMENT OWING TO ADVERSE HOLE CONDITIONS:

10.1 Equipment stuck in hole and fishing operations: In the event any of the Contractor's equipment is stuck in the hole, the Contractor shall not release the cable head weak point without order by Company representative. If the stuck equipment could not be released as per normal procedure and Company decides to fish for the stuck equipment, then company shall assume entire responsibility for such operation. However, Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than assist/advise and consult with Company in connection with such "fishing" operations. However, it shall be the responsibility of the Contractor to provide fishing equipment required for the fishing operation. Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice or assistance rendered to Company by Contractor's agents or employees irrespective of cause.

NB: In case of Cable guided fishing operation where Contractor's equipment and manpower is also involved in the operation, the Company shall not assume responsibility for failure which is attributable to Contractor's equipment or to Contractor's part of the operation.

10.2 Lost In Hole due to Contractor's fault or equipment failure:

- a) During tool stuck situation, if Contractor personnel release weak point of the stuck tool without consent from Company representative or wire line breaks due to reason(s) attributable to the Contractor, no reimbursement for tool lost in hole shall be applicable.
- b) Contractor shall not be reimbursed for tools lost or damaged in the well due to failure of Contractor's winch while in logging operation, if the tools could not be retrieved after reasonable attempts.

10.3 Reimbursement for loss of Sub-Surface equipment:

Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence or Willful Misconduct on the part of Contractor, for loss or damage to the Contractor's or sub contractor's sub-surface equipment and the downhole property of Contractors or Sub-contractors in the hole below the rotary table, subject to conditions prescribed herein below. Company shall at its option either reimburse the Contractor for the value of lost or damaged equipment/tools as declared in the import invoices at the time of mobilization (or subsequent replacement/addition) of the same equipment/ tools or CIF value as reflected in Price Bid Format hereto whichever is lower (Plus customs duty paid by the contractor for the equipment tool lost/ damaged, provided that the said custom duty was not borne by the Company and contractor produces the documentary evidence towards payment of customs duty.) for any

such loss or damage, less depreciation @3% per month from the date of commencement of this contract or interim mobilization of the lost equipment/tool whichever is later with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by Company only after Contractor undertakes in prescribed format that the particular equipment/tools in question is not covered by Contractor's insurance policies. For any such loss/damage, the contractor must notify the Company in writing within one month from the date of the lost tool and claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier. The inspection of recovered tools/ equipment, if recovered from downhole, needs to be made by the Company Representative before submission of the invoice by contractor. OIL shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time.

Note: GST on LIH tools, if applicable, shall be on OIL's account.

10.4 Mobilization of replacement tools against Lost in Hole (LIH) tools:

In the event tool is LIH or tool damaged beyond repair after fishing operation, the Contractor shall mobilize replacement tool within **90 days** from the day the tool is declared lost in hole or damaged beyond repair. In case of delay in mobilization of replacement tool(s), such critical services shall be deemed as unavailable to Company and recovery as per Table 4 of SCC clause 11.3(f) shall be applicable immediately upon expiry of mobilization period (it is to be noted that no additional 14 days shall be allowed on top of 90 days).

However, for special tools, OIL may defer mobilization of replacement tools if the same are not immediately required by the company.

For replacement due to loss/damage of tools to sub-surface equipment Company shall pay the customs duty, if applicable or issue Recommendatory Letter for availing zero customs duty.

11.0 PENALTIES APPLICABLE FOR MALFUNCTION, NON-PERFORMANCE AND NON-AVAILABILITY OF SERVICE(S)

11.1 Temporary suspension due to Contractor's default and non-performance:

- a) Company shall have the right to temporarily put the contract under suspension in case any quantum deficiency or repeated non-performance issues are observed during contract execution. The Company shall serve written notice asking for remedy of breach within a specified time frame. If the Contractor fails to provide a solution to satisfaction of Company, the Company shall be entitled to suspend Contractor's work. No rental shall be payable during the suspension period.
- b) Resumption order shall be subject to the consideration of corrective action for breach of contract conditions and as per the terms specified in the suspension notice.
- c) The contractor shall not be entitled for any compensation for any cost incurred or losses arising in lieu of suspension of contract.
- d) In case of repetitive occurrence of non-performance or default by the contractor, action shall be taken as per clause no. 44.5 of General Conditions of Contract (GCC).

11.2 Logging Unit unavailability/failure:

a) In the event logging unit becomes unavailable for use by the Company, rental for all services (i.e., all standard, special and optional tools attached to that logging unit) along with the Unit will be put under zero rental charge with effect from the last date of successful logging operation with that unit till the unit is made available for use. In case, if the last successful logging operation using that particular logging unit is more than one month ago, then recovery of rental charges for past period shall be restricted to a maximum one (1) month.

However, in the event of wire-line cable failure/ other cable issues, all services which are rendered unusable/affected shall go under zero-rental from the date of last successful logging operation with that cable up to a maximum of one month.

11.3 Service unavailability/Logging equipment failure:

a) Contractor Equipment mobilized along with sufficient spares and consumables is expected to be adequate for the performance of work without delays caused due to tool or equipment failure during the contact period.

b) During logging operation, if any tool fails for reasons solely attributable to contractor and cannot be repaired at well site or base within 24 hours, resulting in Contractor's failure to provide the requisite services, then the tool shall be under zero rental charges with effect from last date of successful logging operation. In case the last successful logging using that particular tool is more than one month ago, then recovery of rental charges for past period shall be restricted to a maximum one (1) month period prior to the date on which failure of the tool is noticed.

c) During logging operation, if any tool fails after it has recorded a log section, then the failed tools will be under zero rental starting from this day in which it failed at well-site.

In such cases, if the partial recorded log is accepted by the Company and it is decided that no second attempt will be made to record log in the nonrecorded interval, then operating charge will be payable for the partially recorded job with the flat charge component pro-rated to the job units actually acquired in respect to the estimated job units mentioned in Price Proforma. If second attempt is made to record the remaining log by rectifying/ replacing the faulty tool(s) and is successful in recording the complete interval, then no operating charge shall be payable for the previous partially recorded log run and the successful logging run shall be payable in full.

d) Rental of above malfunctioned tools shall be payable from the day successful operation is carried out with the repaired tool. In case of absence of wells to take up operations with the repaired tool, validation of tool function check shall be done on the basis of surface check for resumption of rental. However, if the tool malfunctions in subsequent job, then the rental charges paid in the interim period shall be recovered by OIL.

e) If during logging operation, some tools malfunction while other tools in the tool string are operating normally and Company decides to continue the logging operation, then pro-rated operating charges per UOM will be payable for the tools / service which have operated successfully. No operating charge shall be payable for malfunctioned tools.

f) The contractor must ensure that tools which are out of service (e.g., malfunctioned tools, idling of tools due to lack of spares/ consumables) are made available within a period of **14 days** from the date it became out of service. If the Contractor fails to make the service(s) available within the

above stipulated period, charges shall be recovered from the Contractor (in addition to non-payment of rental of the unavailable services) as per the schedule mentioned in the following table until the tool(s) is made available to the Company:

TABLE 4: SCHEDULE OF DEDUCTIBLES

| No. of unavailable tools/services | Percentage of the monthly contract value which will be recovered from the Contractor for per month of unavailability. |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 1 | 2% |
| 2 | 4% |
| 3 | 6% |
| 4 | 8% |
| 5 | 10% |
| 6 | 12% |
| 7 and more | 14% |
| Note: Above recovery shall be pro-rated to number of days. | |

However, in case of fished out tools which are repairable, a repair period of **60 days** from the day of tool recovery at surface shall be allowed beyond which the above penalty shall be applicable.

g) If the Contractor choses to provide replacement tool for malfunctioning tool, then it should be of same or higher specifications and version as the existing tool. Additional Contractor equipment/tool mobilized as contingency in case of failure of Contractor main equipment/tool shall not be chargeable to Company.

h) Frequent failure of tools: If services are affected due to frequent failure of the tool(s) for reasons attributable to Contractor, which are declared as rectified by the Contractor but fails subsequently, then the Company shall notify the Contractor to replace such unreliable tool(s). The Contractor must replace the unreliable tool(s) within **35 days** of such intimation. If not replaced within the above-mentioned period, additional deductions as per Table-4 in Clause 11.3(f) above shall apply.

11.4 Loss of rig time on account of Contractor:

a) In case of loss of rig time on Contractor's account for not providing logging services for reasons solely attributable to Contractor, the Contractor will make good the Company against such loss of rig time **@ USD 600.00** per hour for Drilling rig and **@ USD 250.00 per hour** for Workover rig. Such recovery shall however be limited to a maximum of 6 hours.

For the sake of calculation of rig time loss due to delay, scheduled well readiness mentioned in the rig DPR or Job Indent, whichever is later, shall be taken as reference for reaching wellsite.

b) Rig loss time on account of the following shall be attributable to Company's account and shall be excluded from computation of time for aforesaid recovery:

i) Waiting for Company's instructions/ weather conditions/ HSE hazards/ due to day break as per Company's requirement.

ii) Round trip due to deterioration of well condition resulting in held ups or tool stoppage or actual time spent in negotiating tool stoppage and hold up while running in or pulling out due to bad borehole conditions.

iii) Standby time due to radio silence during perforating operations.

11.5 Removal of tools from base or designated OIL's campsite:

a) Removal of Logging tool(s) by Contractor: Contractor is not allowed to remove Logging tools from its base unless replacement tool of same or higher version is provided and inspected.

If the Company at any point of time discovers that the Contractor has removed tool(s) without any prior information, no rental will be payable for such tool(s) from date of last logging operation or inspection whichever is later restricted to maximum of three (03) months until the tool is made available for use.

In emergent or unavoidable cases, OIL may consider removal of tools without provision of replacement tool. In such cases, for tool(s) removed with OIL's consent, rental shall be not payable until the tool is made available for use however there will be no back dated recovery of rental charges.

In all cases, tool removal shall be treated as unavailable service and penalty shall be recovered as follows:

(i) In case of tool removal with prior information to OIL, penalty charges shall be recovered from the Contractor for the unavailable service(s) as per schedule mentioned in Table 4 in Clause 11.3(f) of this section if the tool is not made available for use within 14 days from the day of removal.

(ii) For removal without prior information, above penalty charges shall be applicable with immediate effect from the date of such discovery.

b) Removal of Logging unit by Contractor: Contractor is not allowed to remove Logging unit from its base or campsite (for far away location) unless a replacement Logging unit is provided and inspected.

If Logging Unit is found to be unavailable, then rental for all the tools/equipment along with the Unit will be under zero rental charges from date of last logging operation. However, recovery of rental for past period shall be restricted to maximum of three (03) months.

11.6 Recovery on account of delay in submission of Processed data:

For delay in submission of processed data within defined time period, 1% of Operating Charges for each day of delay for each tool shall be deducted from invoices, up to a maximum of 50% of operating charge, till the same is provided and accepted by OIL.

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

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

14.0 POLLUTION OR CONTAMINATION:

14.1 The Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/ operations unless such pollution or contamination is caused by Contractor's wilful misconduct or gross negligence.

14.2 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its Sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and 'Attorneys fees) for:

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

14.3 Contractor undertakes that substances or rubbish in any form originating from Contractor's equipment shall not be dumped or discharged at, or around the well location. However, in the event of such dumping or discharge by Contractor, Contractor shall immediately assume all

responsibility at their cost for the removal of items, substances or rubbish so dumped or discharged and for any resulting pollution or contamination in any form, in the well location and the surrounding area.

15.0 LIABILITY FOR THE WELL:

Notwithstanding anything else contained herein to the contrary, in accepting an order to perform any services and / or to furnish any Equipment, the Contractor does so with the understanding that they do not guarantee results. Further 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 sub-surface damage; and/or
- (ii) blowout, fire, explosion or any other uncontrolled well condition; and/or (iii) damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or
- (iii) 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 irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its co-lessees, 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 judgements 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, except only to the extent of any Gross Negligence on the part of Contractor, its Sub-Contractor, their employees or equipment and tools, including costs incurred by Company in this respect.

16.0 CUSTOMS DUTY:

16.1 The Company/Operator will issue Essentiality Certificate for import of Goods in terms of Custom Notification No. 50/2017-Customs dated 30th June-2017, further amended vide customs Notification No. 02/2022-Customs dated 1st February, 2022, S. No. 404 of Table, List 33 and Condition No. 48 and notification no. 08/2022 dated 13.07.2022 on submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL atleast three (03) weeks before the shipment date. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor.

16.2 Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTGST) on submission of EC in terms of GST Notification no. 08/2022 dated 13.07.2022.

16.3 Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the

requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022 Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

16.4 Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in Table 33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit thereof must be passed on to OIL.

16.5 The bidder while quoting would also need to consider the duty drawback available to them upon re-export of the equipment (if any) and the input tax credit available to them on the IGST paid by them.

16.6 Bidders should submit alongwith their Price Bids (not with Technical Bid two separate lists viz. Proforma-A1 covering the items required to be imported by them for execution of the contract against which Customs Duty benefit is available as per Notification No. 02/2022-Customs dated 01.02.2022 and Proforma-A2 covering the items for import against which Customs Duty benefit is not applicable as per Notification No. 02/2022-Customs dated 01.02.2022. The applicable rate of customs duty as per tariff notified by Govt. as on the bid submission must be highlighted against each item of Proforma-A2, so that the subsequent variation (increase or decrease) in customs duty, if any, shall be recovered or reimbursed by OIL as the case may be against documentary evidence. At the time of demobilization, the contractor shall have to submit an undertaking declaring that, they have passed on the benefits availed by them due to subsequent exemption/decrease in Customs Duty to OIL.

16.7 The required certificate/undertaking for availing concessional duty will be issued by OIL on the contractor's request 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 required certificate/undertaking 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.

16.8 The contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on OIL shall be borne by the Contractor including the element of interest on OIL's fund blocked under such circumstances. OIL shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.

16.9 Contractor shall be responsible to import the equipment/tools 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.

16.10 The equipment/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by OIL shall not be used/deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by OIL and in the event of equipment/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs Department and other authorities for violation of the customs rules and regulations and other allied rules.

Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments.

However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable. All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

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

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

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

16.14 The Company/Operator will issue Essentiality Certificate for import of Goods against submission of clear, legible and valid documents (including detailed invoice, technical justification, undertaking and affidavit, EC statement etc.) by the contractor to OIL at least three (03) weeks before the shipment date. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities due to any discrepancy in the documents submitted by the contractor.

17.0 EQUIPMENT AVAILABLE IN INDIA:

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

18.0 DE-HIRING OF TOOLS AND UNIT:

18.1 DE-HIRING FOR UNSATISFACTORY PERFORMANCE: If the services of any tool or equipment mobilized is found to be unsatisfactory (not meeting the technical specification/requirements as per the Contract), the same shall be de-hired by giving a prior notice

of 15 days in case the Contractor fails to remedy the defect in tool / equipment within 30 days of Company reporting, its dissatisfaction on its performance/capacity. No de-mobilization charges shall be payable by Company for such de-hiring.

18.2 DE-HIRING DUE TO NON- REQUIREMENT: During the contract period, if Company feels that the services of any Special Tools and optional tools (as listed in Table -1 & Table- 3) are not required any more seeing the applicability Special tools/services, Company may de-hire such tool or equipment by giving notice to de-hire in one month advance.

19.0 DEMOBILIZATION & RE-EXPORT:

19.1 The Contractor shall arrange for and execute demobilization of the entire Logging Units, Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include Logging Units, tools, its accessories/equipment, including the manpower and re-export/block transfer of the complete Logging Unit (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company.

19.2 Immediately after re-exporting/block transferring the Logging units, tools, accessories, and the unused spares and consumables, Contractor shall submit the detail re-export/block transfer documents to Company as documentary proof of re-export/block transfer of all the aforementioned items. In case of failure to re-export/block transfer any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in reexport/block transfer from Contractor's final settlement of bills and Performance Security.

19.3 In the event all or part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.

19.4 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of nonobservance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

19.5 In the event all/ part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or

sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

19.6 All charges connected with demobilization including transportation, insurance, fees, taxes and duties from the site to the place of origin of the equipment/ tools/ services/personnel including charges involved in Customs formalities for re-exporting to outside India will be to Contractor's account.

20.0 PAYMENT FOR DEMOBILIZATION: Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents upto the last completed financial year, from the Contractor:

- a) Audited account up to the last completed financial year before the 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 for the above period.

Contractor to also submit the following documents along with the demobilization invoice:

- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period), payment of duty drawback benefit availed by the contractor to OIL and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.
- f) Undertaking by the Contractor certifying that he shall submit all documents as mentioned in points (a), (b) & (c) above for the financial year in which the contract has been completed, within 30 days of the completion of the tax audit.
- g) 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.

21.0 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.

22.0 LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence,

22.1 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.

22.2 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.

22.3 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 22.2 above.

23.0 The following insurance provisions shall be applicable against this tender in lieu of the ones under General Conditions of Contract:

23.1 Contractor shall also inform the Company at least 30 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

23.2 Additional Assured: "Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability insurance).

23.3 Waiver of subrogation: Except for the workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where OIL is neither required to be present as principal Assured or additional Assured, 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 to the extent of the indemnities undertaken by the Contractor under this contract".

23.4 Clause no. 14.12 and 14.13 of GCC are not applicable against this tender/contract.

24.0NOTICES:

24.1Any 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,
Bhubaneswar

Contractor

24.2A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25.0 CHANGES:

25.1During 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.

25.2 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.

~~~ (End of SECTION-III, Part -III) ~~~



### **PART-III**

#### **SECTION -IV**

#### **SCHEDULE OF RATES**

The bidder shall quote their rates for services in their price bid as per the format vide Proforma-B and B1 and these shall be guided by following Schedule. Payment shall be made for the actual work done and all “DAY RATE” charges shall be payable after prorating to nearest hour.

##### **1.0 LIMITS ON CHARGES:**

**1.1 Mobilization charges of the Unit and tools shall not exceed their respective one month's rental charge.**

**1.2 Demobilization charge cannot be more than mobilization charges.**

**1.3 Monthly rental charges (Standard, Special and Optional) should not be more than 5% of the CIF Value.**

**1.4 Operating charge of any equipment/service (including processing charges wherever applicable) should be between 50% and 100% of its monthly rental charge. This limit however does not apply for the following services:**

- A-14: Through Tubing Perforation
- A-16: Explosive Pipe Cutter
- A-17: Severing/Colliding Tool
- A-18: Puncture Services
- A-12: String shots
- A-13A/B: Setting jobs

**1.5 Operating charge of **Depth Determination** (A-15) service shall not be more than the lowest Operating charge of services A-1 to A-18 in the Standard services category.**

**1.6 CIS charges shall not be more than 300% of Depth Determination (A-15) service.**

**1.7 Quoted mobilization charges should not be more than 7.5% of the Total Contract Value and if quoted in excess the balance amount will be released at the end of the contract.**

**1.8 The total evaluated rental charges of the Unit including crew plus Standard and Special Tools should not exceed 50% of the total estimated contract value.**

**1.9 Rental charges of logging Unit per month should not exceed 45% of the monthly rental of logging Unit and Standard and Special Tools.**

##### **2.0 MOBILIZATION CHARGES (Price Bid Format):**

**2.1 Mobilization charge shall include all cost of mobilization of Standard Equipment/ Tools/ Services, Special Equipment/Tools/services (Table-1 in Part III Section-II), viz., Units, personnel, equipment, tools, spares, consumables, accessories to any designated base camp near to fields/block and shall include transportation, all foreign and local costs including port fees, port**

rent, any other customs clearance charges, inland transportation to Company's site, transit insurance, taxes and any other charges but excluding customs duty.

**2.2** Mobilization charges will be payable after the Date of Commencement of Contract as certified by the Company.

**2.3** Interim Mobilization charge of Special services will be payable only when the equipment arrives at base camp where the Unit is mobilized and is certified by the Company's representative to be in readiness to undertake the operation/ services. Such charges are payable each time contractor mobilizes above category tool(s)/services on Company's request.

**2.4** Mobilization charges for all the Units/Tools/Equipment/Services will be paid as per Price Bid Format.

### **3.0 DEMOBILIZATION CHARGES (Price Bid Format):**

**3.1** Demobilization charges for Standard services and Special services (Table-1 in Part III Section-II) will be payable when the assignment of works under this contract is concluded to the satisfaction of Company and completion of re-export/Block transfer of all the re-exportable items/equipment/tools.

**3.2** Demobilization charges shall include all charges towards demobilization of all tools and equipment related to Standard services, Special services (Table-1 in Part III Section-II) & personnel from Company's site applicable from the date of issue of demobilization notice by Company to the Contractor till completion of re-export/Block transfer of all the re-exportable items.

**3.3** No Demobilization charges shall be payable for tools lost in hole.

**3.4** No charge whatsoever will be payable from the effective date of notice to demobilize.

### **4.0 MONTHLY FIXED (RENTAL) CHARGE (Price Bid Format):**

**4.1** Payment of monthly rental charges shall commence from the date the logging unit/tools/equipment etc. are inspected and certified for readiness of operation by Company representative after their arrival in designated base camp up to the date of demobilization/expiry of contract or till the date of de-hiring of any tools/ equipment/services.

**4.2** In the event the unit/tool(s) are put into use in its first job after mobilization and it fails to provide the desired satisfactory service as required under the terms of the contract, then payment of rental charges of the failed unit/tool(s) shall only start when the unit/tool(s) are rectified and gives satisfactory performance in the second job. Any rental already paid for that unit/tool(s) shall be recovered for up to a maximum of 1 month. Rentals shall be applicable from the time tool is repaired and inspected after failure in first job. The same shall be recovered in case failure on second job.

Under such situation, the mobilization charges of the failed unit/tool(s) shall not be paid till the unit/tool performs satisfactorily. In case the mobilization charges already paid, the same shall be recovered from the contractor and it will be paid to them only after satisfactory performance. However, for LD purpose, the original expiry date of the stipulated mobilization period shall be considered.

**4.3** Rental charges shall be payable by Company for transit period between one Company's base to another. However rental charges shall not be payable after expiry of the stipulated mobilization period in case of delay in completion of Base shifting or Transportation of tool(s) between bases.

**4.4** Monthly charges for Special tools, which may be mobilized for a specific period as per Company's requirements, would be applicable from the date it arrives at Base and is certified by the Company's representative to be in readiness to undertake the operation/services, upto the date of expiry of mobilization period/expiry of contract.

**5.0 OPERATING CHARGES (Price Bid Format):**

Operating charges means total charges payable per successful logging job which includes Rate per job unit, Depth charge and Flat charge. The quoted operating charge should be inclusive of processing charges wherever applicable.

**Rate per job unit:** This is the survey charge/job charge payable per job unit (e.g., per sample, per meter, per cut etc.).

**Depth Charge:** This charge is payable for lowering the tool in the well and is payable per meter against the bottom most depth up to which the tool has been lowered.

**Flat charge:** This charge is payable per instance of availing a service and is a fixed amount irrespective of the amount of job units in that particular run.

**6.0 MILEAGE CHARGE (TR-6 in Price Bid Format):**

**6.1** Mileage charge is the per trip transportation charge for transportation of Logging Unit along with Crew/Equipment and shall be applicable for each round trip to well site from Contractor's base.

**6.2** For evaluation purpose, transportation charge for an average 120km (including both ways) in each wellsite trip will be considered. However, payments will be made at actual kilometer travelled.

**i) STANDBY CHARGE (TR-7 in Price Bid Format):**

Standby charges on hourly basis shall be applicable for crew/engineer waiting at well-site due to non-readiness of the well for carrying out operations beyond 6 hours after the expected time of well handover.

**ii) CABLE SPILICING (TR-5 in Price Bid Format):**

During initial mobilization, the Contractor must mobilize one additional OH cable drum (meeting tender specifications) to be kept as spare at all times for immediate replacement of logging unit's cable in case of cable loss/damage in fishing operations.

After fishing operation, Contractor shall make their logging unit ready for job immediately using the spare cable drum without delay. The contractor must at the same time arrange for splicing of the fished cable and make ready a standby reel for future requirement within 1 month beyond which penalty shall be applicable as per SCC clause 11.0.

The Company shall pay one Cable splicing charge in case of such cable loss or damage resulting due to fishing operations. However, cable splicing charge shall be paid only after the Contractor

has mobilized the new cable drum (to be kept now as standby drum at base) and the same has been inspected by OIL.

**iii) CANCELLED OPERATIONS (TR-8 in Price Bid Format):**

No charges for cancelled operations are payable if a job is cancelled after crew and equipment has been mobilized to wellsite but before any tool is lowered into the well. Only Mileage charges shall be applicable in such cases.

**iv) INCOMPLETE OPERATIONS:**

a) If any tool lowered in the well cannot descent to required depth due to bad well condition or for other reasons except tool or equipment failure, the operation shall constitute incomplete operation. For incomplete operations, Depth Determination charge shall be payable.

b) In case partial log has been recorded prior to cancellation of the operation and the logging data is acceptable to Company, then operating charge shall be payable instead of DD charge for the survey. However, if Company decides to lower the same service to acquire the remaining log after well clearance in the same rig-up/next rig up (different run) in the same well then one operating charge shall be payable in addition to DD charge for incomplete run(s).

**v) DATA PROCESSING AND INTERPRETATION CHARGE:**

a) Data Processing and Interpretation charges will be paid for each processing/interpretation service carried out as per advice of Company and will be payable item wise as per Price Bid Format.

b) In case of processing of data acquired with same tool in the same well and same depth range in one or multiple runs, one processing charge will apply.

**(vi) FORCE MAJEURE CHARGES:**

Upon occurrence of force majeure situation and if it satisfies the Force Majeure terms mentioned in Part III Section-I (General Conditions of Contract), the Force Majeure rate shall be applicable and contractor shall be paid by Company @50% of the normal rental charges for equipment and personnel quoted by the bidder.

**(vii) GENERAL CONDITIONS OF PAYMENT OF OPERATING CHARGES:**

a) No separate rental or usage charges shall be applicable for accessories with units/ tools other than those specified in the Price Bid Format.

b) Charges towards rig-up, rig-down, data processing, processed data product and personnel including specialists etc., unless specified in Price Bid Format, shall not be payable separately. These charges may be built into the price components as given in the price formats, as and whenever applicable.

c) 60 meters of overlap is to be provided at no extra cost whenever a section is logged in stages except for image data where overlap section should be 20 meters.

d) For any service, multiple intervals recorded in the same run (i.e., in the same rig up) will be considered as one job only. Charges will be payable per metre on the total metres of interval recorded.

e) For services involving explosives, if the main run of the service fires partially resulting in an unsuccessful operation, then pro-rated operating charges for the charges actually fired shall be payable by the Company, subject to indications and surface checks of the partial fired guns.

f) GR log or CCL log for depth correlation recorded with any service(s) in any combination should not attract any separate operating charge. However, if GR/CCL service is run alone, DD charges (A-15) shall be applicable.

g) No deviation or any surcharge shall be applicable separately either with PCL or wireline.

**(viii) DEPTH DETERMINATION RUN (DD):**

Depth determination job means combination/sub-combination of GR-CCL-Dummy-Junk-basket either carried out prior to some services or run standalone for the purpose of hole probing, trapping debris in basket, bottom tagging, or for any other miscellaneous run made with wireline cable. A single DD charge (A-15) shall be payable per logging run from surface to deepest logging point, including any repeat sections as instructed by company.

**a) Depth Determination run Preceding main Operation (DD-PO):**

a) One Depth Determination run shall be provided at no separate charge to OIL for services where hole probing is required prior to the main operation (such as perforation/explosive cutter/ string shot/ plug setting, etc.). For such services, it is routine to carry out Depth Determination run prior to running the main service for the purpose of checking hole clearance or cleaning debris cleaning using junk-basket, etc. The quoted operating charges for such services shall be inclusive of one Depth Determination run.

b) For any service, if it is the Contractor's operational requirement that a Depth Determination run be carried out prior to the main service, then such Depth Determination run shall also be provided at no separate charge to OIL.

c) In case the DD-PO run does not descend to the desired depth thereby leading to the cancellation of the main indented service, then one DD charge will be payable.

d) In the event that the DD-PO run is carried out successfully and the main tool is lowered into the well but operation could not be completed because of held-up or local issues, then the DD-PO run shall be payable.

e) In case more than one DD-PO run is carried out under instruction of company and repeated held-up were observed either in same or next rig up, then the additional DD-PO runs shall be payable.

**b) Depth Determination run Not Preceding any Operation (DD-NPO):**

If Depth Determination job is indented by the Company to be run independently and not attached to any other services, then such DD runs shall constitute DD-NPO runs and shall be payable by the Company.

Multiple DD-NPO runs done in separate rig-ups under instruction of company will be treated as separate operations and DD charges shall be payable for each run.

Multiple DD-NPO runs done in one rig-up under instruction of company but run with different

dummy size/ weight/ configuration will be treated as separate operations and separate DD charges shall be payable for each run.

**(ix) CONDITIONS SPECIFIC TO SIDE WALL CORE SERVICE (A-6):**

SWC operation shall be chargeable on the basis of core samples actually delivered.

**(x) CONDITIONS SPECIFIC TO DYNAMIC FORMATION TESTER SERVICE (S-4):**

**a)** For Formation sampling service depth charge shall be measured from depth of the deepest attempted test.

**b)** No pressure test charge shall be applicable in case of seal loss. No charge shall be paid for Repeat pressure taken at the same depth without resetting tool.

**c)** In case of bad hole condition, if no data is acquired then one DD charge shall be payable.

In case of bad hole condition, if partial tests/samples are acquired and no subsequent run is attempted, then operating charge as per actual acquisition shall be payable. However, if the tool is lowered again in the same or next rig up to acquire the remaining numbers of pressure Tests/ Fluid Analysis/ Samples then one DD charge and one operating charge shall be payable if the total acquisitions made in two runs do not exceed the capacity of one run. (For 1-run capacity, the 'Estimated Job units per job' column of price proforma shall be considered).

**d)** If the tool fails before obtaining all the pressure tests/ Fluid analysis/ Sample and the tests/samples are accepted by the Company, operating charges shall be payable to Contractor for the valid or successful tests with the flat charge component prorated to the number of valid pretests (in respect to the no. of pretests mentioned in 'Estimated Job units per job' column of price proforma) but restricted to a minimum of 20%. (i.e., if prorated flat charge calculates to below 20%, then a minimum of 20% flat charge shall be payable).

**e)** One station is defined as a down hole depth point at which Company desires formation fluids to be sampled, and may include up to two (02) repeat attempts within plus or minus two (02) feet of the original tight/incomplete depth, as instructed by Company. Formation sampling charges shall only apply if adequate sealing is demonstrated.

**f)** For formation fluid sampling each sample attempt shall include a pressure measurement free of charge.

**g)** Sample charges are inclusive of all cost to deliver a sample and no additional charges are payable for equipment used by Contractor to above service including multisampling carrier, pumps, connecting devices, or any other ancillary items used by Contractor.

**h)** Upto three (03) repeat pressure tests shall be made, per run or Logging operation at no cost to check for correct tool function; if instructed by company.

**i)** Charges for sample bottle shall not apply to bottles retained by Company upto 1 month after completion of work required for fluid sample analysis.

**(xi) SCHEDULE OF PAYMENT:**

**a)** Contractor shall raise invoice for the mobilization charges when the entire equipment and personnel are ready at sites for starting the job as certified by Company authorized representative after verification/inspection.

**b)** For operating, monthly fixed, data processing charges, mileage charges etc., Contractor shall raise the invoice after completing service each calendar month.

**6.3** Contractor shall raise on Company two invoices every month – one invoice for minimum charges equivalent to monthly fixed charges for equipment/ tools plus monthly personnel charges under the Contract and 2<sup>nd</sup> invoice for all the balance amount payable under the Contract for the month. All the invoices shall be raised as per Part III Section-IV (Schedule of Rates) and Price Bid Format.

~~~ (End of SECTION-IV, Part-III) ~~~


PROFORMA-A

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

| Srl No. | Item Description | Qty / Unit | Rate | Total | Freight & Insurance | CIF Value | Port & other charge | Landed Cost | Is it re-exportable? YES or NO | Year of Mfg. | HSN Code |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|------|---------|---------------------|-----------|---------------------|-------------|--------------------------------|--------------|----------|
| A | B | C | D | E = CxD | F | G = F+E | H | I = G+H | J | K | L |
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | | | | | | | | | | | |
| 5 | | | | | | | | | | | |
| (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J". | | | | | | | | | | | |
| (2) The items, which are of consumable in nature should be indicated as "NO" in column "J". | | | | | | | | | | | |
| (3) For estimation of applicable customs duty, the Bidders are required to indicate customs tariff code (i.e., HSN Code) of each item in column "L". | | | | | | | | | | | |

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

~~~ (End of Proforma-A) ~~~

**PROFORMA-B****PRICE BID SCHEDULE**

**Sub: Hiring of Wireline Services for exploratory drilling in OALP blocks MN-ONHP-2018/1/2/3/4/5 located at Bay Exploration Project, Bhubaneswar for a period of 3 (Three) years, with a provision for extension by 1(one) year.**

**CURRENCY OF QUOTE: INDIAN RUPEES**

| Srl No.                                                                     | PARTICULARS                                                                          | Quantity | UNIT                                  | Currency: INDIAN RUPEES |                               |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------|----------|---------------------------------------|-------------------------|-------------------------------|
|                                                                             |                                                                                      |          |                                       | Unit Rate (In Rs.)      | TOTAL AMOUNT (Estd.) (In Rs.) |
| 1                                                                           | Total Mobilization and Demobilization charge for Logging Unit and Standard tools-(A) | 1        | Lump Sum                              |                         |                               |
| 2                                                                           | Total Mobilization and Demobilization charge for Special tools-(B)                   | 1        | Lump Sum                              |                         |                               |
| 3                                                                           | Total monthly rental charge for Logging Unit and Standard tools-(C)                  | 36       | MONTH                                 |                         |                               |
| 4                                                                           | Total monthly rental charge for Special tools-(D)                                    | 36       | MONTH                                 |                         |                               |
| 5                                                                           | Total Operating charge for Standard tools-(E)                                        | 1        | Total Estd. Amount as per Proforma B1 |                         |                               |
| 6                                                                           | Total Operating charge for Special tools-(F)                                         | 1        | Total Estd. Amount as per Proforma B1 |                         |                               |
| 7                                                                           | Total Data Processing Fee-(G)                                                        | 1        | Total Estd. Amount as per Proforma B1 |                         |                               |
| 8                                                                           | Total Other Operational Charge-(H)                                                   | 1        | Total Estd. Amount as per Proforma B1 |                         |                               |
| ESTIMATED CONTRACT VALUE (I)= (A)+(B)+(C)+(D)+(E)+(F)+(G)+(H)               |                                                                                      |          |                                       |                         |                               |
| GST @ .....% (J)                                                            |                                                                                      |          |                                       |                         |                               |
| TOTAL ESTIMATED CONTRACT VALUE INCLUDING GST FOR BID EVALUATION(K)= (I)+(J) |                                                                                      |          |                                       |                         |                               |

**NOTE:**

- 1.0** The items mentioned in above clause are to be read in conjunction with Schedule of Rates- Section IV, Part -III. Breakup of the rates are to be quoted in Proforma - B1.
- 2.0** 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.
- 3.0** Bidders shall quote for all the items.
- 4.0** Total Contract cost (CC) for 3 (Three) years includes all taxes & duties including goods and service tax (GST) but except basic customs duty on eligible items which shall be extra to OIL if applicable.

**Authorized Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Seal of the Bidder:**

~~~ (End of Proforma-B) ~~~

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

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

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

Authorized Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

~~~~~

**FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)**

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") had undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work)  
\_\_\_\_\_ (hereinafter called "the Contract").

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

AND WHEREAS we (Name of Bank) .....of (Name of country) .....  
having our registered office at..... (hereinafter called "the Bank") have agreed to give the Contractor such a Bank Guarantee.

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

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

This guarantee is valid until the -----day of -----

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

~~~~~

CONTRACT FORM

This Contract is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam and Project Office at IDCO Tower (3rd Floor) Janpath, Bhubaneswar 751022, Odisha hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

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

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this Contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the Contract shall be authorized solely by an amendment to the Contract executed in the same manner as this Contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this Contract viz.:
 - a) Section-I indicating the General Conditions of this Contract;
 - b) Section-II indicating the Terms of Reference;

- c) Section-III indicating the Special Conditions of Contract;
- d) Section-IV indicating the Schedule of Rates.
- e) Integrity Pact
- f) Letter of Award
- g) Performance Security(copy)

In case of contradiction between GCC/SCC/TOR/SOR, the terms and conditions mentioned in TOR will prevail followed by SOR, SCC and GCC - in that order.

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 Bhubaneswar as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

~~~~~

**PROFORMA LETTER OF AUTHORITY**

To:

Oil India Ltd.,  
3<sup>rd</sup> Floor, IDCO Towers, Janpath  
Bhubaneswar 751022

Sir,

**Sub: OIL's IFB No. CBI1454P23**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as 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.

~~~~~

AUTHORISATION FOR ATTENDING BID OPENING

TO,

Date: _____

Oil India Ltd.,
3rd Floor, IDCO Towers, Janpath
Bhubaneswar 751022

Sir,

Sub: OIL's IFB No. CBI1454P23

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.

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.

| YEAR | TURN OVER
(In INR Crores) | NET WORTH
(In INR Crores) |
|-------------|-------------------------------------|-------------------------------------|
| | | |
| | | |
| | | |

Place:

Date:

Seal:

Membership Code:

Registration No.:

Signature

~~~~~

**To**

Oil India Ltd.,  
3<sup>rd</sup> Floor, IDCO Towers, Janpath  
Bhubaneswar 751022

**SUB: SAFETY MEASURES FOR TENDER NO. CBI1454P23**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

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

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

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

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

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

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

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

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

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

(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. **CBI1454P23**. 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.

Shri Swarup Majumder
(For the Principal)

Date: **05.09.2022**

Place: **Bhubaneswar**

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

~~~~~

**To,**

Oil India Ltd.,  
3<sup>rd</sup> Floor, IDCO Towers, Janpath  
Bhubaneswar 751022

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No. CBI1454P23**

**Sir,**

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

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

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

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

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

CERTIFICATE OF COMPLIANCE OF 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.

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

To,

Oil India Ltd.,  
3<sup>rd</sup> Floor, IDCO Towers, Janpath  
Bhubaneswar 751022

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> E-mail Addresses	Mobile  Telephone Fax
<b>Correspondence Address</b> H No/Street/City	State Country Pin Code

**Declaration:**

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

Authorised Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Vendor Code \_\_\_\_\_  
Email-ID \_\_\_\_\_  
Mobile No. \_\_\_\_\_

Encl: Original performance bank guarantee

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PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY
(To be submitted on official letter head)

To

Oil India Ltd.,
3rd Floor, IDCO Towers, Janpath
Bhubaneswar 751022

Sir,

SUB: OIL's IFB No. CBI1454P23

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: _____

~~~~~

**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.: CBI1454P23**

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**

**BID FORM**

**To:**  
**M/S OIL INDIA LIMITED,**  
**3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH**  
**BHUBANESWAR, ODISHA**

**Sub: Tender No. IFB No.: CBI1454P23**

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 \_\_\_\_\_ 202\_.

Name of the Authorized Signatory: \_\_\_\_\_

Name of the Firm/Service Provider/Bidder: \_\_\_\_\_

**FORM OF PERFORMANCE BANK GUARANTEE 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, incase 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,

ANDWHEREAS 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 **"ULTIMATE PARENT"**, upto 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:\_\_\_

**PROFORMA-R**

**UNDERTAKING TOWARDS PURCHASE PREFERENCE**

**To,**

Date: \_\_\_\_\_

**M/s. OIL INDIA LIMITED,  
3<sup>RD</sup> FLOOR, IDCO TOWERS, JANPATH  
BHUBANESWAR, ODISHA**

Sir,

**Sub: Oil India Limited's IFB No. CBI1454P23**

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	T Tick whichever is applicable
1	PP MSE	
2	PP LC	

Yours faithfully,

Signature: \_\_\_\_\_  
Name & Designation: \_\_\_\_\_  
For & on behalf of \_\_\_\_\_

**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,

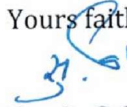
1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPR

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

Sir/ Madam,

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

Yours faithfully



सुशील टी. विलियम्स  
(Sushil T. Williams)

उप सचिव, भारत सरकार

(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

- a) PS to Minister, PNG & Steel
- b) PPS/ PS to Secretary/ Sr. Economic Advisor/ AS&FA, MoPNG
- c) PPS/ PS to JS (E)/ JS (GP)/ JS (IC)/ JS(R)/ JS (M)/ JS (G)/ EA/ DDG, MoPNG
- d) US (Admin.), MoPNG
- e) Ms. Neelam Naval, Technical Director (NIC) - with request to upload the letter alongwith enclosure on website of MoPNG.



**Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended**

**1 Preamble**

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

**2 Definitions**

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- 3. Scope**
- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

#### **4. Procurement**

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

**5. Purchase Preference- Linked with Local Content (LC)**

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.
- 5.1.7 The procedure for award under the policy is at **Enclosure-I**.

## **6. Determination of LC**

### **6.1 LC of goods**

- 6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.
- 6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:
- a) in the case of direct component (material), based on country of origin;
  - b) in the case of manpower, based on INR component.
- 6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

### **6.2 LC of service**

- 6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- 6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
- a) cost of component (material) which is used;
  - b) manpower and consultant cost; cost of working equipment/ facility; and
  - c) general service cost.



- 6.2.3 The criteria for determination of cost of local content in the service shall be as follows:
- a) in the case of material being used to help the provision of service, based on country of origin;
  - b) in the case of manpower and consultant based on INR component of the services contract;
  - c) in the case of working equipment/facility, based on country of origin; and
  - d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
  - e) Indian flag vessels in operation as on date.

**6.3 LC of the EPC Contracts:**

- 6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- 6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- 6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

**6.4 Calculation of LC and Reporting**

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

**7 Certification and Verification**

- 7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:
- 7.1.2 At bidding stage:
- a) Price Break-up:
    - The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

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.

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY  
/WHOLLY OWNED 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 severely 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)

M/s.

Witness:

1)

2)

For and on behalf of

(Parent Company / Subsidiary Company (**Delete  
whichever not applicable**))

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, 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 / Wholly owned Subsidiary Company (Delete whichever not applicable) unconditionally agrees that in case of nonperformance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and

without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.

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

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

Witness:

1. Signature _____
Full Name _____
Address _____

M/s _____

Signature _____
Name _____
Designation _____

Common seal of the
Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

**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 wholly owned subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum Rs. **x.xx** Crore (or equivalent **x.xx** million 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:

1)

2)

Witness:

1)

2)

~~~~~

**FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/COSUBSIDIARY 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****COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER NO. IFB No. CBI1454P23**

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 Indicate rate of GST applicable.	SAC Code: 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.	<b>Confirm that currency of quoted prices is Indian Rupees.</b>	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the Contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	

14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19	Confirm submission of documents towards Local content of offered services. <b>Self-declaration &amp; CA certificate as per PP-LC notification to be submitted.</b>	

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 \_\_\_\_\_



**TECHNICAL SPECIFICATIONS CUM EVALUATION TABLE****NOTE:**

A) The technical specifications of the tools/services required are given below. Bidders must fill up their **Service Code** and **Tool Specifications** against OIL's required specification for each service in the matrix below and declare compliance/non-compliance to OIL's required specifications.

B) Bidders quoting for tools on call (Optional) services (as listed in **Table-3 of Part 3 Section-II: Scope of Work**) should fill up the specification tables provided below against the tools which they have quoted.

C) Technical Data Sheets / brochures must be submitted in support of the required features of tools / equipment and the same must be referred with compliance/non-compliance declaration. If any required feature is not appearing in the technical literature / brochures, the bidder need to specifically confirm availability of the same feature with suitable reference. Bidder should indicate their offered feature including additional features where ever required.

D) The following services should be **fully combinable** with each other so as to enable combo runs in any desired combination: **A-1, A-2, A-3, A-4, A-5 & A-7.**

**STANDARD TOOLS/SERVICES**

<b>Service Code: TR-1</b>	<b><u>LOGGING UNIT</u></b>	<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
SPECIFICATIONS	1. The logging unit must be Heavy duty, Truck mounted integrated logging unit with state-of-the-art technology.		
	2. The unit must be capable of carrying out all the operations mentioned in the SOW upto a depth of <b>5000m</b> in vertical/deviated wells as per clause SOW 6.1(j).		
	3. The 7-conductor cable shall have minimum rated breaking strength of <b>24,000 lbs.</b> The cable should be new and without splice at the time of deployment.		
	4. The logging cabin must have seating place for the witness attending the logging job.		

<b>Service Code : TR-2</b>	<b><u>WELLHEAD CONTROL EQUIPMENT (BOP)</u></b>	<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
SPECIFICATIONS	Wellhead Control Equipment (BOP) for Standard Logging Cable for its use in CBL under pressurized condition and for casing gun perforations: Minimum pressure rating <b>3kpsi.</b>		

Service Code : TR-3	<b><u>PRESSURE CONTROL EQUIPMENT FOR THROUGH TUBING OPERATIONS</u></b>	Bidder's Code:	
<b>OIL's Required Specifications</b>		Bidder's Specification	Compliance/ Non-compliance
SPECIFICATIONS	Pressure Control Equipment for Through Tubing Operations for slim cable. Minimum pressure rating: 10kpsi. The height of PCE should be able to accommodate 6m TTP gun perforation to be carried out in one run.		

Service Code : TR-4	<b><u>DATA TRANSMISSION AND COMMUNICATION</u></b>	Bidder's Code:	
<b>OIL's Required Specifications</b>		Bidder's Specification	Compliance/ Non-compliance
SPECIFICATIONS	Unit should have facility of data transmission by contractor's VSAT or 4G/5G communication required for data transmission and receiving /downloading data at OIL's base while logging.		

Service Code : A-1	<b><u>DUAL LATEROLOG RESISTIVITY + MICRO RESISTIVITY with SP</u></b>	Bidder's Code:	
<b>OIL's Required Specifications for DUAL LATEROLOG RESISTIVITY</b>		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	i) Deep and medium focused laterolog resistivity measurement of formation for simultaneous deep and shallow depths of investigation. ii) Spontaneous potential measurements.  <b>Note:</b> High Resolution Array Laterolog tool is also acceptable against Dual Laterolog tool. HRLA tool should provide at least 4 depths of investigations (DOI $\geq$ 35 in median response) with 1 ft or better vertical resolution.		
DEPTH OF INVESTIGATION	LLD: 55-84 inches minimum LLS: 16-36 inches minimum		
RANGE:	LLD: 0.2–40,000 ohm m LLS: 0.2-2,000 ohm m		
ACCURACY	$\pm$ 0.2 ohm m at 0.2-1 ohm m +/- 5 % at 1-1000 ohm m +/- 10 % at 1000–2000-ohm m		
SAMPLING RATE	Minimum 2 samples/ft		
VERTICAL RESOLUTION	24 inches or better		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 ½ inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
<b>OIL's Required Specifications for MICRO RESISTIVITY</b>			
MEASUREMENTS	Invaded Zone Resistivity for Rxo measurement with borehole caliper		
INVESTIGATION DEPTH	0.5 inch to 1.5 inches		
RANGE	0.2-2000 Ohm m, Caliper- 6 inches to at least 20 inches		

ACCURACY	i) <u>Resistivity</u> : : +/- 5% at 0.2 to 200 ohm m : +/- 10% at 200-2000 ohm m ii) <u>Caliper</u> : : +/- 10 % Accuracy		
SAMPLING RATE	2-8 samples/ft		
VERTICAL RESOLUTION	3.0 inch or better		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 ½ inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

<b>Service Code : A-2</b>	<b><u>DUAL SPACED COMPENSATED NEUTRON POROSITY</u></b>	<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	Formation porosity measurement using Dual Spaced Compensated Neutron Services		
INVESTIGATION DEPTH	1.0-5.5 inches minimum		
RANGE	0 to 60 PU (Limestone) with a linear response in 0-40 PU range.		
ACCURACY	+/- 1.4 PU for 0-20 PU +/- 3 PU for 20-30 PU +/- 6 PU for 30-45 PU		
SAMPLING RATE	2-8 samples/ft		
VERTICAL RESOLUTION	Standard: 36 inches		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 ½ inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) Provision to record high resolution data. ii) Provision to correct neutron porosity when recorded in cased hole.		

<b>Service Code: A-3</b>	<b><u>FORMATION DENSITY with Pe and CALIPER</u></b>	<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	Tool to measure Bulk Density, Density Correction, Photo-electric Absorption Cross-section, caliper.		
DEPTH OF INVESTIGATION	1.5-4.0 inches minimum		
RANGE	RHOB: 1.3-3 gm /cc, 0-10 PE		
RESOLUTION	<u>Density</u> : +/- 0.015 gm/cc PE : +/- 5%		
ACCURACY	<u>Density</u> : +/- 2% for 1.0-1.67 gm/cc : +/- 1.5% for 1.67-3 gm/cc		
SAMPLING RATE	2-8 samples/ft		
VERTICAL RESOLUTION	Standard: 33 inches Enhanced Mode: 9 inches		
TOOL DIAMETER	Industry standard to log wells drilled with 6 inches to 17 ½ inch bit		

TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) Provision to record high sampling rate for high resolution data through software control. ii) Resolution enhancement through post processing		

Service Code: A-4	<b><u>NATURAL GAMMA RAY SERVICE</u></b>	Bidder's Code:	
<b>OIL's Required Specifications</b>		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS	Tool to measure total GR in API units using Scintillation counter ( NaI Thallium activated)		
RANGE:	0 to 400 API, linear response from 0 to 200 API		
ACCURACY:	±7% of the reading		
TOOL DIAMETER:	Industry standard to log wells drilled with 6 inches to 17 ½" bit		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		

Service Code: A-5	<b><u>SPECTRAL GAMMA RAY SERVICE</u></b>	Bidder's Code:	
<b>OIL's Required Specifications</b>		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	i) Total GR 0-1500 API ii) U, Th, K concentration measurements separately iii) Minimum 2 sample per ft		
TOOL DIAMETER:	Industry standard to log wells drilled with 6 inches to 17 ½" bit		
RANGE:	Minimum of: 0 to 400 API Total GR 0-40 PPM (U) 0-40 PPM (Th)		
ACCURACY:	±5 % of measurement (GR) ±4 % of measured value for U, Th and K		
PRESSURE RATING:	<b>15000 psi minimum</b>		
REMARKS:	Combinable with all standard tools		

Service Code: A-6	<b><u>SIDE WALL CORE GUN</u></b>	Bidder's Code:	
<b>OIL's Required Specifications</b>		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENTS:	i) Side wall core recovery in soft, medium and hard formations. ii) Depth positioning of SWC by Gamma ray. iii) Core barrel size 0.85" x 1.4"		
SPECIFICATIONS:	At least 24 samples from single run extended upto 48 samples or more. Gamma ray 0 to 200 API		
TOOL DIAMETER:	Industry standard to recover side wall cores in wells drilled with 6 inch to 12 ¼ inch Bit.		
TEMPERATURE RATING:	300° F Minimum.		

PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	i) Core to be provided in bottle. ii) Bullet design suitable for optimum core recovery in various range of formation consolidation. iii) Minimum two guns combinable in one run.		

Service Code: A-7	<b><u>BOREHOLE DEVIATION SURVEY</u></b>	Bidder's Code:	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	Bore hole deviation, hole azimuth, relative bearing		
RANGE	Hole deviation: 0-90°, Hole Azimuth: 0-360°, RB : 0-360°		
RESOLUTION/ACCURACY	Azimuth: ± 4°, Deviation: ± 2°		
TOOL DIAMETER	Industry standard to log wells drilled with 8 ½, 12 ½ & 17 ½ inch bit		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code: A-8	<b><u>CEMENT BOND EVALUATION SERVICES</u></b>	Bidder's Code:	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	Cement Bond Evaluation (including VDL, Travel time, GR, CCL) based on sonic arrival amplitude in 5 ½", 7", 9 ⅝" 13 ⅜" casings/liners. Recording under pressurized condition is also required.		
RANGE	i) Acoustic amplitude 0-100 mV ii) VDL 200-1200 μs iii) GR 0-200 API.		
VERTICAL RESOLUTION	CBL: 3 ft VDL: 5 ft		
TOOL DIAMETER	Suitable for above mentioned casings/liners.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		

Service Code: A-9	<b><u>DIPOLE SHEAR SONIC IMAGER</u></b>	Bidder's Code:	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
MEASUREMENTS	i) Delta T shear in cross dipole mode (fast slowness & slow slowness with direction). ii) Delta T Stoneley iii) Delta T Compressional		
HOLE SIZE LIMIT	6 inch to 17.5 inch dia.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) <b>Minimum</b> 2 dipole transmitter orthogonally placed.		

	ii) Two dipole measurement for redundancy. iii) Direction measurement with anisotropy measurement in single run. iv) Measurement to compute absolute value of effective permeability from Stoneley. v) Measurements to compute formation anisotropy, identification of fracture orientation, geo-mechanical properties and borehole stability.		
WELLSITE PRODUCT	i) Shear, Compressional & Stoneley Slowness with integrated travel times, Vp/Vs, Poisson's ratio. ii) Raw waveforms of Shear, Compressional & Stoneley. iii) Coherence plot of waveform.		
POST PROCESSED DATA	i) Compressional, Shear (both X & y direction) and stoneley slowness with integrated travel time, Vp/Vs & gas zone detection. ii) Geo-mechanical properties viz. young, shear and bulk modulus, poisson's ratio etc. iii) Evaluation of formation anisotropy around borehole, anisotropy map. iv) Permeability from Stoneley, Stoneley fracture identification. v) Report on acquisition and processing.		

Service Code: A-11	<b><u>FREE POINT SURVEY (STUCK-UP DETECTION)</u></b>	Bidder's Code:	
<b>OIL's Required Specifications</b>		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	Percentage free in stretch and in torque (including log presentation) for tubing, casing and drill pipe ranging from 2 7/8 inch to 9 5/8 inch.		
TOOL DIAMETER:	Suitable for pipe sizes 2 7/8 inch to 9 5/8 inch drill-pipe/tubing/casing.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Should be run with CCL		

Service Code : A-12	<b><u>BACK-OFF / STRING SHOT SERVICES</u></b>	Bidder's Code:	
<b>OIL's Required Specifications</b>		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENT	Explosive detonation for attempting to release or back-off stuck tubing, casing and drill pipe.		
PIPE SIZES:	2 7/8 inch to 9 5/8 inch Tubing/casing/Drill pipes		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Should be run with CCL		

Service Code: A-13A/A-13B	<b><u>BRIDGE PLUG SETTING / RETAINER PACKER SETTING</u></b>	Bidder's Code:	
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OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENT	a) Bridge plug setting and retainer packer setting for 5 ½", 7" and 9 ⅝" liner/casing. b) Setting tool compatible with " <b>Baker make</b> " plug/packer. c) Junk Basket for 5 ½", 7" and 9 ⅝" OD casing.		
TOOL DIAMETER	Industry standard to carry out plug/packer setting in casing/liner sizes 5 ½", 7" & 9 ⅝".		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER REQUIREMENTS	i) Combinable with CCL. ii) Bridge plugs and packers will be supplied by OIL.		

Service Code: A-14A/14B	<b><u>THROUGH TUBING PERFORATION (SEMI-EXPENDABLE/ RETRIEVABLE)</u></b>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENT	Retrievable/Semi-expendable perforation gun system for passing through 2 ⅞" tubing (ID of 2.44").  Perforator system tested as per API 19B/ API 43, performance normalized to 5000psi target compressive strength.  The gun system must be capable of upto 6m perforation in single run.		
2 ⅞" Deep Penetration Charge (Spiral, 6 spf)	SPF: 6 EHD ≥ 0.26 inches TTP ≥ 34 inches		
2 ⅞" Deep Penetration Charge (Zero phase, 6 spf)	(Bidder to provide API 19B/ API 43 certificate.)		
TOOL DIAMETER:	Industry standard suitable for tubing sizes 2 ⅞ inches.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER REQUIREMENTS:	i) Should include surface equipment to perforate in under-balanced conditions and live wells. ii) Suitable to be operated using Crane/mast unit also. iii) Combinable with both Gamma ray and CCL for depth correlation.		

Service Code: A-15	<b><u>DEPTH DETERMINATION</u></b>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
REQUIREMENTS	1) Any combination from the following tools shall be required to be run in tubing/liners/casing/drill pipe for the purpose of depth determination or hole debris cleaning:		

	<b>CCL, Gamma Ray, Sinker bar, Dummy, Junk basket</b> 2) Combinability with all cased hole services.		
TOOL DIAMETER	<b>Suitable for depth determination in tubulars from 2 7/8" tubing/drill pipe to 13 3/8 inch casing.</b> GR and CCL tool should be suitable these sizes. Junk baskets with gauge rings suitable for 5", 5 1/2", 7" & 9 5/8" liner/casings. Required dummy sizes for DD-NPO runs: 1-11/16" and 2 1/8".		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		

<b>Service Code: A-16</b>	<b><u>EXPLOSIVE PIPE CUTTER</u></b>	<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
REQUIREMENTS:	<b><u>Explosive Jet Cutter for following Tubing/Casing:</u></b> 2 7/8 inch OD tubing 5 1/2 inch OD casing 7-inch OD casing 9 5/8 inch OD casing		
TOOL DIAMETER	Suitable for above pipe sizes.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	10000 psi minimum.		

<b>Service Code: A-17</b>	<b><u>SEVERING/COLLIDING TOOL</u></b>	<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
REQUIREMENTS:	<b><u>Severing/Colliding Tool for following drill pipes/drill collar:</u></b> 2 7/8" SLH 90 drill pipe 4 1/2" OD drill-pipe 5" OD drill-pipe 6 1/2" OD drill collar 8" OD drill collar		
TOOL DIAMETER	Suitable for above pipe sizes.		
TEMPERATURE RATING	300° F Minimum.		
PRESSURE RATING	15000 psi minimum.		

<b>Service Code : A-18</b>	<b><u>PUNCTURE SERVICES</u></b>	<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
REQUIREMENT	To puncture 2 7/8 inch OD tubing to 5 inch OD drill pipe.		
TOOL DIAMETER:	Tool must be capable of running in through above tubulars.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		



## **SPECIAL TOOLS/SERVICES**

<b>Service Code: S-1</b>	<b><u>VERTICAL SEISMIC PROFILING (VSP)</u></b>	<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>
REQUIREMENTS:	i) Tri axial data acquisition to provide high quality VSP compressional and shear event. ii) At least five shuttle arrays to save measurement time, adjustable distance between shuttles from 10 m to 20 m or more. iii) Energy source: air gun. iv) Bidder shall provide energy source, surface equipment and all other accessories as required. v) Suitable for Data acquisition in cased hole and open-hole.		
MEASUREMENTS:	Seismic stacks travel time v/s depth plots and raw seismic traces of individual shots		
RESOLUTION:	$\pm 1$ m sec for shots at same level, $\pm 2$ m sec for shots fired in up and down passage on the same level		
HOLE SIZE LIMIT:	6 inches to 17.5 inches diameter in open-hole		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
OTHER FEATURES:	Tri-axial measurement data must be made available in SEG-Y.		
POST PROCESSED DATA:	Processing of Borehole Seismic Services (VSP) data in open hole & cased hole relevant to acquisition mode with report comprising of: i) Composite Display of Down-going waves, corridor stack (repeating 6-7 times) with check-shot corrected Sonic, Density, Gamma and Formation Tops. This display is to be with respect to SRD (seismic reference datum). ii) Display of original Down-going (i.e. after separation) waves and display of Down-going waves after Deconvolution. iii) Details of velocity filter and Deconvolution parameters as part of processing note. iv) VSP Velocity Listing Table: The primary use of VSP is for accurate well-to-seismic ties. Seismic sections are always based on the SRD (seismic reference Datum). Therefore, velocity listing table should have a column mentioning SRD so that the average velocity and interval velocity can be seen w.r.t. SRD. v) Time-Depth Curve: The Depth axis should start from SRD level. At right hand side, there should be a color bar indicating the Formation Tops and Thickness. vi) Time-Depth Table: Interval velocity and Average velocity should be mentioned along with TWT. vii) Checkshot data. viii) Report on acquisition and processing.		
<b>Service Code: S-2</b>	<b><u>NUCLEAR MAGNETIC RESONANCE LOGGING</u></b>	<b>Bidder's Code:</b>	

OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	i) T2 distribution from 0.5 millisecond or less to 3.0 seconds. ii) Formation lithology independent porosity, pore size distribution & permeability measurements. iii) Free fluid index, clay & capillary bound fluids. iv) <b>Permeability estimation.</b> v) <b>Pore size distribution.</b> vi) <b>Hydrocarbon typing and quantification in continuous recording mode.</b> vii) <b>Continuous saturation profiling.</b>		
VERTICAL RESOLUTION:	6 feet or better		
HOLE SIZE LIMIT:	6 inches to 12.25-inch dia.		
TEMPERATURE RATING:	300° F Minimum.		
PRESSURE RATING:	15000 psi minimum		
WELL SITE PRODUCT:	<b>NMR porosity, T2 distribution, free fluid index, permeability estimation.</b>		
POST PROCESSED DATA:	Processing of data of Nuclear Magnetic Resonance Logging Services for i) Determination of total and effective porosity, capillary and clay-bound water & free fluid volume, pore size distribution, permeability, ii) Hydrocarbon typing and quantification. iii) Continuous saturation profiling. i) All answer products relevant to acquisition mode, such as saturation profiling, high resolution processing, T1 profiling, fluid characterization & multi-depth magnetic resonance (MR) Output. ii) Report on acquisition and processing.		

Service Code: S-3	<b><u>MICROELECTRIC IMAGER TOOL</u></b>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance
MEASUREMENTS:	i) High resolution micro-resistivity-based borehole imaging for formation image extraction with direction in open hole to characterize sedimentary bodies, sedimentary dips, structural analysis, secondary porosity evaluation, reservoir characterization etc. ii) At least 59% coverage in 7 7/8 inch hole in one pass. iii) Each caliper arm must have independent electronics.		
MEASURING RANGE:	Micro resistivity: 0.2 to 2000 ohm m Azimuth : 0 to 360 degree Rotation : 0 to 360 degree Deviation : 0 to 90 degree Caliper : 6 to 16 inch		
VERTICAL RESOLUTION	0.2 inch in resistivity measurements.		
HOLE SIZE LIMIT	6 inch to 16 inch dia.		

TEMPERATURE RATING	300° F minimum		
PRESSURE RATING	15000 psi minimum		
WELL SITE PRODUCT:	i) Colour image of static image processing. ii) Raw micro-Resistivity measurement with deviation, caliper and Gamma ray data for post processing. iii) Computed Mean Square Dip (well site/ post processed data).		
POST PROCESSED DATA:	i) Processing of data for Static and dynamic image, image enhancement for structural, sedimentological study. ii) Structural analysis from dip and image data (Using Interactive Dip Picking) for presence of fault fracture and other structural features and their nature, borehole breakout pattern and indicated pattern etc. iii) Sedimentological analysis from dip and image data (Using Interactive Dip Picking) for identification of beds, bedding internal structure like cross laminations, broad depositional environment indicated integrating other basic log data. iv) Fracture analysis, aperture evaluation including fracture aperture, fracture density, fracture porosity curves and fracture dips in plots. v) Texture characterization and heterogeneity analysis. vi) Report on acquisition and processing.		

Service Code: S-4	<b><u>DYNAMIC FORMATION TESTER</u></b>	<b>Bidder's Code:</b>	
<b>OIL's Required Specifications</b>		<b>Bidder's Specification</b>	<b>Compliance/ Non-compliance</b>

	<p>Dynamic formation testing and fluid sampling service with</p> <ul style="list-style-type: none"> <li>i) <b><u>Single probe/ Dual probe</u></b> combinable with spectral/ resonance/density-based fluid analyzer.</li> <li>ii) Any number of pressure test in one run.</li> <li>iii) Formation and mud pressure with <b><u>quartz pressure gauge</u></b>, pressure gradient, flow rate and mobility.</li> <li>iv) Facility to collect minimum two PVT samples of 450 cc each or more and two non-PVT 1000 cc each or more (may be combinable using 2 or more sample chambers for 1000 cc collection) <b><u>in single run.</u></b></li> <li>v) Minimum two PVT and two Non- PVT sample bottles.</li> <li>vi) If required bidder has to provide the facility to collect more than two PVT/Non-PVT samples along with sample bottles.</li> <li>vii) 4 PVT sample bottles must be mobilized with tool. The bottles should be certified by competent authority for transportation by passenger Aircraft and Helicopter.</li> <li>viii) Pump out module with ability to control flow rate down hole while sampling.</li> <li>ix) Live real time fluid <b><u>analysis to distinguish oil/gas and water</u></b></li> <li>x) Capable of measuring viscosity/GOR or density of sample and bubble point etc.</li> <li>xi) Differentiation capability of formation fluid from filtrate while sampling in combination with resistivity measurement and takes only formation fluid sample.</li> </ul>		
RESOLUTION	Quartz Gauge : <b><u>0.01 psi (14.7-15000 psi) or better</u></b> <b><u>SG : 0.2 psi (14.7-15000 psi)</u></b>		
TOOL DIAMETER	Industry standard to log wells drilled with 6" to 12 ¼" dia or more		
TEMPERATURE RATING	300° F minimum.		
PRESSURE RATING	15000 psi minimum		
OTHER FEATURES	i) Different types and sizes of probes are to be provided as per technical requirement to make the Dynamic Formation Testing job successful.		
WELL SITE PRODUCT	<ul style="list-style-type: none"> <li>i) Provision to provide mobility values at drill site and bring out gradient plots. Pre-test summary sheet with details of pretest data and as per format provided by company.</li> <li>ii) Live real-time fluid analysis product.</li> </ul>		
POST PROCESSED DATA	<ul style="list-style-type: none"> <li>i) Identification of fluid pressure gradient, fluid contacts, mobility/permeability, viscosity/ GOR or density of sample &amp; bubble point.</li> <li>ii) Live real-time fluid analysis product and any other answer product relevant to acquisition mode.</li> <li>iii) Report on acquisition and processing.</li> </ul>		

Service Code: S-5	<b><u>ELEMENTAL CAPTURE SPECTROSCOPY (ECS/GEM/FLEX equivalent)</u></b>	Bidder's Code:	
OIL's Required Specifications		Bidder's Specification	Compliance/ Non-compliance

MEASUREMENTS:	Concentration of elements from single neutron induced Gamma ray spectrometer for the determination of Silicon, calcium, Iron, Gadolinium, Titanium, mica feldspar composite and other minerals for accurate clay volume estimation and clay typing.		
TOOL DIAMETER:	To be capable of running in minimum 6 inch to max. 20 inch.		
TEMPERATURE RATING:	300° F minimum.		
PRESSURE RATING:	15000 psi minimum		
POST PROCESSED DATA	i) Spectrolith lithology spectra from corrected clay model and dry weights. Determination of Silicon, calcium, Iron, Gadolinium, Titanium, mica feldspar composite and other minerals for accurate clay volume estimation and clay typing. ii) Report on acquisition and processing.		

~~~~~END OF ANNEXURE-B~~~~~

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) (Part 2 of tender doc)

Bidders to mention Complied/Not Complied/Deviation along with the Reference File No. and page No. whichever is applicable.

| Clause No. | Clause | Bidders Remarks
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| A | TECHNICAL EVALUATION CRITERIA: | | |
| 1.2 | <p>i) The bidder must quote for the items listed below:
 a) Logging Unit (with standard+ Special tools): as described in Part-3, Section-II (Table-1)
 b) Data processing services as described in Part-3, Section-II (Table-2)
 Note: Bidders must quote for the logging unit and data processing services as described above. Part offer will not be accepted and shall be summarily rejected.</p> | | |
| 1.4 | VINTAGE: | | |
| | Bids must meet the Vintage requirement of tools, equipment & Logging Unit as mentioned in Scope of Work , where all tools, equipment and units required for the services should be of latest version. However, they should not be more than 10 years old as on the original bid closing date, as mentioned in Scope of Work. | | |
| 1.3 | EXPERIENCE: | | |
| i) | <p>The Bidder must have at least 5 (five) years' experiences of providing satisfactory Wireline Logging Services - both open-hole and cased-hole, perforations and other well completion Services. Bidders must have carried out at least 150 numbers each of open-hole and cased-hole jobs (logging, perforations and other well completion jobs) in the last seven years reckoned from the original bid closing date of this tender.</p> <p>Also, Bidder must have the experience of both open-hole and cased-hole logging, perforations and other services as per Scope of Work in wells of more than 2000 m depth.</p> | | |
| ii) | The Bidder must confirm to provide the required number of qualified, experienced and competent manpower for carrying out the wireline logging, perforation and other associated operations under the Contract. Logging engineer(s) proposed to be engaged must have relevant experience of minimum 3 years in wireline logging and perforation jobs. | | |
| iii) | The Data Processing personnel must have minimum 4 (four) years' experience in processing and | | |

| Clause No. | Clause | Bidders Remarks Complied/ Not Complied/Deviation | Bidder to indicate Relevant Page No of their Bid/Document to support the remarks/ compliance |
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| | interpretation of wireline log data, as mentioned in the Part-3, Section-II (Scope of Work). | | |
| 1.5 | OTHER REQUIREMENTS: | | |
| i) | The bids along with all technical documentation must be in English language only. Otherwise, Bids will be rejected. | | |
| ii) | Bids must meet the technical requirement of all the Units/tools/ services as mentioned in Table-1&2 of Part-3 Section-II of the bidding document. | | |
| iii) | All the tools quoted by bidder which are mentioned in SOW should preferably be available in India. It included all standard, special and optional tools. | | |
| iv) | Bids must not contain qualifying conditions (For example, in respect of a particular equipment statements like “under field test and shall be supplied by the time the Contract is signed”, "Specifications will be upgraded in the event the Contract is awarded" etc. etc.) | | |
| v) | The Logging Unit(s) offered must be truck-mounted integrated logging unit(s) , capable of running all the Services of each category as given in the Scope of Work (Part-3, Section-II). | | |
| vi) | Bidders must give an undertaking to the effect that they are capable of processing and interpreting the log data to provide processed and interpreted provisional results to OIL, wherever applicable, within 72 hours from the time the logging survey is completed / recorded data is handed over to the Contractor at Bhubaneswar base/Contractor’s Data Processing Centre. | | |
| vii) | All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical Bid. | | |
| B | Financial Evaluation Criteria | | |
| 1.0 | Annual financial turnover of Bidder during any of the preceding three financial/accounting years from the original bid closing date should be at least Rs. 17.03 Cr. | | |
| 3.2 | "Net Worth" of the bidder should be positive for the preceding financial/ accounting year. | | |
| C | Commercial Evaluation Criteria | | |
| 1.0 | 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 Proforma-B & B1 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. | | |
| 2.0 | Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the | | |

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| | execution of the contract and not subject to variation on any account. | | |
| 3.0 | Bids should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive. | | |
| 4.0 | The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. | | |
| 5.0 | Bids submitted after the Bid Closing Date and Time will be rejected. | | |
| 6.0 | 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. | | |
| 7.0 | Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted. | | |
| 8.0 | The bid documents are 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. | | |
| 9.0 | Bid documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative. | | |
| 10.0 | Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid. | | |
| 11.0 | Any Bid containing false statement will be rejected. | | |
| 12.0 | Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. | | |
| 13.0 | Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected. | | |
| 14.0 | Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
i) Performance Guarantee Clause
ii) Force Majeure Clause
iii) Tax Liabilities Clause
iv) Arbitration Clause
v) Acceptance of Jurisdiction and Applicable Law
vi) Liquidated damage and penalty clause
vii) Safety, Environment & Labour Law
viii) Termination Clause | | |

| Clause No. | Clause | Bidders Remarks
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| | ix) Integrity Pact
x) Withholding clause
xi) Bid Security Clause | | |
| 15.0 | 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. | | |
| 16.0 | Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “ Bid Security Declaration ” (as per Proforma-O) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry. | | |
| D | General | | |
| 1.0 | Bidders are advised not to take any exception/deviations to the bid document. Any exceptions / deviations, must be communicated to OIL within the Bid closing date specified in the NIT. OIL, after reviewing such requests, may, through an addendum to the Bid Document, communicate to the bidders the changes made in the Bid Document, if any. | | |
| 1.1 | OIL requires to finalize the Contract within a limited time schedule. Therefore, it may not be feasible for OIL to seek clarifications in respect of incomplete/incomprehensible offers. As such, prospective Bidders are advised to ensure that their Bids are complete in all respects and conform to the terms, conditions and Bid Evaluation Criteria of this tender. Bids not complying with OIL’s requirement may be rejected without seeking any clarification. | | |
| 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 happens to contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail. | | |
| 6.0 | <u>VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES:</u> | | |

~END OF ANNEXURE-C ~

CHECKLIST FOR SCOPE OF WORK/TERMS OF REFERENCE (Part 3; Section-II of tender document)

Bidders to mention Complied/Not Complied/Deviation along with the Reference File No. and page No. whichever is applicable.

| Clause No. | Clause | Bidders Remarks Complied / Not Complied / Deviation | Bidder to indicate Relevant Page No of their Bid/Document to support the remarks/compliance | | | |
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| 2.0 | REQUIREMENT OF LOGGING UNITS | | | | | |
| 2.1 | <p>Total One (01) number of Logging Unit along with logging tools/ equipment /services and data processing service are required. The services required are categorized as follows:</p> <p>a) Logging Unit-1 (with standard + Special tools) as described in Table-1 of this section.</p> <p>b) Data processing services as described in Table-2 of this section.</p> <p>Logging services shall be hired for the entire contract period.</p> <p>Note: Bidders must quote for the logging unit and data processing services as described above. Part offer will not be accepted.</p> | | | | | |
| 2. | <p><u>HIRING OF ADDITIONAL TOOLS:</u></p> <p>Additional requirement, if any, of any of the tools mentioned in Table-1 of SOW section may need to be mobilized by the Contractor at the same rate, terms & conditions during the Contract period. In such case, Company shall advise the Contractor to mobilize the same within a mobilization period of 90 (ninety) days.</p> | | | | | |
| 3.0 | TABLE-1: LIST OF REQUIRED WIRELINE SERVICES | | | | | |
| | A. Standard Tools/Services: | | | | | |
| | Sl.No | Code | Service Description | Qty reqd. | | |
| | 1 | TR-1 | Onshore Truck mounted Logging Unit | 1 | | |
| | 2 | TR-2 | Wellhead Control Equipment (BOP) | 1 | | |
| | 3 | TR-3 | Pressure Control Equipment for Through Tubing Operations | 1 | | |

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| | 4 | TR-4 | Data transmission | 1 | | | |
| | 5 | CR-1 | Personnel/Crew | 1 | | | |
| | 6 | CIS | Customer Instrument
Service | 1 | | | |
| | 7 | A-1 | Dual Laterolog Resistivity
with Micro Resistivity and
SP | 1 | | | |
| | 8 | A-2 | Dual Spaced Compensated
Neutron Porosity | 1 | | | |
| | 9 | A-3 | Formation Density (with Pe
& caliper) | 1 | | | |
| | 10 | A-4 | Natural Gamma ray | 1 | | | |
| | 11 | A-5 | Spectral Gamma ray | 1 | | | |
| | 12 | A-6 | Side Wall Core | 1 | | | |
| | 13 | A-7 | Borehole deviation survey | 1 | | | |
| | 14 | A-8 | Cement Bond Evaluation | 1 | | | |
| | 15 | A-9 | Dipole Shear Sonic Imager | 1 | | | |
| | 16 | A-10 | Pipe Conveyed Wireline
Logging | 1 | | | |
| | 17 | A-11 | Free Point Survey | 1 | | | |
| | 18 | A-12 | Back off/String Shot | 1 | | | |
| | 19 | A-
13A | Bridge Plug Setting | 1 | | | |
| | 20 | A-
13B | Retainer Packer Setting | | | | |
| | 21 | A-14 | Through Tubing perforation
gun (Deep Penetration
charges) | 1 | | | |
| | 22 | A-15 | Depth Determination
(Dummy/GR/CCL/Junk
Basket) | 1 | | | |
| | 23 | A-16 | Explosive Pipe Cutter | 1 | | | |
| | 24 | A-17 | Severing/Colliding tool | 1 | | | |
| | 25 | A-18 | Puncture services (2 7/8" tbg
- 5" drill pipe) | 1 | | | |
| | B. Special Tools/services (to mobilize/ demobilize as per requirement): | | | | | | |
| | 26 | S-1 | Vertical Seismic Profiling
(VSP) | 1 | | | |
| | 27 | S-2 | Nuclear Magnetic
Resonance Logging | 1 | | | |
| | 28 | S-3 | Micro-electric Imager | 1 | | | |
| | 29 | S-4 | Dynamic Formation Tester | 1 | | | |

| Clause No. | Clause | | | | Bidders Remarks Complied / Not Complied / Deviation | Bidder to indicate Relevant Page No of their Bid/Document to support the remarks/ compliance |
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| | 30 | S-5 | Elemental Capture Spectroscopy | 1 | | |
| 3.1 | Technical Specifications and details of the required tools, equipment and services are given in Annexure-B . Technical literature/ brochures must be submitted in support of the required features of tools/ equipment. | | | | | |
| 3.2 | Gamma Ray log, CCL log and Downhole Tension log shall be provided as standard deliverables with all logging services wherever applicable. The cost of GR, CCL and DTD may be included in the operating cost of the services itself and shall not be payable separately. | | | | | |
| 3.3 | The following services must be fully combinable with each other so as to enable combo runs in any desired combination: A-1, A-2, A-3, A-4, A-5, & A-7 . If it is found that the contractor is not able to take up combo runs due to restrictions in tool combinability of any of the tool(s) then the Contractor shall have to replace such tool(s) immediately so as to meet the above tool combinability requirement. Until suitable replacement is provided meeting the above combinability, all the above tools shall be under zero rental. | | | | | |
| 4.0 | TABLE-2: LIST OF REQUIRED DATA PROCESSING SERVICES | | | | | |
| | Sl.No | Code | Data acquired by | Post Processed data requirements | | |
| | 1 | P-Basic | Basic OH evaluation tools | Basic log Interpretation (probabilistic method viz. ULTRA or ELAN Plus or equivalent) of standard log data (Gamma ray - Resistivity - porosity - density - sonic log and/or other available data) for quantitative analysis of lithology/ mineralogy, effective & total porosity, permeability, fluid saturation (movable/residual) & fluid type from log data acquired by the Contractor or by a third-party including OIL's in-house logging services | | |

| Clause No. | Clause | | | Bidders Remarks Complied / Not Complied / Deviation | Bidder to indicate Relevant Page No of their Bid/Document to support the remarks/compliance |
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| | | | | for OIL's wells originating from any part of the world. | |
| | 2 | PS-1(I) | Dipole shear sonic imager (A-9) | <p><u>I) Processing of Dipole Shear-Sonic Imager data for evaluation of</u></p> <p>i) Compressional, Shear (both X & Y direction) and Stoneley slowness with integrated travel time, Vp/Vs & gas zone detection.</p> <p>ii) Geo-mechanical properties viz. Young, shear and bulk modulus, Poisson's ratio, etc.</p> <p>iii) Evaluation of formation anisotropy around borehole, anisotropy map</p> <p>iv) Permeability from Stoneley</p> <p>v) Stoneley fracture identification</p> | |
| | 3 | PS-1(II) | Dipole shear sonic imager (A-9) | <u>II) Borehole stability analysis and prediction of safe mud window.</u> | |
| | 4 | PS-1(III) | Dipole shear sonic imager (A-9) | <p><u>III) Geo-Mechanical Modeling</u></p> <p>Geo - Mechanical modeling of an area combining shear sonic data with other necessary data viz. shear sonic data acquired using DSI or equivalent, Resistivity /density/neutron, resistivity image log data and any other</p> | |

| Clause No. | Clause | | | Bidders Remarks Complied / Not Complied / Deviation | Bidder to indicate Relevant Page No of their Bid/Document to support the remarks/compliance |
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| | | | | available relevant data to guide well planning viz. casing depth, well trajectory, borehole stability analysis and prediction of safe mud window etc. Such analysis may be carried out using data from one or more than one well located in the same structure/area. | |
| | 5 | PS-1(IV) | Dipole shear sonic imager (A-9) | <u>IV) Sand Ingression Analysis</u>
Examination & analysis of potential sanding issues using available data such as well logs (Sonic & density etc.) and core data of study area. Identification of potential cause of sanding in the study area. Recommendation of suitable solution to control sand production and suitable completion methodology in sand prone formation. Such analysis may be carried out using data from one or more than one well located in the same structure/area. | |
| | | | | | |
| | 6 | PS-2 | Vertical Seismic Profiling (VSP) (S-1) | Processing of Borehole Seismic Services (VSP) data in open hole & cased hole relevant to acquisition mode with report comprising of:
i) Composite Display of Down-going waves, | |

| Clause No. | Clause | Bidders Remarks Complied / Not Complied / Deviation | Bidder to indicate Relevant Page No of their Bid/Document to support the remarks/compliance |
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| | <p>corridor stack (repeating 6-7 times) with check-shot corrected Sonic, Density, Gamma and Formation Tops. This display is to be with respect to SRD (seismic reference datum).</p> <p>ii) Display of original Down-going (i.e. after separation) waves and display of Down-going waves after Deconvolution.</p> <p>iii) Details of velocity filter and Deconvolution parameters as part of processing note.</p> <p>iv) VSP Velocity Listing Table: The primary use of VSP is for accurate well – to- seismic ties. Seismic sections are always based on the SRD (seismic reference Datum). Therefore, velocity listing table should have a column mentioning SRD so that the average velocity and interval velocity can be seen w.r.t. SRD.</p> <p>v) Time-Depth Curve: The Depth axis should start from SRD level. At right hand side, there should be a color bar indicating the Formation Tops and Thickness.</p> <p>vi) Time-Depth Table: Interval velocity and Average velocity should be mentioned along with</p> | | |

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| | | | | TWT.
vii) Checkshot data.
viii) Report on acquisition and processing. | | |
| | 7 | PS-3 | Nuclear Magnetic Resonance (S-2) | Processing of data of Nuclear Magnetic Resonance Logging Services for

i) Determination of total and effective porosity, capillary and clay-bound water & free fluid volume, pore size distribution, permeability,
ii) Hydrocarbon typing and quantification.
iii) Continuous saturation profiling.
iv) All answer products relevant to acquisition mode, such as saturation profiling, high resolution processing, T1 profiling, fluid characterization & multi-depth magnetic resonance (MR) Output. | | |
| | 8 | PS-4 | Micro-electric imager (S-3) | Processing of Borehole Imaging data

i) Static and dynamic image, image enhancement for structural, sedimentological study.
ii) Interactive and manual dip picking
iii) Structural interpretation from dip and image data (Using Interactive Dip Picking) | | |

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| | | | | <p>for presence of fault, fracture and other structural features and their nature, borehole breakout pattern and indicated pattern etc.</p> <p>iv) Stratigraphic interpretation: identification of beds, bedding internal structure like cross laminations and depositional environment indicated integrating other basic log data.</p> <p>v) Fracture analysis, aperture evaluation including fracture aperture, fracture density, fracture porosity curves and fracture dips in plots.</p> <p>vi) Texture characterization and heterogeneity analysis.</p> | | |
| | 9 | PS-5 | Dynamic Formation Tester (S-4) | <p>Processing of Pretest data for</p> <p>i) Identification of fluid pressure gradient, fluid contacts, mobility/permeability, flow regime, viscosity/GOR & bubble point and any other answer product relevant to acquisition mode.</p> <p>ii) Live real-time fluid analysis product and any other answer product relevant to acquisition mode.</p> | | |
| | 10 | PS-6 | Elemental Capture Spectroscopy (S-5) | Spectrolith Lithology spectra from Elemental Capture Spectroscopy from corrected clay | | |

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| | | | | model and dry weights. Determination of Silicon, calcium, Iron, Gadolinium, Titanium, mica feldspar composite and other minerals for accurate clay volume estimation and clay typing. | | |
| 4.1 | Successful bidders have to carry out processing of data acquired using tools/services against unit offered by them as per above table. | | | | | |
| 4.2 | Bidders have to submit the processing with interpretation reports for the Service Codes P-Basic, PS-1(I), PS-2, PS-3, PS-4, PS-5, and PS-6, cost of which is to be included in “operating cost per standard job” . | | | | | |
| 4.3 | For service code PS-1(II),(III)&(IV), Contractor has to quote the processing and interpretation charges. | | | | | |
| 5.0 | OTHER REQUIREMENTS FOR WIRELINE LOGGING, PERFORATION, DATA PROCESSING AND INTERPRETATION SERVICES | | | | | |
| 5.1 | ESSENTIAL CAPABILITIES REQUIRED FOR LOGGING UNITS: The logging unit must have the following general facilities/capabilities: | | | | | |
| | a) Online digital data acquisition and processing. | | | | | |
| | b) Online display of logs on a video screen and scratch log on paper for depth control/match. | | | | | |
| | c) Choice of linear and/or logarithmic scales for log display. | | | | | |
| | d) Logging speed and tension curves must be recorded on all logs. | | | | | |
| | e) Down-hole tools offered by Bidder must be of recent generation. Down hole tools should have down-hole digitization, wherever applicable. | | | | | |
| | f) Facilities for logging of deviated wells with deviation up to 40-45 degrees. Therefore, the logging unit must have all required accessories like flex-sub/ knuckle joints and hole finders etc. | | | | | |
| | g) Contractor should make their own provisions for supply of compressed air required for pressure control system during “live-well cased hole operations”. OIL shall not provide compressed air for such operations. | | | | | |
| | h) The unit must be capable of carrying out all the operations mentioned in the SOW upto a depth of 5000m in vertical/deviated wells. Both sizes of cables (mono and | | | | | |

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| | <p>multiconductor) should be available simultaneously to cater to the above well depth.</p> <p>However, because of drum capacity constraints and/or operational efficiency, the Contractor may keep cable length in their truck to cater to wells of depths upto 4500m. However, in this case the Contractor at all times shall keep an additional cable drum exclusively for logging operations in deep wells upto 5000m. The Contractor should be able to switchover to the other spare drum (containing longer cable) for logging in deep wells upto 5000m in a short notice when such requirement arises.</p> <p>The contractor may keep a common spare cable drum good for immediate replacement during cable splicing requirements (as mentioned in clause 9.0 of SOR) and for logging in deeper wells up to 5000m.</p> <p>In such an arrangement by Contractor, if the spare cable drum (containing longer cable for wells upto 5000m) is found to be unavailable at any point of time then penalty charge of 2% of monthly contract value shall be recovered every month until spare drum is provided. Additionally, for every month of delay, penalty shall be increased by 2% limited to a maximum of 6% (i.e., if delay is more than one month, penalty applicable shall be increased in steps of 2% every month, e.g., for 1st month – 2% penalty, 2nd month - 4% penalty, from 3rd month onwards- 6% penalty). However, for fished cable the above penalty shall be applicable only after the 1-month period allowed for cable splicing/replacement as mentioned in clause SOR 9.0.</p> | | |
| 6.2 | LOG DATA SUBMISSION REQUIREMENTS: | | |
| | <p>a) <u>Well site data submission</u> (immediately after recording):</p> <p>i) Digital data have to be submitted in CD/DVD/USB in LIS/DLIS and LAS format. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should be submitted in CD/DVD/USB.</p> <p>ii) Paper prints of each log suite to be submitted in 1:600 & 1:240 scale, two sets in each scale.</p> | | |
| | <p>b) <u>Final data submission</u>: Final data to be submitted within 03 (three) days of recording as follows:</p> | | |

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| | <p>i) Digital data in CD/DVD in LIS/DLIS and LAS format with proper label showing well name, service run etc. Soft copy of the reports, figures etc. should be presented in PDF/Tiff or similar format and should be submitted in CD/DVD/USB.</p> <p>ii) Paper prints of each log suite in 1:600 & 1:240 scale, two sets in each scale showing acquisition/calibration information & header information.</p> | | |
| 6.3 | CUSTOMER INSTRUMENT SERVICE (CIS) | | |
| | <p>Customer Instrument Service (CIS) is for running tools and/or services of OIL and/or other Contractors utilizing Contractor's unit or vice versa, under mutual agreement between Contractor and other Contractor/OIL duly endorsed by the Company. CIS shall be availed under operational exigency, subject to technical suitability.</p> <p>Bidders have to agree for running tools and/or services of OIL and/or other Contractors utilizing Contractor's unit and/or cable or vice versa, under mutual agreement between Contractor and other Contractor/OIL, provided the same is technically compatible.</p> | | |
| | <p>a) Contractor providing Unit/ Winch/Cable System: Contractors providing logging unit under CIS shall provide cable, winch system, rig-up equipment, well head system/pressure control equipment and operate the winch to lower the tool through his cable/system. Contractor will perform the rig-up and provide assistance in interfacing of the other Contractor's/OIL's equipment with their logging unit.</p> | | |
| | <p>b) Contractor providing Tool(s)/Services: Contractors providing Tool(s) / service shall arrange all the equipment/ tools/ accessories required for successful logging operation. The Contractor must ensure compatibility with provided Logging units, arrange necessary Hardware, Crossovers, Connectors, Surface Panels and Operating Software for successful logging with such tools.</p> | | |
| 6.4 | DATA PROCESSING & INTERPRETATION REQUIREMENTS: | | |
| | <p>a) At Data Processing Centre: Bidder should have a data processing centre within India with experienced processing and interpretation geoscientists / engineers for carrying out detailed processing of the data.</p> | | |

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| | i) The data processing and interpretation Geoscientists/ Engineers will have to carry out detailed processing of the data and submit the provisional result within 48 hours from the time the survey is completed/ after handing over the recorded data to Contractor at Bhubaneswar. Final result is to be submitted within 72hrs (soft copy acceptable). Hardcopies and data (in suitable media) of final processed product to be submitted within 7 days. Processed/ interpreted data must be submitted by Bidders representative stationed at Bhubaneswar base. | | |
| | ii) For delay in submission of provisional processed data within defined time period, 1% of Operating Charges for each day of delay for each tool shall be deducted from invoices, till the same is provided and accepted by OIL. | | |
| | iii) Transfer of raw/ processed data between Contractor's Bhubaneswar/ field base and processing/ interpretation centre is Contractor's responsibility and Company will not pay any additional charge for it. | | |
| | iv) Details of the data processing facilities at the processing centre and its location must be submitted along with the bid. | | |
| | v) OIL's Geoscientist may time to time visit Contractor data processing centre for input during data processing and knowledge exchange/work association. Company shall bear the cost of travel, accommodation for its Geoscientist to Contractors processing centre. Contractor has to provide working space and facility to company's Geoscientist at their data processing centre free of cost during the period of visit. | | |
| | vi) The processed data should be submitted both in hard copies (two sets) and soft copies (two set) . The scale of the hard copies should be as per industry standard. Processed output (digital data) should be of LAS/LIS/DLIS to be submitted in DVD. Soft copy of the reports, figures, processed log etc. should be presented in PDF/Tiff or similar format and should be submitted in DVD. | | |
| | vii) In case of processing where second opinion is required for interpretation, the same must be made available by the Contractor from their other bases in India/abroad. Company will not provide equipment (viz. licensed satellite/Electronic media/Landlines etc.) necessary to transmit data to and from its Computer Center. Data transmission will be the responsibility of the Contractor. | | |

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| 6.5 | OTHER ESSENTIAL EQUIPMENT & CONDITIONS TO BE FULFILLED | | |
| | a) Environmental correction charts for different tools must be provided. | | |
| | b) The required calibration equipment and verifiers for calibrating all the tools/ equipment mobilized against the Contract must be made available at Contractor's base where unit is asked to mobilize throughout the Contract period. | | |
| | c) All radioactive sources, storage and handling tools/equipment must be in accordance with International safety standards and also the AERB's guidelines on safety and security of the radioactive sources. | | |
| | d) Perforation charges, power charges, detonators, detonating cords and explosive materials to be available in the form of sizes and packing in accordance with IATA rules and standard for air freighting. | | |
| | e) Contractor must keep the necessary fishing tools/kits for carrying out fishing operations of their all-down hole tools. | | |

***** END OF ANNEXURE-D ****

BIO-DATA OF KEY PERSONNEL

| | |
|--------------|-----------------------------------------------------------|
| PHOTO | Name: |
| | Highest Educational Qualification: |
| | Total experience (in years) in Wireline Field operations: |
| | Current Designated post: |

Work experience details (employment history):

| Period | Position & Company | Remarks, if any |
|--------|--------------------|-----------------|
| | | |
| | | |
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| | | |
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| | | |

Tick the services of which you have experience of independent assignments:

| Code | Service name | Tick | Code | Service name | Tick |
|--------|-----------------------------------|------|------|--------------------------------|------|
| A1-A18 | All services in Standard category | | | | |
| S-1 | Vertical Seismic Profiling (VSP) | | S-4 | Dynamic Formation tester | |
| S-2 | Nuclear Magnetic Resonance | | S-5 | Elemental Capture Spectroscopy | |
| S-3 | Micro-electric Imager | | | | |

Safety courses undertaken if any:

| Year | Course Name/Description |
|------|-------------------------|
| | |

Sign & Seal of Company representative

COMPREHENSIVE 'HSE' GUIDELINES

- 1) The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be 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 add safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
- 2) Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- 3) A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
- 4) The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
- 5) Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
- 6) The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
- 7) The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

- 8) Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However, in case of any doubts, the Contractor shall reconfirm the same from the Engineer in Charge (OIL).
- 9) Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
- 10) In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- 11) Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
- 12) The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- 13) After receipt of the work order, the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer in Charge.
- 14) The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
- 15) The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer in Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
- 16) OIL will communicate all information to the Contractor or his authorized representative only.
- 17) The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- 18) 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.

- 19) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
- 20) Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
- 21) The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
- 22) Contractor's Supervisor/ Contractor's personnel need to be aware about the site-specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
- 23) All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
- 24) Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
- 25) Barricading of area to be done with reflecting tapes as applicable during work.
- 26) The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
- 27) The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
- 28) Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.
- 29) The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
- 30) In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor

to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.

- 31) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 32) Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.
- 33) Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

~~~~~**END OF TENDER DOCUMENT**~~~~~