



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

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

FORWARDING LETTER

Sub: IFB No. CDG8533P22 for 'Hiring of 02 (Two) Sets of Independent 8½"LWD Services which includes Equipment and Personnel for Drilling Location on regular and call out basis for a period of 03 (three) years extendable by one (01) year in the state of Assam & Arunachal Pradesh'.

Dear Sir(s),

- 1.0** OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced/approved Contractors for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: "<https://etender.srm.oilindia.in/irj/portal>" for **'Hiring of 02 (Two) Sets of Independent 8½"LWD Services which includes Equipment and Personnel for Drilling Location on regular and call out basis for a period of 03 (three) years extendable by one (01) year in the state of Assam & Arunachal Pradesh'**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDG8533P22
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of GM-Contracts HoD

		Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	: Minimum 120 (One Hundred Twenty) days from Closing Date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	: 60 (Sixty) days from the date of issue of Mobilization Notice.
(x)	Bid Security/EMD Amount	: Not applicable
(xi)	Bid Security/EMD Validity	: Not applicable
(xii)	Amount of Performance Security	: 3% of Annualized Contract value Refer Clause No. 24.0 of Instruction to Bidder (ITB)
(xiii)	Validity of Performance Security	: 90 (Ninety) days beyond the contract period.
(xiv)	Location of job	Assam and Arunachal Pradesh
(xv)	Duration of the Contract	: 03 (Three) years with a provision for extension by 01 (one) year.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	: Refer Clause No. 30.0 of General Conditions of Contract (GCC).
(xvii)	Bids to be addressed to	: GM-Contracts HoD, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xviii)	Pre-Bid conference	: Tentatively in the last week of October. Exact date and venue will be intimated later on.
(xix)	Last Date of receipt of Queries	: 20-10-2021

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally

valid digital certificate **of Class 3 with Organizations Name and Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having **“Organization Name”** field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

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.

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of **“Class 3 with Organizations Name and Encryption Certificate”**, the bid will be rejected.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

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

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

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

3.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in**

OIL's E-Procurement site (Help Documentation). For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

3.4 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

4.0 Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST) (Server Time)** at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

5.0 The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

7.0 Conditional bids are liable to be rejected at the discretion of the Company.

8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

8.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

8.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

8.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.

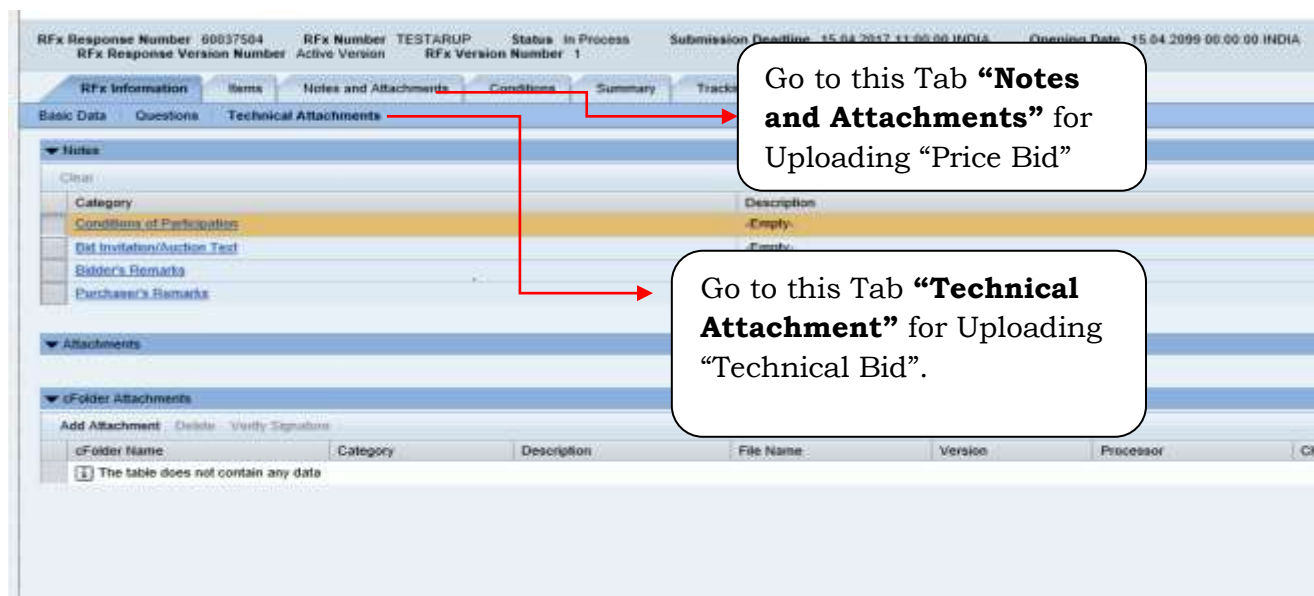
8.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.

8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

9.0 SCREEN SHOTS



On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

Note:

- * 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, first 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.

10.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the on-line field “Total Bid Value” under Tab Page **“RFx Information”** 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' form. At the top, there are tabs: 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFx Response', and 'Close'. Below these, the form displays 'RFx Response Number 60038748' and 'RFx Number'. It also shows 'RFx Owner BHARALI' and 'Total Value 0.00 INR'. The main section has tabs for 'RFx Information', 'Items', and 'Notes and Attachments'. Under 'RFx Information', there are sub-tabs: 'Basic Data', 'Questions', and 'Technical Attachments'. The 'Event Parameters' section includes a 'Currency' dropdown set to 'Indian Rupee', a 'Detailed Price Information' dropdown set to 'No Price', and a 'Terms of Payment' field. A 'Total Bid Value' field is highlighted with a red box. Three callout boxes provide instructions: 'Bidder to select the currency of the Response' points to the 'Currency' dropdown; '“Total Bid Value” is mandatory in “No Price” RFx only' points to the 'Detailed Price Information' dropdown; and '“Total Bid Value” considering all the taxes & duties.' points to the 'Total Bid Value' field.

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 in 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 Bidding Format”.

11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX**.

15.0 PROVISION FOR ACTION IN CASE OF 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.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/ contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.

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

19.0 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:

19.1 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)].

19.2 "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.

19.3 "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

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

19.4.1 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;

19.4.2 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;

19.4.3 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;

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

19.4.5 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.

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

19.6 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.

- 19.7 **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.
- 19.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 8.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 20.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

NABAJYOTI RABHA

Sr. Manager – Contracts (Operations)
For General Manager – Contracts HoD
FOR RESIDENT CHIEF EXECUTIVE

Date: 13.10.2021

INSTRUCTIONS TO BIDDERS**1.0 ELIGIBILITY OF THE BIDDER:**

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

2.0 BID DOCUMENTS:

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

- a) A Tender Forwarding Letter
- b) Instructions to Bidders (ITB)
- c) Bid Evaluation Criteria (BEC)
- d) General Conditions of Contract (GCC) : Part-I
- e) Schedule of Work, Unit, Quantities (SOQ) : Part-II
- f) Special Conditions of Contract (SCC) : Part-III
- g) Schedule of Company's Plants, Materials and Equipments (SCPME):
Part-IV [Not applicable for this Tender]
- h) Safety Measures (SM) : Part-V
- i) Integrity Pact (IP) : Part-VI
- j) Bid Form : Proforma-I
- k) Statement of Non-Compliance : Proforma-II
- l) Authorisation for Attending Bid Opening : Proforma-III
- m) Proforma of Letter of Authority : Proforma-IV
- n) Bid Securing Declaration : Proforma-V
- o) Proforma for E-Remittance : Proforma-VI
- p) Format of Performance Security : Proforma-VII
- q) Agreement Form : Proforma-VIII
- r) Format of Undertaking by Bidders towards submission of authentic information/documents : Proforma-IX
- s) Certificate of Compliance of Financial Criteria : Proforma-X
- t) Estimated CIF value of items at the time of import: Proforma-XI
- u) Proforma of Bank Guarantee towards PP-LC: Proforma - XII
- v) Commercial Check List: Proforma - XIII
- w) Undertaking towards submission of Bank Guarantee: Proforma - XIV
- x) Format for undertaking from TPIA: Proforma - XV
- y) Certificate of Annual Turnover & Net Worth: Proforma - XVI
- z) Format of agreement between bidder and their parent company/ 100% subsidiary company: Proforma - XVII
- aa) Parent company/subsidiary company guarantee: Proforma - XVIII
- bb) Parent/Ultimate Parent/Holding Company's Corporate Guarantee Towards Financial Standing: Proforma - XIX

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification

requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

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

5.0 PREPARATION OF BIDS:

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

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

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

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

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

7.0 BID PRICE:

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

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

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

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

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

10.0 PERIOD OF VALIDITY OF BIDS

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

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

11.0 SIGNING & SUBMISSION OF BIDS:**11.1 Signing of bids:**

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

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

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

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

- 11.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.
- 11.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 11.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

11.2 Submission of bids:

The tender is processed under **Single Stage Two Bid** system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proformas (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

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

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

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

12.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the E-Procurement web page shall decide the submission dead line.

12.3 The documents in physical form as stated in Para 11.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

14.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

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

16.0 BID OPENING AND EVALUATION:

16.1 Company will open the Bids, including submission made pursuant to clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid

Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

- 16.2 In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.
- 16.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date/time will get extended up to the next working day and time.
- 16.4 Bids which have been withdrawn pursuant to clause 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 16.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration and such other details as the Company may consider appropriate.
- 16.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

17.0 OPENING OF PRICED BIDS:

- 17.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 17.2 In case of two bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.
- 17.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 17.4 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

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

18.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.**18.1 Discounts/Rebates:**

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

19.0 CONTACTING THE COMPANY:

- 19.1 Except as otherwise provided in Clause 16.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 16.6.
- 19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

20.0 AWARD OF CONTRACT:

- 20.1 **Award criteria:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

22.0 NOTIFICATION OF AWARD:

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

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

- 23.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.
- b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to

designated account of OIL.

- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.
- ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

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

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

- c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.
 - d. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.
- 23.2 Performance Security shall not accrue any interest during its period of validity or extended validity.
- 23.3 The Bank Guarantee issuing bank branch must ensure the following:
The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
- (i) MT 760/MT 760 COV for issuance of bank guarantee.
 - (ii) MT 760/MT 767 COV for amendment of bank guarantee.

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

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

	Bank Details of Beneficiary	
A	Bank Name	HDFC BANK LTD
B	Branch Name	DULIAJAN
C	Branch Address	Utopia Complex, BOC Jayanagar, Duliajan, Dibrugarh – 786602
D	Banker Account No.	21182320000016
E	Type of Account	Current Account
F	IFSC Code	HDFC0002118
G	MICR Code	786240302
H	SWIFT Code	HDFCINBBCAL

- 23.4 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.
- 23.5 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

24.0 SIGNING OF CONTRACT:

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

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

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

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

26.0 MOBILISATION AND ADVANCE PAYMENT:

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

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

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

27.0 INTEGRITY PACT:

27.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Part-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

- 27.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.
- 27.3 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 Independent External Monitors (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.
- 27.2 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.),
E-mail: sutanu2911@gmail.com
 - b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com
 - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

28.0 LOCAL CONDITIONS:

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

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

Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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

30.0 GOODS AND SERVICES TAX:

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

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

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

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

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

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

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

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

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

- 30.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 30.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 30.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 30.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 30.9 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 30.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 30.11 The Supplier of Goods/Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 30.12 In case the GST rating of bidder on the GST portal/Govt. official website is negative/black listed, then the bid may be rejected by OIL.
- 31.1 In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Purchase preference will be given as per PP-LC policy to Class-I local suppliers only.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a

supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under PP-LC policy]

- 31.2 Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as Proforma-XXII) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

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

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 during the **Pre-Bid Conference** as scheduled against 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.

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

1.0 TECHNICAL EVALUATION CRITERIA: Bidders must meet the following criteria:

1.1 EXPERIENCE:

1.1.1 The Bidder should be a “Directional Drilling with Logging While Drilling” Service Provider having experience of providing **“Similar Services”*** as under to any E&P Company (Companies involved in Exploration & Production of Oil & Gas) during the last seven (7) years preceding to the original bid closing date of this tender:

- (i) The Bidder should have successfully completed at least one (1) such contract of minimum one (1) year duration using MWD/LWD tools.
- (ii) The Bidder should have experience of providing “Similar Services” for each type of well profiles viz., **“J”, “S”, “Vertical”, “Horizontal” and “Multilateral”**, either under a single contract or under multiple contracts in any combinations.
- (iii) The bidder should also have successfully completed minimum 6 (Six) directional wells using MWD/LWD tools in combination or as standalone service, either under a single contract or under multiple contracts.

****“Similar Services”** means, providing collar based MWD & LWD tools including supply of equipment and competent personnel.

Notes to BEC Clause 1.1 above: Bidder must submit necessary documentary evidence as noted below in support of their technical experience mentioned under clause No. 1.1.1 above:

- a. Documentary evidence(s) in the form of relevant pages of the contract(s) executed showing detailed address(es) of client(s), scope of work along with completion certificate(s)/end of well report (EOW report)/project report/project closure report issued by the client(s). Details of documents in compliance of above

should be submitted as part of Technical bid. The same should also be furnished in the prescribed format as per **Annexure-A**.

b. Documentary evidence(s) in the form of work order(s)/end of well report(s)/well completion report(s)/directional survey reports/completion certificate(s)/end of well report (EOW report)/project report/project closure report or any other document(s) in support of the successful completion of the 06 (Six) nos. of Wells using LWD/MWD tool shall have to be submitted in support of the Technical experience criteria [(1.1.1 (iii))]. The same should also be submitted in the prescribed format as per **Annexure-B**.

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

d. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.

e. Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value, as stipulated shall only be treated as acceptable experience.

f. 'Similar Services' executed through 'sub-contracting' shall not be considered for evaluation.

g. 'Similar Services' executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

h. The Bidder must submit an undertaking as part of its technical bid categorically confirming to provide the complete services as described in this Tender. The Scope of Work covered in this tender is not divisible. Hence, Bids submitted for part of the work shall be rejected outright.

1.2 In case a bidder does not have all services on their own, they can have pre-tender tie up only for the services of Jar and Intensifier with another party. However, the lead bidder must have MWD/LWD services of their own.

1.2.1 In case of pre-tender tie-up, the bidder should execute a legally enforceable MOU/Agreement with its supporting party, which should initially remain valid at least for six (6) months beyond the bid validity. The MOU/Agreement should also have a provision for extension of validity to cover the entire period of contract, including extension (if any), in the event of award of contract on the lead bidder. Copies of the pre-tender tie-up for each third-party service mentioned under clause 1.2 above, should be furnished along with the Technical Bid clearly referring to OIL's tender document number & indicating the scope of work for technical partner of the bidder. Notwithstanding the

MOU, bidder shall clearly undertake the single point responsibility of completing the project as offered by the bidder.

1.3 Any party who is extending support by way of entering into Joint Venture/Consortium agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.

2.0 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES: Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.1 & 1.2 of the tender, can also quote under the categories listed below in Clause Nos. 2.1, 2.2, 2.3:

2.1 BID FROM CONSORTIUM OF COMPANIES: In case the bidder is a Consortium of Companies, the following requirement should be satisfied by the bidder:

(a) The leader of the consortium shall satisfy the minimum experience requirement as per Clause No. 1.1.1 (i) above.

(b) Consortium bids shall be submitted with a Memorandum of Understanding among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MOU must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:

(c) MOU/Agreement concluded by the bidder with consortium partners, should 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, including extension, if any. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. The MOU/Agreement should be submitted along with the Technical bid.

(d) Only the leader of the consortium shall register in the E-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.

(e) The performance security shall be in the name of the leader on behalf of the consortium.

(f) 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.

(g) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.

(h) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

(i) OIL may consider direct payment to individual consortium members, provided the consortium, so formed is with sister subsidiary/co-subsidary companies having the same parent/holding company or within the same ultimate parent/holding company and is complied with the terms of the Circular No. 07/2016 dated 07th March, 2016 issued by the Central Board of Direct Taxes (CBDT). Besides, for direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as MoU along with member-wise details of price break-up.

(j) In case of consortium bids, the bid shall be digitally signed by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid.

(k) Documents/details submitted with the bidding document pertaining to qualification of the BIDDER must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.

(l) **Constitution of Consortium:** The members of the consortium should not be more than three. 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.

(m) **Signing of Contract:** In the event of award of contract to the consortium, the contract is to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.

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

(o) 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.

(p) 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 bidder/consortium partner, the MOU/Agreement should be notarized/endorsed by Indian Embassy.

Note: Bidder(s) quoting in collaboration/joint venture partnership/consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately /independently against this tender. All such bids including the partnership bids shall be summarily rejected against the tender.

2.2 BID SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY: Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.2 above can also be considered provided the bidder is a 100% 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 100% subsidiary company (Supporting Company). However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like technical collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed as **PROFORMA-XVII** between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **PROFORMA-XVIII** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

2.3 BID SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY: Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause No. 1.2 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsubsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
- (b) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the technical experience criteria laid down in clause 1.2 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 **PROFORMA-XX**, between them, their ultimate parent/holding company, along with the technical bid.

In the situations mentioned in Clause No. 2.2 and 2.3 above, following conditions are required to be fulfilled/documents to be submitted:

(i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **PROFORMA-XXI**, 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 supporting company 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 performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company 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 non-performance of the contractor.

2.4 Bidders quoting under the categories as mentioned under Clause Nos. 2.1, 2.2 and 2.3 above should provide the respective services including key personnel throughout the duration of 50% of the Contract period during execution of the contract. A declaration as per **PROFORMA-XXII** in this respect to be submitted as part of the technical bid.

3.0 MOBILISATION TIME: Bidders must submit an undertaking confirming their compliance in their “technical” bid to complete mobilization as per the following:

3.1 REGULAR SERVICE: Mobilization of all the 02 (Two) sets of tools, equipment and personnel must be completed within 60 (Sixty days) from date of issue of the 1st mobilization notice. However, each set of Tools & Manpower pertaining to regular Services may be mobilized independently as to be notified by OIL. Offers indicating mobilization time more than 60 days from the date of issuance of mobilization notice for the set of tools(s) will be rejected.

3.2 CALLOUT SERVICES: In case of call out service, 60 days mobilization notice will be issued. Offers indicating mobilization time more than 60 days from the date of issuance of mobilization notice for the call out tool(s) will be rejected.

4.0 FINANCIAL REJECTION CRITERIA:

4.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum **INR 81.39 crores** or **US\$ 10.80 Million** as per the Audited Annual Reports.

4.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".].

4.3 In case of bid from Consortium of Companies as per Clause 2.1, the average annual financial turnover during the last 03 (Three) completed accounting years as on the original bid closing date should be as per Clause 4.1 above, for any member of the Consortium and minimum 50% of the value mentioned under Clause 4.1 above for other members. The net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.

4.4 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) as per Clause 2.2 and 2.3, who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:

- i. Average Annual Turnover of last three accounting years of the parent/ultimate parent/holding company (**supporting company**) shall be as per Clause 4.1 above.
- ii. Net worth of the parent/ultimate parent/holding company (supporting company) should be positive for the accounting year preceding the bid closing date.
- iii. Corporate Guarantee (**PROFORMA-XIX**) on **parent/ultimate parent/holding company's (supporting company)** letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
- iv. Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.

Notes to BEC Clause 4.0 above:

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
 - (i) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
 - OR
 - (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-XVI**.

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

- b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/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 undertaking in support of the same along with their technical bid as per **PROFORMA-X**.

- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder 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 (with Valid UDIN) is to be submitted by the bidder regarding converted figures in equivalent INR or US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.
- f. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 4.0.

5.0 COMMERCIAL EVALUATION CRITERIA:

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

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

5.3 Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.

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

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

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

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

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

5.9 Any Bid containing false statement shall be rejected.

5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid shall be summarily rejected.

5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.

5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:

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

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

6.1 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if there is any

discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.

6.2 The contract shall be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.

6.3 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

6.4 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under PART-IV and the summarized Price Bidding Format (Attached under "Notes and Attachments" tab of OIL's E-Tender portal).

6.5 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.

6.6 Bidders to note the following:

(i) Mobilization charges for each section shall not exceed 1% of the total quoted value of each respective set in the Price Bid format. However, Mobilization charges if quoted in excess of 1% total quoted value for the set, the excess amount shall be paid at the end of the contract.

(ii) De-Mobilization charges for each set should not be less than 1% of the total quoted value of each respective set in the Price Bid format. If De-mobilization is quoted in deficit or less than 1% of total quoted value for the set, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with Demobilization charges.

(iii) Interim Mobilization charges of each set should not exceed 0.5% of total quoted value each respective set in the Price Bid format.

(iv) Interim De-mobilization charges of each section should not exceed 0.5% of total quoted value of each respective section in the Price Bid format.

(v) Standby charges of each tools/equipment (applicable for all sizes) shall not exceed 50% of the quoted operating Unit rate for the respective tools/equipment in the Price Bid.

6.7 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made on the basis of Total Bid Value including GST quoted by each bidder strictly as per the **Price Bid Format**.

Total Estimated Contract Cost for 3 (Three) years including all Taxes & Duties except GST and Basic Customs Duty which shall be extra to OIL's account:

$$T = A1 + B1 + C1 + D1 + E1 + F1 + K1$$

Where,

- T = TOTAL COST OF SERVICES INCLUDING EQUIPMENT, MANPOWER AND SPECIALIZED SERVICES FOR 8.1/2" HOLE SECTION For 03 (Three) Years,
A1 = TOTAL MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
B1 = TOTAL DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
C1 = TOTAL INTERIM DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
D1 = TOTAL INTERIM RE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
E1 = TOTAL OPERATING CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
F1 = TOTAL STANDBY CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
K1 = SPECIALIZED SERVICES FOR 8.5" HOLE SECTION

Notes:

- i) The items mentioned in above clause are to be read in conjunction with Schedule of Rates in PART-IV.
- ii) The quantities mentioned against each item in Schedule of Rate / Price Bid Format are for evaluation purposes only, **payment will be made at actual consumption.**

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

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

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

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

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

6.11 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to the L1 bidder.

6.12 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

6.13 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

6.14 In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

7.0 To submit, safety record summaries for accidents, injuries, damages, near-misses and LTI over the past 2 years, reckoned from Original Bid Closing Date (**Annexure: X**).

8.0 GENERAL:

8.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

8.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

8.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

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

9.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone 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 shall not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

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

documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company shall neither send any reminder nor seek any clarification in this regard from such bidders, and the bid shall be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

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

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

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

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

➤ **General Requirement:**

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

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

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

➤ **Technical Criteria**

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

➤ **Financial Criteria**

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

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

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

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

11.0 PURCHASE PREFERENCE CLAUSE for MSE:

11.1 Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16th June, 2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June 2020 shall continue to be valid only for period up to the 31st day of December, 2021.

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

11.3 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.

11.4 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:

i. Udyam Registration Number with Udyam Registration Certificate.

Or

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

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

11.5 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 requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium should be the 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.

12.0 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP-LC):
Purchase preference policy-linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. [copy of the **notification is enclosed as Exhibit-I**]. 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.

12.1 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. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.**

12.2 Bidders seeking PP-LC benefit against this tender shall have to mandatorily meet the following at the bidding stage:

- (a) The bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded (format enclosed).
- (c) 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.

12.3 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.

12.4 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.

12.5 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'.

12.6 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.

NOTE:

1) IF ANY BIDDER WANTS TO AVAIL/CLAIM THE BENEFIT UNDER PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP-LC) OR MSE, THE BIDDER SHOULD CATEGORICALLY MENTION UNDER WHICH CATEGORY THEY WANT TO AVAIL, IN THEIR BID.

2) THE TENDER'S SCOPE IS NOT SPLITABLE.

13.0 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.

GENERAL CONDITIONS OF CONTRACT (GCC)**1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

in accordance with English language.

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

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting 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 authorisation from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety 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 Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

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

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

10.0 PERFORMANCE SECURITY:

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

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

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

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

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

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

from the bankers as specified above.

- 10.5** The Performance Security shall be denominated in the currency of the contract.
- 10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

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

amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

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

12.3 Taxes:

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

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

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

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

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

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

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

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

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents

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

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

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

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

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

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

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

12.4 Goods and Services Tax:

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

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

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

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

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

of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

- 12.4.4** The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.
- 12.4.5** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 12.4.6** Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8** Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10** The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

- 12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2** In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1** CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs

Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

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

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

14.0 INSURANCE:

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

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

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

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

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

14.5 Certificate of Insurance:

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

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy

- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

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

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

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

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

14.9 Principal Assured:

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

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is
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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 there under.

- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

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

under this Contract.

- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause 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 Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or

to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

- 23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.
- 23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 26.1** CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:
- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
 - b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of

competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

- 26.2** CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3** Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the

validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

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

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

- 27.12** CONTRACTOR shall maintain complete and correct records of all information on

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

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

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

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

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

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 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, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

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

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

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

34.0 APPLICABLE LAWS:

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

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

and exclusive jurisdiction of above Courts.

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

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

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions 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 anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:**42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):**

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

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

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 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 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

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

44.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and /or obligations under this Contract and/or the

CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, 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.

SCOPE OF WORK (SOW) / TERMS OF REFERENCE (TOR)**1.0 GENERAL INFORMATION****1.1. INTRODUCTION**

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 Field Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport at Dibrugarh, about 45 km away.

1.2. NAME OF THE SERVICE

Hiring of 02(Two) Sets of Independent 8½"LWD Services which includes Equipment and Personnel for Drilling Location on regular and call out basis for a period of 03 (three) years extendable by one (01) year in the state of Assam & Arunachal Pradesh.

1.3. SCOPE OF SECTION

This section establishes the scope and schedule of the work to be performed by the Contractor and describes the specifications, instructions, standards and other documents including the specifications for any materials, tools or equipment, which the Contractor shall satisfy or adhere to in the performance of the work.

1.4. DEFINITION OF WORK

Oil India Limited (OIL) intends to hire “Independent 8½"LWD Services” for its Drilling Operations which includes the following:

(i) REGULAR SERVICE

Two (02) nos. of LWD string comprising of MWD (Measurement while drilling) with gamma tools+ Resistivity (Induction) + Annular pressure & Temperature tool+ Neutron porosity & Azimuthal Density Imaging & Calliper (Acoustic) + Sonic while Drilling+ Jar & Intensifier along with MWD/LWD Surface Unit for 8½" hole section.

(ii) CALLOUT SERVICES

Additionally, 01 set each of following tools/services for 8.5” hole section will be kept under call out service

- (a) Resistivity (Latero type)
- (b) Formation Pressure While Drilling
- (c) Nuclear Magnetic Resonance
- (d) High Resolution Resistivity Imaging (Latero type)
- (e) Log Interpretation Service

1.5. MANPOWER

The successful contractor shall provide the aforesaid services along with Manpower as per scope of work.

1.6. BRIEF BACKGROUND OF THE SERVICES

In the recent past the drilling activities in the MPA has been full of challenges due to its inherent predicative behaviour with increase in downhole

complications. The major reasons of downhole complications in the recently drilled wells shows an increasing trend due to ever increasing nature of downhole challenges pertaining to deeper depths, larger displacements, geologically challenging reservoirs with limited sub-surface information. Exploring newer areas and exploiting the developed fields for augmentation and sustainable production are the key area of focus for the company.

Due to increased number of downhole complications pertaining to hole instability, the post drilling wireline services in many of the S-Profile wells have encountered problems in the vertical portions. Also, it has to be mentioned herein that in J-Profile wells where the post drilling wireline logs could not be taken due to deteriorating hole conditions, it is of paramount importance to carry out post drilling LWD logs through the wiping and reaming process.

1.7. BRIEF DISCRIPTION OF PLACE OF ENGAGEMENT**1.8. AREA OF OPERATION**

- (i) The area of operation as planned for this contract shall be in Assam and Arunachal Pradesh of India.

The following information is for general guidelines to the bidders. Company is not responsible for any deviation of figures being spelt out or met with for reason beyond their control.

- (a) Maximum width of the well site approach road = 3.66 m
- (b) Turning Radius = 15m (Generally), 12 m (exceptionally)
- (c) Max allowable unit load inclusive of fare weight for class AA loading = 50 tons
- (d) Maximum overhead clearance = 4.25 m
- (e) Highest recorded wind velocity in Assam = 80 km/hour
- (f) Max. recorded ambient temp = 45 deg. Celsius
- (g) Min. recorded ambient temp.= 5 deg. Celsius
- (h) Weather Pattern: Frequent rains from May/June to September/ October and Occasional during the remaining period
- (i) Nature of topsoil: Usually clay/Alluvium/ Unconsolidated
- (j) Source of water - Through shallow bore wells. Usually available at well Site. Otherwise, from bore well situated at convenient Locations. Depth of bore well 15/50m.
- (k) Average annual rainfall: 250 / 300 cm
- (l) Humidity - max. 98%
- (m) Allowable axle load rating of weakest section of road # 12 Tons
- (n) The approximate well plinth area is 8000 - 9000 sq. m.
- (o) The content of solid effluent may be sand, shale, clay, coal, silt, mudstone, sandstone and other minerals/
- (p) The approximate volume of solid effluent may be up to 80 cubic mtr during drilling of upper section of the hole.

1.9. GEOLOGY & RESERVOIR INFORMATION

Geological and reservoir information of the few fields where the proposed LWD services shall be put into operation are furnished below. However, the Services may be deployed also in fields other than the below mentioned ones at the discretion of OIL.

(i) MAKUM AND NORTH-HAPJAN (BARAIL 4TH+5TH SAND)**a. FORMATION**

Barailfluvio-deltaic clastic sediments of Oligocene age (Tertiary)

b. LITHOLOGY

The reservoir is located in the arenaceous section of the Barail Formation which consists predominantly of sandstones with minor laterally impersistent shale interbeds and is overlain by an argillaceous section (about 100m).

c. RESERVOIR PRESSURE

- **INITIAL** 265.5 ksc at 2544.56 m SS (2636 m bd, Datum: 91.445 m asl)
- **CURRENT** 255 ksc at 2544.56 m SS (2636 m bd, Datum: 91.445 m asl)

d. OTHERS

- Bottom hole temperature = 72-102° C Pore Pressure: In the sedimentary column above the target reservoir is hydrostatic.
- Average depth to reservoir = 2546.1 m SS (2637.5 mbd, Datum: 91.44 masl)
- Original oil-water contact = 2568.6 m SS (2660.0 m bd, Datum: 91.44 masl)
- Original gas-oil contact = 2523.6 m SS (2615.0 m bd, Datum: 91.44 m asl)
- Net thickness of oil zone expected to be encountered: 25m (approx)
- Presence of gas cap encountered in the crestal part of the structure. (Not tested)
- Weighted average porosity = (Makum -25%, North Hapjan -20%).
- Average ground level elevation = 125 m asl
- Stratigraphic column encountered in the area: As given below

e. HORIZON, AGE, LITHOLOGY AND THICKNESS**Table (1): Horizon, Age, Lithology and Thickness (Indicative)**

FORMATION	AREAS/DEPTH(M)TVD						
	BARIKURI	BAGHJAN	TENGA-KHAT	CHAB-UA	HATIALI	NORTH CHANDMA RI	SHALM-ARI
GIRUJAN (Clay/Subor din Sandstone)	Absent	Absent	1700	20	1820	20	1703
TIPAM (Sandstone/ Shale)	2003	2144	1780	1720	1850	2080	2326
BARAIL (Mud stone/Shale)	2664	2401	2285	2165	2380	2650	3096
KOPILI (Splintery shale/Sand)	3293	3178	2900	2820	2890	3320	3668
PRANG (Limestone /Shale)	3530	3541	3310	3250	3290	3560	4244
NARPUH (Sandstone/ Shale/ Silt stone)	3587	3632	3390	3320	3360	3620	4316
LK+Th	3720	3720	3460	3400	3440	3740	4386

(Shale/ Sand stone / Whitish Clay)							
LANGPAR (Shale/Coal/ Sandstone)	3878	3847		3520	3550	3910	4526
BASEMENT	3943	3898		3600	3600	3950	4594

Sl No	HORIZON	AGE	LITHOLOGY	THICKNESS
1	Alluvium	Pleistocene to Recent	Medium to coarse grained unconsolidated sands with occasional bands of clay	1825 Mtrs
2	Girujan	Pliocene	Red and green mottled clay with bands of fine-grained sandstone Buff	150 Mtrs
3	Tipam	Miocene	Medium grained sandstone with bands of bluish grey to bluish shale	550 Mtrs
4	Barail	Argillaceous Oligocene	Mainly mudstone and occasional fine grained argillaceous sandstone with thin bands of carbonaceous shale and coal	120 Mtrs
5	Barail	Arenaceous	mainly consists of sandstone interbedded with streaks of laterally impersistant shales	650 Mtrs
6	Eocene	Kopili	Splintery shale/Sand	3668Mtrs
		Prang	Limestone /Shale	4244Mtrs
		Narphu	Sandstone/Shale/ Silt stone	4316Mtrs
		Lakadong Therria	Shale/Sandstone/ Whitish Clay	4386Mtrs
		Langpar	Shale/Coal/Sandstone	4526Mtrs
		Basement		4594Mtrs

(ii) BAREKURI FIELD

The hydrocarbon prospects of the Barekuri field are confined to Paleocene/Lower Eocene and average depth of the reservoir is around 3740 m below MSL. So far, OIL has drilled nine wells in this structure of which 8 are oil producers and the current rate of production is approximately 1000 m³/day with very negligible water cut. The initial reservoir pressure is 428.5 kg/cm² and the current reservoir pressure is around 428.0 kg/cm²

(iii) BAGHJAN FIELD

The main multi-stacked hydrocarbon bearing horizons are confined to the Palaeocene / Lower Eocene sandstone reservoirs. So far, drilling has been completed in 12 wells in the Baghjan structure. The reservoir pressure was found to be around 422.6 Ksc which is 50 Ksc above hydrostatic. The depth to Basement in the Baghjan area is around 3910 m below MSL and average depth

of the reservoir is around 3700 - 3800 m below MSL. The area has been covered by 3D seismic survey.

(iv) DEOHAL-LAHOI STRUCTURE

The Deohal-Laholi structures at the Barail level is a composite faulted anticlinal structure which is compartmentalized into three fault blocks viz. Lohali, Deohal and East Deohal by two north-south trending faults and is bounded by a common major EW to ENE-WSW trending fault towards the south.

The Deohal and the East Deohal blocks are the central and eastern fault blocks of the area with an aerial extent of around 19 sq km at Barail Third Sand level. The Barail Third Sand is the primary reservoir within the Barail formation of the area and has been established as NAG reservoir. The average depth of the reservoir is around 2600m below MSL. A total of 7 wells have been drilled in this area but only 2 wells were completed as gas producer in Barail Third Sand. Currently only one well is producing gas @ 0.1 MMSCMD. The initial reservoir pressure was 250.7 kg/cm² and the current reservoir pressure is around 240 kg/cm².

1.10. PROJECTION PARAMETERS

Reference spheroid for local projection : WGS 84

Projection system : Lambert Tangential.

1.11. DRILLING OPERATIONS

Drilling Services Department is fully committed to achieve the organizational goals and the whole work force engaged as a team with dedication in carrying out the following operations/ tasks to fulfil the targeted objectives.

- (i) Drilling of Exploratory & Development wells.
- (ii) Drilling of Water Disposal wells.

The challenges range from drilling shallow wells to deep Eocene wells, sub normal to abnormally high pressure & temperature wells, development of ranked wildcat wells, wells having straight, directional & horizontal trajectories are drilled having high displacement profile.

(i) CURRENT STATUS IN-HOUSE DRILLING RIG OF DRILLING SERVICES

Drilling Services of OIL has owned 11 nos. drilling rigs are in operation where 08 Nos of Drilling Rigs are running with In-house crew and 04 nos. of MMC Rigs along with 06 numbers of chartered hired rigs are in operation.

Table (2): General information of Drilling Rigs (As on 15.07.2021)

Sl No	Make	Model	Capacity(HP)	No of Rigs
1	VFD	E2000	2000	02
2	BHEL (AC-SCR)	E3000	3000	01
3	BHEL (AC-SCR)	E2000	2000	01

4	BHEL (AC-SCR)	E1400	1400	06
5	DRILLMEC, ITALY	MR 6000	550	01
6	CHARTERED HIRED		2000	06

(ii) DESCRIPTION OF DRILLING WELL

Independent 8½" LWD service will be deployed in drilling well having depth of around 3000-6000 meter with 26" top hole section and 8½" reservoir section. Drilling location may be one with one well or cluster of wells. Profiles of wells are vertical or directional with "J", "S", and "Horizontal" profile. Multilateral drilling with several lateral drain holes from one mother well is also in planning stage. Standard/tentative sectional target for a well with depth of 4500 meter is as follows:

Table (3): Standard/tentative sectional target for a well with depth of 5000 meter

TABLE NO. 3

Sl No	Hole Size (inches)	Sectional Target
1	26	250
2	17½	250-2300
3	12¼	2300-4300
4	8½	4300-5000

Note: However, above is only a general illustration, hole size and sectional may differ depending upon well design and geology respectively.

2.0 MOBILISATION AND KICK OFF MEETING

- (i) Mobilization of equipment and manpower as per above requirement to a place as advised by OIL, Assam.
- (ii) The Service provider should be available for Kick off meeting at Duliajan, Assam within 30 days from the date of issue of Letter of Award (LOA).
- (iii) The kick-off meeting may be conducted as physical or virtual as per discretion of OIL's management.

3.0 SERVICE REQUIREMENT AND DELEVERABLES REGULAR SERVICE

Two (02) nos. of LWD string comprising of MWD (Measurement while drilling) with gamma tools+ Resistivity (Induction) + annular pressure & Temperature tool+ Neutron porosity & Azimuthal Density Imaging & Calliper (Acoustic) + Sonic while Drilling+ Jar & Intensifier along with MWD/LWD Surface Unit for 8½" hole section.

(iii) MWD/LWD PRE-JOB PLANNING AND POST LOGGING CLOSING**(iv) MWD/LWD SURFACE UNIT & DATA TRANSMISSION SYSTEM****(v) MEASUREMENT WHILE DRILLING/LWD MEASUREMENTS****(vi) JAR/INTENSIFIER****(vii) STRING STABILIZER****3.1 MWD/LWD PRE-JOB PLANNING AND POST LOGGING CLOSING**

Contractor shall assign one Geo-science personnel at Duliajan base, who will be a liaison officer with in-house G&G team in terms of relevant data gathering and detailed planning of the proposed LWD job. The personnel will be responsible for matters related to various logs interpretation | processing | assumptions | clarification on post logging report submission etc. Pre-job planning and post log closing should include minimum of the following:

- (i) A **MWD/LWD** Program should contain
 - (a) Document Control (approval/ Distribution List/revision history etc)
 - (b) Well Data Summary
 - (c) Job Objectives and Acceptance Criteria
 - (d) Design and Special Considerations (Design Criteria vs. Job Objectives)
 - (e) Recommendations
 - (f) Pre-Job Requirements
 - (g) Job Procedure
 - (h) HSE Procedure
 - (i) Contingency Plans
- (ii) Post logging Report as per SoW.

Note:

The topics shown under MWD/LWD Program are indicative only which are subjected to change or modification as per OIL's requirement.

3.2 MWD/LWD SURFACE UNIT & DATA TRANSMISSION SYSTEM

- (i) Each set of MWD/LWD set should be provided with individual Surface Unit
- (ii) Record data like angle, azimuth and tool face and transmit it to surface with rig floor display. System should have features for dynamic tool face recording when drilling with motors.
- (iii) Surface Unit should have the facility for online surface recording system capable for running MWD / LWD services in 8 ½" hole section with all accessories like signal pressure transducers, precision depth assembly and MWD/LWD logs including TVD logs in real time.
- (iv) Data should be recorded both in real-time as well in memory mode. System should be able to provide raw as well as processed data. Data to be provided in electronic media (PDF, LASS and standard industry format like DLIS / CLIS) in CD / DVD. System to have capability to retrieve data in memory mode at the site.
- (v) Unit should have provision for data compression feature and security protection as per prevalent Oil Industry standards.
- (vi) System should have colour printing/ plotting facility both at base office as well as at site. Internet connectivity to be provided by the Contractor for data transmission. Hardware and software facilities required for real time data transmission from wellsite to designated office locations should be made available by the Contractor. The rate of data transmission should be fast enough for real time analysis by the respective OIL representatives from OIL's office.
- (vii) The Contractor should arrange for state-of-the-art portable VSAT & Antenna at the wellsite (wherever service is deployed) for real time data transmission to OIL's base for uninterrupted data transmission.

- (viii) In the event of fault and failure of equipment & software (pertaining to real time data transmission) hired from the CONTRACTOR, their personnel should be available for attending rectification of the problem within 24 hours of detection of the problem.

Note: If the contractor fails to resolve the data transmission issue within the stipulated 24 hours, OIL will deduct 5% of the ODR rate of the particular set beyond 24 hours till resolution of the data transmission issue to the satisfaction of OIL. (Refer to Schedule of Penalty in Special Condition of the Contract)

- (ix) Each Surface Unit should be supplied with all necessary electrical apparatus/computers/printers and other accessories including air conditioners which must be of FLP type and should be suitable for use in hazardous area of zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007 as per clause No.: 107 of OMR-2017. The bunk house should come with at least 150 m 3-Phase Power cable.
- (x) Real time data Monitoring Services at rig site as well as at Company's base office in Duliajan for 24x7 monitoring of Drilling Operation to be provided both in desktop version and in mobile app. All logs of MWD/LWD tools along with drilling parameters i.e. ROP, Temp, ECD, Survey, WOB, SPP, Depth, Hook load curve etc. should be available in the system. No additional charges will be payable for this.
- (xi) One 32" High resolution LED monitor with requisite printers and other accessories to be provided at each designated locations in OIL's offices as per scope of work for real time data receiving and analysis. The system should be able to receive and display real time data from multiple locations wherein both the sets of LWD are deployed. OIL is going to provide only the Internet facilities for the same. (Requirement 2 sets).
- (xii) Contractor has to sign a confidentiality and non-disclosure agreement as per the format enclosed. (Proforma-J)

3.2.1 Collar based MWD / LWD tools (Compatible with Rotary BHA) with Positive Mud Pulse Telemetry system shall be provided under this service. The Contractor should categorically confirm to this effect.

3.2.2 OIL may decide to run the LWD/MWD suite along with SDMM of any other contractor (working under existing OIL contract) if felt required operationally. The contractor should provide all necessary tools/equipment in this regard to facilitate the operation and categorically confirm the same. The MWD/LWD Engineers shall co-ordinate and give requisite support to the Directional Engineers of the other service provider for smooth operation.

3.2.3 All MWD/LWD tools along with Jar & Intensifier deployed under the service should comply with the followings:

- (i) All downhole tools including surface unit must be of recent version. These tools should either be new or in case of refurbished tools- the refurbishment should not be more than 06(Six) months old. Contractor must submit relevant documents of the tools in this respect as documentary evidence before mobilization of the tools. However, in case of brand-new tools, the same will not be applicable.
- (ii) In addition to the above, Contractor must submit maintenance schedule and certificates against all tools as per Contractor's policy before mobilization of the

tools under the Contract. This will be scrutinized by OIL and Contractor to confirm the same.

- (iii) Note: Part no. / Identification no. must be noted in the maintenance records
- (iv) The Contractor should provide the technical literature/catalogue for all the offered tools along with the submitted bids. However, the contractor may have to re-submit the same to the concerned user section during initial/ re-mobilization (if asked for).
- (v) The Contractor shall provide Calibration certificate of MWD & LWD tool before mobilization showing Inclination, Azimuth, Tool face & Dip angle accuracies as applicable. Calibration certificates for accuracy of Measurement should not be more than 02 (two) months old. In case of calibration certificates which are of 01 (One) year validity, the same will not be applicable. Contractor needs to confirm the same.
- (vi) MWD/LWD/Jar/Intensifier tool provided by the Contractor shall be supported with spares and service during the duration of the Contract.
- (vii) Contractor would provide relevant test certificates for the drilling jar/intensifier. A test certificate has to be provided during mobilization. However, the contractor, if asked for, should be able to submit the relevant certificates during subsequent replacement/refurbishment.
- (viii) All tools/equipment and consumables deployed by the Contractor should meet OIL's specified requirement.
- (ix) MWD / LWD initially mobilized by the Contractor and any replacement thereof should be accompanied by Calibration sheets, approved by Contractors QA/QC engineers / TPI. Contractors to confirm the same.

3.3 MWD/LWD FOR 8½" HOLE SECTION

- (i) MWD/LWD services consisting of real time directional, Gamma, Resistivity, density (four quadrants), neutron porosity, annulus Pressure, annulus Temperature, sonic while drilling, calliper along with all call out tools should have two way communication system i.e. real time up link and down link facility with mud pulse telemetry.
- (ii) The contractor shall provide one complete set of MWD (Measurement While Drilling) System. MWD tools should be collar specific, i.e., for different collar sizes, outside diameter of sensors are different except of directional sensor. The bore must be empty with no probe except for the directional part. Mud must be able to pass through the inserts (i.e., Battery pack, Gamma pack, Electronics, etc.) at respective flow rates. MWD tools with same size of probe fixed mechanically (fixed collar/collar mounted) for different collar sizes are not to be considered as collar-based tools. Probe based tools are not acceptable.
- (iii) One set of tools & equipment shall consist of one surface unit along with 02 nos. each of all the quoted MWD/LWD tools, Jar and Intensifier for 8.1/2" hole size. Any additional requirements to run the tools (e.g.: NMDC, UBHO, Float subs, pulsars etc) should also be having one main and one additional in working conditions. Additionally CONTRACTOR has to bring sufficient back up tools for uninterrupted operations so as to ensure un-interrupted drilling activity considering logistic constraints in the Northeast. Servicing of tools will be allowed at no workload period.

3.4 MEASUREMENT WHILE DRILLING

(As per Annexure J)

- (i) Temp rating: 300 deg F or more
- (ii) Pressure rating: 18000 PSI or more
- (iii) Measurement while drilling package should consists of Inclination, Direction and API quality continuous gamma ray measurement recorded both in real as well as memory mode.
- (iv) MWD system should be based on positive pulse, mud telemetry for drilling in 8.5" hole section
- (v) The MWD system should include the Directional Display Unit/Rig floor display at the derrick floor to check the SDMM tool face as and when required by OIL.
- (vi) Directional Survey response time should be less than 120 secs.
- (vii) The system should consist of pulsar, electronic sensors, power source for transmitting and recording down hole data in real time with tool face update every 20 seconds or less. Data also is to be recorded while pulling out by back reaming / with pumps-on.
- (viii) Mud flow rate: 400-600gpm and above
- (ix) Data transmission rate should be 5bits/sec or more and the system should be able to transmit data of various tools quoted in the tender without distortion
- (x) Data Density should be minimum 2data/ft in real time and minimum 6 data/ft in memory mode
- (xi) Measurement accuracy: TF+/- 3.0 deg, Az +/- 1.5 deg, INC +/- 0.2deg or better
- (xii) MTF/GTF programmable at surface
- (xiii) Should be compatible with the entire range of LWD tools within the scope of the contract

3.5 LWD MEASUREMENTS

Resistivity, Gamma ray, density, neutron porosity, sonic while drilling along with all other callout items under the scope of the contract for 8½" hole size should be combinable & compatible with MWD and other LWD equipment. The provision of real time data transmission should exist. Data is also to be recorded in memory mode as well. Data also is to be recorded while running in/ reaming/pulling out by back reaming with pump-on/off mode.

Note:

- a) **The Memory Capacity for each downhole LWD tools should be able to sustain drilling activity for not less than 300 circulating hours at highest quality of data capturing.**

However, breakdown of any tool beyond 300 circulating hours will attract Zero rate if prior intimation for replacement of the tools are not informed by the contractor.

3.5.1 GAMMA RAY MEASUREMENT (As per Annexure M)

- (i) Temp rating: 300 deg F or more
- (ii) Pressure rating: 18000 PSI or more
- (iii) Sampling Rate: minimum 6 sample/feet in memory mode
- (iv) Gamma ray logging should be compatible and combinable with other LWD tools
- (v) Gamma Ray Range: 0-250 API or more

3.5.2 RESISTIVITY MEASUREMENT (INDUCTION TYPE) (As per Annexure M)

- (i) Temp rating: 300 deg F or more

- (ii) Pressure rating: 18000 PSI or more
- (iii) Sampling Rate: minimum 6 sample/feet in memory mode
- (iv) To be recorded in Multiple frequencies and in multiple depth of investigations
- (v) Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation
- (vi) True resistivity (Rt) data.
- (vii) Resistivity measurement: 0.2 to 2000 Ohm-m
- (viii) Invasion Profile from curve separations
- (ix) Resistivity logging should be compatible and combinable with other LWD tools

3.5.3 NEUTRON, AZIMUTHAL DENSITY & IMAGING WITH CALLIPER (ACOUSTIC)

(As per Annexure O)

- (i) Temp rating: 300 deg F or more
- (ii) Pressure rating: 18000 PSI or more
- (iii) Azimuthal Density Range = 1.0 to 3.10 gm/ cc
- (iv) P_e = 1 to 20 units
- (v) Neutron porosity = 0 to 60 P.U.
- (vi) Azimuthal density from four quadrant and images are to be provided as per the operational requirement with 16 BINS/ 16 Sectors measurement and real time transmission at a rate of 4 BINS/ 4 Sectors or more.
- (vii) Ultrasonic/ Density derived calliper log to be provided

3.5.4 ANNULUS PRESSURE & ANNULUS TEMPERATURE WHILE DRILLING

(As per Annexure N)

- (i) Temp rating: 300 deg F or more
- (ii) Pressure rating: 18000 PSI or more
- (iii) Pressure sensor to identify ECD(Equivalent Circulating Density) and ESD(Equivalent Static Density)
- (iv) APWD pressure and temperature resolution should be 5 psi or less and 1.2 deg. C or less respectively
- (v) Should be able to provide measurements in both OFF and ON conditions of the pumps
- (vi) Should be able to take min and max pressure measurements during LOT with facilities for multiple pressure measurements
- (vii) APWD tool should be combinable or integrated part of MWD & Induction resistivity tools with flexibility for detaching pressure sensors as per operational requirement. Separate rates are to be quoted for the APWD tool. (Bidder to confirm whether APWD is independent or integrated with resistivity tool.)
- (viii) If integrated with resistivity/MWD, the CIF value of APWD portion only to be quoted in **Proforma-A**.

3.5.5 SONIC WHILE DRILLING (As per Annexure R)

- (i) Temp rating: 300 deg F or more
- (ii) Pressure rating: 18000 PSI or more
- (iii) Sampling Rate: minimum 6 sample/feet in memory mode
- (iv) Tool should be capable of monopole/multipole excitation mode to deliver real-time delta-T compressional and interval transit time.

- (v) Tool should be able to provide formation shear slowness (ΔT) where mud velocities are slower than formation shear arrival.
- (vi) Tool should be able to record complete waveform in memory mode for post logging processing and interpretation to extract Δt compressional, shear, stoneley, maximum and minimum stress direction etc.
- (vii) Tool should be able to transmit a quality factor in real-time (coherence).
- (viii) Tool should be able to detect top of cement in real/ memory processed data.
- (ix) Multiple modes of acquisition: monopole, dipole, quadruplets for comprehensive acoustic interpretation. Programmable at surface.
- (x) Ultrasonic callipers for accurate borehole measurement
- (xi) Wide Band receivers to minimize drilling noise

DATA DELIVERABLES

- (i) Real time/Memory mode Compressional, Shear and Stonely slowness with integrated travel time, V_p/V_s .
- (ii) Geo-mechanical properties viz. Young, shear and bulk modulus, Poisson's ratio, etc.
- (iii) Rock Mechanical property determination
- (iv) Gas zone detection
- (v) Top of Cement determination
- (vi) Acoustic porosity
- (vii) Permeability from Stonely
- (viii) Evaluation of formation anisotropy around borehole, anisotropy map.
- (ix) Borehole stability analysis and prediction of safe mud window.
- (x) The Post-processed detailed logs/report with necessary data interpretation with respect to other LWD/wireline logs (if asked for) should be submitted within 72 hours of acquisition to OIL's G&G team.

3.6 SERVICE REQUIREMENT OF CALLOUT SERVICE PACKAGE**3.6.1 RESISTIVITY (LATERO TYPE) (As per Annexure -S)**

- (i) Temp rating: 300 deg F or more
- (ii) Pressure rating: 18000 PSI or more
- (iii) Should provide multiple resistivity (minimum 3) at multiple depth of investigation.
- (iv) Resistivity measurement: 0.2 to 2000 Ohm-m minimum.
- (v) Must provide resistivity images in real time and allow Dip computations through these images in water-based mud.
- (vi) True resistivity (R_t) data.
- (vii) Resistivity should be right at the bit by using bit as an electrode also.
- (viii) Resistivity logging should be compatible and combinable with other MWD and LWD tools

3.6.2 FORMATION PRESSURE WHILE DRILLING (As per Annexure P)

- (i) Temp rating: 300 deg F or more
- (ii) Pressure rating: 18000 PSI or more
- (iii) Should be combinable with other LWD tools
- (iv) Probe based formation pressure measurements
- (v) Tool orientation should be detected from the surface.

- (vi) Should be able to carry out measurement irrespective of the tool orientation
- (vii) Tool Stabilizers should be an integral part i.e no clamps on
- (viii) Should have both MWD turbine and battery power source for both pumps on/off condition

DATA DELIVERABLES

Post Processing of Pressure test data for

- (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.
- (ii) A comprehensive Interpretation Report has to be submitted by the service provider within 72 hours of completion of data collection and retrieval of tool at surface.

3.6.3 NUCLEAR MAGNETIC RESONANCE (As per Annexure T)

- (i) Temp rating: 300 deg F or more
- (ii) Pressure rating: 18000 PSI or more

Tool should provide:

- a) Mineral independent porosity
- b) Lithology independent porosity
- c) Permeability Analysis
- d) Bound fluid volume and free fluid volume in real time and in recorded mode
- e) Identification of moveable fluid type
 - Shell diameter 12 inches or more
 - Vertical resolution: 4 ft or less at 100ft/hr ROP
 - Porosity accuracy +/- 1pu or ± 5% whichever is greater
 - Tool should be combinable with other 8 ½" hole size LWD Tools. Also after post-processed should be able to combine with other LWD/wireline information for complete petro physical analysis

DATA DELIVERABLES (POST PROCESSED DATA)

- (i) Real time data transmission to surface
- (ii) Rust log print of memory data within 24 hrs of memory data collection
- (iii) Post processing of data with detailed report should include-
- (iv) Determination of total and effective porosity, capillary, bound and free fluid volume, pore size distribution, permeability estimation
- (v) Hydrocarbon typing and quantification
- (vi) Continuous saturation profiling
- (vii) All answer products relevant to acquisition mode, such as saturation profiling, high resolution processing, T1-T2 profiling, fluid characterization and multi-depth magnetic resonance output
- (viii) The Post-processed detailed logs/report with necessary data interpretation with respect to other LWD/wireline logs (if asked for) should be submitted within 72hours of acquisition to OIL's G&G team.

3.6.4 HIGH RESOLUTION RESISTIVITY IMAGING (LATERO TYPE) (As per Annexure U)

- (i) Temp rating: 300 deg F or more

- (ii) Pressure rating: 18000 PSI or more
- (iii) Should acquire micro resistivity measurements around the circumference of the borehole during the rotation of the BHA
- (iv) Highly focused measurements even while drilling with highly conductive, salt-saturated muds
- (v) The real-time transmission of compressed images
- (vi) Highly accurate, fast processing of magnetometer data provides precise tool face measurements
- (vii) High resolution imaging
- (viii) Identification of small scale structural/geological & sedimentary features
- (ix) Combinable with all quoted LWD tools for 8.5" hole

DATA DELIVERABLES (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

3.6.5 LOG INTERPRETATION SERVICE (CALLOUT)

- (i) OIL at its discretion may asked for a complete well Interpretation service at select locations wherein all the Basic logs needs to be processed, interpreted and submitted along with detailed Petro physical analysis report. The Petro-physical analysis should also incorporate the interpreted output of all the advanced logs taken during the course of operation in the well.
- (ii) Basic log Interpretation (probabilistic method viz. ULTRA or ELAN or equivalent software) for lithology/ mineralogy, effective & total porosity, permeability, fluid saturation & fluid type from log data acquired by the Contractor or by a third party including OIL's in-house logging services for the particular well.

LOG CONDITIONING AND CORRECTIONS SERVICE

- (i) "Log Quality Check and Log Corrections (density and sonic logs) for bad zones/missing parts using industry standard Rock Physics tool/methods for data acquired by the Contractor or by third-party including OIL's in-house logging services for the particular well.
- (ii) A comprehensive Interpretation Report mentioning the workflow/corrections/assumptions and parameters used during interpretation have to be submitted.
- (iii) In order to provide the processed/interpreted data within limited time for taking quick decision, contractor should have a log data processing/interpretation centre in India capable of processing/interpreting all the LWD logs recorded

under the contract along with other datasets taken by a third-party including OIL's in-house logging services along with data processing and interpretation Engineer/Geoscientist with sufficient experience.

- (iv) A MoU with Non-Disclosure Agreement (NDA) legally enforceable registered Stamped Paper to be submitted either at the time bid or after the award of LOA. (Proforma-J)

3.7 DRILLING JAR (SPECIFICATION) (As per Annexure K)

The contractor has to provide drilling Jar as per the specification given below.

- (i) Temp rating: 375 deg F or more
- (ii) Pressure rating: 20000 PSI or more
- (iii) Double Acting Jar of hydraulic or hydro-mechanical from approved list
- (iv) Size: 6.1/4"/6.1/2"/6.3/4"
- (v) Length (Maximum): 30 feet (± 3 feet)
- (vi) ID (Minimum): 2½" / 2¾" ID
- (vii) Torsional Yield: Not less than 50,000 ft-lbs
- (viii) Jar Up-stroke minimum: 160000- 175000 pounds
- (ix) Jar Down-stroke minimum: 37600-175000 pounds
- (x) Stroke Length (Up & Down): 12" Minimum
- (xi) Tensile Yield: 730,000 Lbs.
- (xii) Tool Joint: 4.1/2" IF

3.8 JAR INTENSIFIER (SPECIFICATION) (As per Annexure L)

The contractor has to provide drilling Jar Intensifier as per the specification given below.

- (i) Temp rating: 375 deg F or more
- (ii) Pressure rating: 20000 PSI or more
- (iii) ID (Minimum): 2.3/4"/2.1/2"
- (iv) Size: 6.1/4"/6.1/2"/6.3/4"
- (v) Tool Joint: 4.1/2" API IF
- (vi) Torsional yield (Minimum): 41000-56200 ft-lbs
- (vii) Jar Up stroke minimum: 175000-180000 lbs
- (viii) Jar Down-stroke minimum: 150000- 175000 lbs
- (ix) Stroke length (Up & Down): 12" minimum
- (x) Tensile yield (minimum): 700000 lbs
- (xi) Manufacturer/Model: From Approved list (should be 100% compatible with Jars)

NOTE: APPROVED LIST FOR TOOLS / EQUIPMENT & SERVICES: JAR/INTENSIFIER

- (i) Houston Engineers
- (ii) Weatherford
- (iii) National Oil Well Varco (Griffith)
- (iv) Bowen
- (v) Schlumberger
- (vi) Halliburton
- (vii) ITS

3.9 STRING STABILIZER(SPECIFICATION)

- (i) Contractor to provide 2 no of 8" and 7¾" string stabilizers each size with 4" IF /4½" IF box-pin connection, 6½"/ 6¾" OD fishing neck X 2. 13/16"/3" ID for each string.
- (ii) All the above stabilizers must be ¾ slight spirals or straight integral and sufficient blade length of double tapered at both leading and trailing ends. Stabilizers should have sufficient opening / annular clearance / sufficient Junk slot area with taper blade on stabilizer body.
- (iii) Above stabilizers may be used independently for making rotary assemblies for drilling/ cleanout trips if required.
- (iv) No additional payment will be made for stabilizers provided by the service provider.

3.10 TOOLS AND EQUIPMENT

List of tools/Equipment and Services as per contract are tabulated below

Table (4): List of tools/Equipment and Services as per contract

Sl. No.	Description of Tools/Equipment and Services	No of Tools per Set		No of Sets	Minimum No. of Tools & Equip/Service
		Main	Backup		
1	MWD/LWD Surface Unit	1	0	2	2
2	MWD with Directional & Gamma	1	1	2	4
3	Resistivity (Induction Type)	1	1	2	4
4	Neutron, Azimuthal Density & Imaging with Calliper	1	1	2	4
5	Annulus Pressure & Annulus Temperature While Drilling	1	1	2	4
6	Sonic While Drilling	1	1	2	4
7	Jar	1	1	2	4
8	Intensifier	1	1	2	4
9	Resistivity (Latero type) (Callout)	1	1	1	2
10	Formation Pressure While Drilling (Callout)	1	1	1	2
11	Nuclear Magnetic Resonance (callout)	1	1	1	2
12	High Resolution Resistivity Imaging (Latero type) (callout)	1	1	1	2
13	Log Interpretation Service (Callout)	1	0	1	1

Note (1): (Applicable for all above)

- (i) Contractors to note that Company (OIL) at its discretion shall have the right to use the tool/tools as per the requirement of OIL of the service independently at any point of time during the course of the contract, depending its requirement as decided by Company.
- (ii) Oil at its discretion may decide to run only the directional MWD module devoid of any other LWD tools on the basis of hole complexity. In this regard, contractor should provide independent Directional module. If the directional module of the contractor is a combination with any other tool, OIL is not liable to pay any downhole operating rates for the other tools. Also in case of Lost in hole condition, the contractor will not be eligible for claiming any reimbursement with regards to any other tool apart from the directional/MWD module (Price of MWD module should be quoted separately in (Performa-A))
- (iii) Without back up of tools/equipment in working condition, under this condition – the moment any tool failure is detected in operation, immediately zero rate will be applicable as defined in clause no. C (x), (xi), (xii),(xiii) & (xiv)) under schedule of rates. Additionally, penalty @ 100% of Operating rate of the faulty tool(s) will be levied from the waiting period at surface till the replacement/back up tool(s) is available at site and certified by OIL personnel.
- (iv) Contractor shall provide LWD tools based on positive mud pulse telemetry with MTBF (Mean-time Between Failure) exceeding 1000 hrs. However, in case of brand new (Un-used) LWD/MWD tool proposed to be deployed by the Contractor against this contract, the MTBF certificate is not required.

Note (1)

The contractor is required to comply with following specified requirements:

- (i) To provide all X-over subs required between Contractor's BHA to Company's drill string and any other X-over required for Contractors BHA is to be identified and furnished by the Contractor. Drill String available with "OIL" for Drilling in 8. ½” hole section is furnished in Annexure-I.
- (ii) To provide the 5” Drill Pipe Screen/strainer compatible for both S & G grade, backup tools/equipment with sufficient spares & consumables.
- (iii) To provide detailed specification of equipment/sensors along with catalogue and also all the features available in their MWD & LWD system. The Contractor should also indicate the limitations of their tools/sensors such as temperature, pressure and discharge limitations with ability to pump LCM materials in Mud Loss conditions through the tool and accordingly the equipment & sensor must perform.
- (iv) The Contractor shall keep fishing tools including spares required for Contractor's non-standard equipment/ tools, if any.
- (v) To provide X-over from 6000 Psi to 15000 Psi fitting for H- Manifold (if necessary).
- (vi) Match on sub have to be provided by the bidder in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, bidder has to provide overshoot tool for fishing job.
- (vii) In case of proprietary connection, all cross over sub have to be provided by the bidder to match OIL's string.
- (viii) System should be able to drill cement, float collar, float shoe and formation.

- (ix) Any Contractor not quoting for all the services as per the Scope of work will be considered non responsive. Additional features/information (if any) is to be provided by the bidder

3.11 SUMMARY OF DELIVERABLE

Summary of deliverable is as per **Annexure (V)**

4.0 HR DEPLOYMENT

The Independent 8½" LWD Service provider shall be responsible for providing the services mentioned hereunder through deployment of a team of qualified/certified personnel. Biodata to be submitted as per the **Annexure: W**. The personnel deployed under the contract to be approved with 'no objection' from OIL.

The educational qualification & experience criteria of deployed personnel are mentioned in **Table-5 below**:

TABLE (5): HR DEPLOYMENT

Sl. No.	Name of position	Educational Qualification	Experience & Certification	Stationed	Working Hours	OFF as per Note	Total (excluding off)
1	BASE MANAGER	Graduate Engineer/Diploma Engineering from AICTE/UGC recognised institute/Govt. recognized University	i) Should be of sound health, must be fluent in written/spoken English and employee of the contractor. ii) Should have an overall experience of at least 03 years for Graduate Engineer /05 years for Diploma Engineer in relevant field experience (i.e., as Base Manager Base Coordinator Project Manager Project Coordinator & Directional, Drilling operations and LWD MWD).	At base office of	(24 hrs x 7 days on call basis)	Off as per Note	01

Sl. No.	Name of position	Educational Qualification	Experience & Certification	Stationed	Working Hours	OFF as per Note	Total (excluding off)
2	GEO-SCIENCE PERSONNEL	Master's degree from a reputed college in the field of Geoscience from Govt. recognized University	i) Should be of sound health and have work experience of minimum 03 years in the relevant field. ii) Knowledge in Geology, Reservoir, Geo-physics and Petro-physics. iii) Experience in log interpretation and LWD MWD data interpretation.	Base office in Duliajan.	12 hours and on call	Off as per Note	01
3	MWD & LWD ENGINEERS/CROSSED TRAINED ENGINEERS	Graduate Engineer/Diploma Engineering from AICTE recognised institute/Govt. recognized University	i) Should be of sound health and must be fluent in written and spoken English. ii) Should have an overall experience of at least 03 years for Graduate Engineer /05 years for Diploma Engineer in relevant Field experience. iii) LWD MWD engineers should have the competency for handling and supervision of radioactive tools and relevant competency certificate during the time of approval to OIL in this regard. iv) Out of the two numbers of MWD LWD personnel deployed, 01 personnel should be cross trained in both directional as well as LWD. Minimum 01 year of directional driller experience is mandatory. Note: The contractor may deploy an additional 01 no Directional engineer with at least 01 year of relevant field experience over and above the minimum required 02 nos LWD engineers if cross-trained personnel are not available without any extra cost to the company.	At respective well site	(12 hours shift duty)	Off as per Note	02

Note:

“OFF & ON” pattern of personnel deployed at well site shall be guided as per DGMS Circular SO1658 (E) date 30th June 2014 with fulfilling all its conditions.

4.1 COMPETENT OFFICIALS AND COMPETENT PERSON

All the officials and employees) deployed as per “TABLE (4): HR DEPLOYMENT” shall be treated as competent officials and persons as per Regulations (21) Appointment of officials and competent persons and shall perform duty as Regulation (26) Duty of persons employed in mine and Regulation (33) Duty of competent person of OMR, 2017 in addition to other assigned jobs as per the contract.

4.2 JOB SPECIFICATION AND JOB RESPONSIBILITY

The basic Job specification and responsibility are defined as below but not limited, additional responsibility may be assigned if it is warrant for the safety of personnel/equipment and smooth functioning operations against the contract.

4.2.1 BASE MANAGER EXPERIENCE:**(i) CATEGORY**

Competent official as described in regulation (21), i.e. Appointment of officials and competent persons.

(ii) JOB SPECIFICATION

Competent official as described in regulation (21), i.e. Appointment of officials and competent persons.

(iii) JOB RESPONSIBILITY

- a)** To effectively manage base operations and logistics, ensuring that personnel, resources as per contractual commitment and vehicles are allocated in order to deliver operational and service requirements, proactively foreseeing and taking ownership of issues which arise during the execution of the contract.
- b)** He shall visit Company's office regularly and as & when advise to report. Contact point between contractor and Clients.
- c)** He shall be nominated before commencement of contract and subsequent replacement shall be informed in advance. Suitable replacement should be provided if he is absent for more than 3 days.
- d)** He shall be well informed about status of contractor's equipment and any other subject relevant to agreement of the contract.
- e)** He shall also be responsible for keeping contractor's equipment and tool in good working condition including inventory for smooth running of the service with the help of other offices/ repair facilities.
- f)** He shall manage the LWD| MWD equipment inventory and supervise equipment transport to and from work site or during Inter-location Movement.
- g)** He shall provide interpretation/arrange the interpretation of LWD| MWD data to OIL as advice.
- h)** He shall evaluate LWD| MWD equipment and recommend necessary repairs or maintenances.

- i)** Prepare written Logging plan and program, timely delivery of quality data as per SOW.
- j)** He shall maintain database for recording all activities of ongoing work.
- k)** He shall develop job tickets and daily work reports.

He shall be responsible to Pre-job planning and Post job closing

4.2.2 MWD & LWD ENGINEERS

(i) CATEGORY

Competent official as described in regulation (21), i.e. Appointment of officials and competent persons.

(ii) JOB SPECIFICATION

He makes use of the Logging while drilling tools as well as the Measurement while drilling system. LWD|MWD Engineer must be able to lift the MWD tool, safely rig in and operate the equipment, perform day-to-day inspections, servicing, and maintenance of equipment, and complete all required paperwork accurately and on time as per contractual commitment. Under general supervision, provides on-site supervision of the Logging- While-Drilling (LWD) process, including tool preparations, data acquisition, log generation and Quality Control (QC) and delivery of the services to the customer. Serves as the lead engineer on most jobs. Ensures that all data presented to the customer is accurate, timely and meets the highest service quality standard possible. He will use cross-discipline skill to implement best practice approaches

(iii) LWD | MWD JOB RESPONSIBILITY

- a)** He shall prepare written Logging plan and program, timely delivery of quality data as per SOW.
- b)** He shall draw up and devise maintenance programs to prevent breakdown.
- c)** He shall ensure timely rig up/rig down of the LWD|MWD surface unit and other relevant sensors.
- d)** He shall run, maintain and manage the LWD|MWD tools and unit, prepare daily morning reports of all the major operations related to drilling, real time observations and annotation of markers as defined by Company Geologist.
- e)** He shall evaluate LWD|MWD to be used for the different drilling processes as advise by OIL.
- f)** He shall provide support in terms of the technical details of the materials to be used in the system.
- g)** He shall prepare documents for transportation of LWD|MWD equipment on vehicles in accordance with applicable statute.
- h)** He shall assemble LWD|MWD tools as part of the bottom hole assembly (BHA) and Ensures BHA's are assembled as planned, including correct make-up torque, doping and handling.
- i)** Interfaces with the Directional Driller (DD) to ensure BHA compatibility, planned operating parameters are within specification and correct tool face references are applied.
- j)** He shall interpret LWD|MWD data and providing to geologists, drillers, management or the client, as required

- k)** He shall identify, prevent and report potential hazards and take par all HSE related activities organise in site including Mock drills, Toolbox Talk and Job Safety Analysis.
- l)** He shall conduct post-operations tests once equipment is pulled out of the wellbore and pre operations test before run-in.
- m)** He shall exercise judgment to determine the appropriate action at the well site when performing well site surveys, monitoring well sensors, identifies, and corrects operational problems to prevent or minimize service impact.
- n)** He shall recognize& plans the operational status of field equipment at the well site and maintaining it when appropriate.
- o)** He shall prepare of LWD| MWD tools, assembling testing and calibration of the LWD| MWD Tools and verification of OIL's requirements.
- p)** He shall analyses and interpretation of well site data; and disassembles of tools in safe manner; record operational data and complete job relevant documentation to include field ticket; daily report and equipment performance report.
- q)** He shall assist OIL technically during round trip and clean out trips during and after completion of sectional TD.
- r)** He shall assist OIL in preparation of BHA and performing T&D analysis, hydraulics, sensitivity analysis etc.
- s)** He Should actively assist the well site team during tight hole/ held up/ stuck up situations and should be experienced in actuating the Jar/Intensifier (if needed).
- t)** He shall manage the LWD| MWD equipment inventory and supervise equipment transport to and from work site.
- u)** He shall comply with all safety rules and company policies.
- v)** He shall evaluate LWD| MWD equipment and recommend necessary repairs or maintenances.
- w)** He shall maintain database for recording all activities of ongoing work.
- x)** He shall develop daily work reports/ service tickets and accurately completes all required forms, databases and reports

4.2.3 GEO-SCIENCE PERSONNEL:

(i) CATEGORY

Competent official as described in regulation (21), i.e., Appointment of officials and competent persons.

(ii) JOB SPECIFICATION

Geologists are earth scientists who research earth processes, study earth materials and analyse the history of earth. They observe how natural processes affect the earth, how the natural environment is affected by the earth's materials and aim to understand the chronology of the earth's materials.

(iii) JOB RESPONSIBILTY

- a) He shall accurately complete all required forms, databases and reports
- b) He shall interpret reports of Petro-physics and provide information on the nature of fluids and rocks in the drilling area.
- c) He shall be responsible for day-to-day liaison with In-house G&G team and will be involved in G&G data gathering and detailed planning of the proposed LWD job.

- d) He shall be responsible for matters related to various logs interpretation/processing/assumptions/clarification on post logging report submission etc.
- e) He shall be responsible for Pre-job planning and Post job closing

4.2.4 OTHER HR REQUIRMENT

- (i) Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.
- (ii) In case, the personnel is newly recruited in the organization, at least 02(Two) no. of personnel reference with email id, Mobile no. etc. of the previous employer to be provided in the CV for his previous experience.

5.0 ELECTRICAL REQUIREMENT [POWER FOR THE UNIT]**(i) OIL'S RESPONSIBILITY**

OIL shall supply electrical power to the unit.

(ii) CONTRACTOR'S RESPONSIBILITY

- a) All arrangements, including cables, suitable plug & sockets etc. to receive the power from OIL's supply point are the responsibility of Contractor. Contractor shall match this power receiving equipment to OIL's existing equipment.
- b) One commissioning record register should be maintained to record the details of commissioning report.
- c) Electrical test certificate for both workstation and accommodation bunk house should be provided at the time of power up at the well site.

6.0 CIVIL ENGINEERING REQUIREMENT

Civil Engineering of OIL will provide necessary support to place the units and bunks.

7.0 TRANSPORTATION**(i) OIL'S RESPONSIBILITY**

Requirements of crane(s), during installation/dismantling & inter-location movements shall be provided by the Company. Any additional requirement of crane(s) arising out of operational requirement under the contract, as decided by Company, shall also be provided by the Company.

(ii) CONTRACTORS RESPONSIBILITY

Transportation of contractor's personnel & spares from camp site/ base to drill site and vis vice shall be the responsibility of the contractor.

8.0 OTHER REQUIRMENT FROM CONTRACTOR**8.1 PAINTING AND LABEL**

- (i) The entire unit/bunks shall be painted with superior quality anti-corrosive good quality paint at the time of mobilisation.
- (ii) Surface equipment/ instrument and bunk houses are to be labelled legible indicating item name, manufacturer name, minimum technical specification etc. for easy identification.

8.2 LEGAL COMPLIANCE

Contractor to submit legal compliance in a format approved by Company.

8.3 HSE COMPLIANCE

Contractor to submit HSE compliance in a format approved by Company.

8.4 INSPECTION/AUDIT

- (i) Contractor shall cooperate during any inspection/audit conducted by external agency and OIL's officials.
- (ii) Preferably, Base Manager/Base Coordinator should be present during such inspection/audit.

8.5 SUBMISSION OF DOCUMENTS

Documents as described in GCC/SOW/SOR/SCC shall be submitted by the contractor as indicated.

8.6 ORGANISATIONAL STRUCTURE

Contractor shall provide the organizational structure for executing the project. Composition of the team & number of personnel will be reviewed by OIL and modified as per requirement.

8.7 COMMUNICATION PLAN

- (i) All the competent personnel including officials are answerable to Manager of Mines Manager as per Regulations 21 of OMR, 2017.
- (ii) Reporting in case of rigs operated by OIL's manpower is to Directional Section of OIL, shift in-charge or Installation Manager or as advised by OIL.
- (iii) Reporting in case of rigs operated by Man Management Crew is to Directional Section of OIL, Tool pusher or Installation Manager or as advised by OIL.
- (iv) For emergency situation/incident reporting OIL's Emergency Response Plan (ERP) and Incident reporting guideline to be followed.
- (v) Personnel deployed under the contract shall be in constant touch with SIC / Tool pusher /NTP for proper communication and information flow irrespective of day shift/holidays/night shift and as advised by OIL

8.8 PROGRESS REPORT

The contractor should provide daily progress report as per the format approved by OIL along with real time log as per the data deliverables mentioned in the scope of work.

8.9 END OF WELL REPORT

After completion of each well two no. of end of well report to be submitted in both soft and hard form. Sample of the format shall be approved by OIL

8.10 ACCOMMODATION/LODGING/TRAVEL

Accommodation of the contractor's crew at Base/ well site along with day-to-day fooding and travelling will have to be arranged by the contractor with no additional cost to the company.

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION-I: The following Clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Definition	<p>In this contract, the following terms shall be interpreted as indicated:</p> <p>a. "Services" means the services to be provided by the Contractor for carrying out logging while drilling operations in accordance with the approved well plan including but not limited to</p> <p>(i) All tools, equipment, consumables from Contractor required for OIL's operation and</p> <p>(ii) All tools, equipment, spares required for servicing / maintenance of Contractor's Tool & Equipment, as stipulated in the Terms of Reference/Technical Specification at Section-II of Part-3 in this bid document.</p> <p>b. "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.</p> <p>c. "Site" means the land and other places, on/under/in or through which the works are to be executed by the Contractor and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Site approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.</p> <p>d. "Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company and listed in the Contract.</p> <p>e. "Contractor's items" means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.</p> <p>f. "Contractor's personnel" mean the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.</p> <p>g. "The work" means each and every activity required for the successful performance of the services described in Scope of work of the tender document as set out hereof.</p> <p>h. "Contractor" means the person or persons, firm or COMPANY or corporation incorporated in India or abroad,</p>
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	<p>who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.</p> <p>i. "Client" means to whom the service is rendered against a written agreement like Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s).</p> <p>j. "Day" means a calendar day of twenty-four consecutive hours beginning at 06.00 hrs and ending at 06.00 hrs on the next day.</p> <p>k. "Approval of Manpower" means no objection against the deployment under the contract.</p> <p>l. "Facility" means and includes all property of company owned or hired, to be made available for services under this contract which is or will be a part of the company.</p> <p>m. "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.</p> <p>n. "Company's Base" means Duliajan/or subsequently changed place from where the operation will be controlled.</p> <p>o. "Base camp" or Contractor's Operational base camp means the camp / hired accommodation where the Contractor's personnel shall reside for carrying out the operations. OIL shall not assume any responsibility towards selection of land, operation, maintenance etc. of camp/Accommodation.</p> <p>It will be contractor's responsibility to maintain adequate space and utilities at their designated base in and around Duliajan for storage of their Equipment, Tools etc. and workshop needs. All costs associated with establishing and running such facility will be to the Contractor's account.</p> <p>p. "Certificate of completion" means certificate issued by the company to the contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by company.</p> <p>(SCC clause 4.5.7)</p> <p>q. ABBREVIATIONS</p> <ul style="list-style-type: none"> (i) "OMR" is Oil Mines Regulations (ii) "MVT" is Mines Vocational Training (iii) "NABL" is National Accreditation Board for Testing and Calibration Laboratories (iv) "ILM" is Inter-Location Movement (v) "WBM" Water based Mud (vi) "SOBM" Synthetic Oil based Mud (vii) "OEM" Original Equipment Manufacturer
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	<p>(viii) "OIL" Oil India Limited</p> <p>(ix) "LTIF" Loss Time Injury Frequency</p>
Mobilization/De-Mobilization	<p>(i) MOBILISATION TIME:</p> <p>(a) The mobilization of the individual set(s) shall commence on the date of receipt of the mobilization notice from Drilling department against the Contract for each set individually and continue till the completion of mobilization of the respective sets.</p> <p>(b) The mobilization of equipment, personnel etc. of each individual set(s) (main items) should be completed by Contractor within 60 days from the individual Mobilization notice for each individual set(s) issued by Drilling Services Department. This notice will be issued depending on the availability and readiness of drilling location. Mobilization of each individual set(s) shall be deemed to be completed when Contractor's particular set(s) is complete with all equipment/tools(including minimum required back up tools) and manpower are placed at the nominated location in readiness to commence work as envisaged under the Contract, duly certified by the Company's authorized representative.</p> <p>(c) The mobilization against callout issued by Drilling department for each individual callout tools should be completed by Contractor within 60 days from the individual Mobilization notice for each individual callout items. Mobilization of each individual Callout tool shall be deemed to be completed when the Callout tool along with the minimum required back up tools are placed at the nominated location in readiness to commence work as envisaged under the Contract, duly certified by the Company's authorized representative.</p> <p>(ii) EFFECTIVE DATE</p> <p>The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.</p> <p>(iii) COMMENCEMENT DATE OF THE CONTRACT</p> <p>The date on which the Contractor completes initial mobilization of his crew and equipment for the first set along with consumables in all respects shall be treated as date of Commencement of Contract.</p>
Interim-Mobilization/Interim De-mobilization	<p>(iv) Interim de-mobilization:</p> <p>Individual set(s) and Personnel as per the scope of work as indicated by OIL shall have to be de-mobilized on interim basis (removed from OIL's site)by the Contractor within 03 (three) days' notice period from the date of issuance of</p>

	<p>interim demobilization notice. However, no charges will be payable from the date of issue of the final de-mobilization notice.</p> <p>(v) Interim re-mobilization: Individual set(s) and Personnel as per the scope of work as indicated by OIL shall have to be re-mobilized on interim basis by the Contractor within 45(Forty-Five) days from the date of issuance of interim remobilization notice.</p> <p>Note:</p> <p>a. For Call out Items, the mobilization period will be 60 (Sixty) days from the date of issuance of the mobilization notice for the particular callout equipment/tool.</p> <p>b. Mobilization charges will be payable after the commencement date as certified by the company.</p> <p>c. The succeeding day of issue of mobilization/demobilization notice shall be counted as day 1 for the purpose of Mobilization/Demobilization period.</p> <p>d. OIL will certify within 03 working days for the initial mobilization after receipt of intimation. For successive re-mobilization, contractor must intimate OIL about arrival of the tools and OIL will inspect the tools/equipment for each re-mobilization within 03 working days of receipt of intimation from the contractor. Date of mobilization / re-mobilization will be considered from the date of successful inspection carried out by OIL representative.</p>
Duration of contract	<p>The contract shall be initially for a period of 03 (three) years from the date of commencement of the contract with an option to extend the contract period for another 1(one) year at the discretion of Company at the mutually agreed rates, terms and condition, but with a rate not higher than the originally quoted rate. The terms and conditions shall continue until the completion/ abandonment of the last well is in operation at the time of the end of the Contract.</p> <p>Note: The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 45 days of date of issue of Letter of Award (LOA) subject to submission of necessary Performance bank Guarantee as per the T & C of the tender. Until the contract is signed, LOA shall remain binding amongst the two parties.</p>
Inspection	<p>Inspection will be carried out jointly by OIL team and the contractor after completion of the initial mobilization and OIL</p>

	will certify the completion.
Performance Security	3% of Annualized Contract Value
Submission of Invoice	Monthly
Agent Commission	Not applicable
Arbitration	Guwahati
Penalty	Refer SECTION-III of SCC (Schedule of Penalty)
Association of company's Personnel	<p>(i) Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.</p> <p>(ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing /inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.</p> <p>(iii) The monitoring and overseeing of the jobs under the Contract by the Company's personnel/representative shall not absolve or reduce the obligations of the Contractor under the Contract in any manner.</p>
Liquidated Damage	<p>(i) Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract value for each Regular Set (as defined in the SOW) including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined under Clause No. 1.2 above. The above LD will be calculated for each set</p>

	<p>separately.</p> <p>(ii) If the Contractor fails to mobilize within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.</p> <p>(iii) 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.</p> <p>(iv) However, Callout tools rates (including mobilization/ de-mobilization cost) will not be considered for the calculation of LD against regular sets.</p> <p>(v) With regards to delay in mobilization of callout tools within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract value of each tool including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilization period as defined under Clause No. 1.2 above. [The above LD will be calculated for each tool separately.]</p> <p>Note: For interim mobilization, LD will be applicable @ 0.5% of the one-year Contract value [each set].</p>
Provision of Personnel facilities	<p>ACCOMMODATIONS [WELL-SITE ACCOMMODATION AND BASE CAMP]:</p> <p>1.0 Contractor will be allowed to arrange accommodation at their own cost at well site for their personnel. If contractor is permitted to arrange accommodation for their personnel at any well site, selection of site shall be done with the agreement of Company representative.</p> <p>2.0 Contractor has to provide accommodation bunk house(s) for their personnel. All electrical apparatus and accessories including Air Conditioner of all bunk houses to be deployed in the well site/location, must be of FLP type. The electrical apparatus and accessories need to be DGMS approved for placement of the same in DGMS classified hazardous area. Should be suitable for use in hazardous area of zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007 as per clause No.: 107 of OMR-2017. The bunk</p>

	<p>house should come with 150 m 3-Phase Power cable. However, OIL may provide 01(one) No. 4 (four) bedded accommodation bunk house for contractor's personnel at well site subjected to availability, only in case of work exigency.</p> <p>3.0 The base camp for contractor personnel in Assam & NE States shall be entirely Contractor's responsibility. Safety and security of the contractor's personnel at any camp(s) including compliance of fire hazard & regulation will be contractor's sole responsibility.</p>
Warranty and remedy of defects	<p>Contractor has to perform all its services under this Agreement with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Company and accepts full responsibility for the satisfactory delivery of quality of such services performed by it. Any defect/deficiencies noticed, Contractor within 15 (fifteen) days upon the receipt of written notice from the Company(OIL), shall improve their performance/ correct such deficiencies failing which the Company (OIL) will have right to terminate the Contract by giving the Contractor written notice with immediate effect.</p> <p>The defect liability period against this contract shall be 3 (three) months after final demobilization notice.</p>
Miscellaneous Provisions: Key personnel	<p>1.0 WORK CULTURE: Contractor personnel shall carry out operations hereunder with due diligence and in safe and workman like manner according to good international oilfield practice. They shall maintain strict discipline and good conduct among themselves at workplace.</p> <p>2.0 APPROVAL OF MANPOWER: Contractor shall have to obtain prior approval from the Company before deployment of personnel in the rig. Applications seeking approval shall have to be submitted by the contractor ahead of proposed date of deployment. All applications shall be submitted to HOD of Drilling Services and shall be forwarded to concerned section/ department for scrutiny. Contractor shall not deploy manpower in the mine without formal approval/No Objection Comment from OIL.</p> <p>3.0 The following documents shall have to be submitted</p>

	<p>along with the letter seeking approval.</p> <ul style="list-style-type: none">(i) Biodata of the candidate with photograph.(ii) Photocopy of relevant pass certificates and other proficiency certificates as required under Scope of work (original to be produced on demand).(iii) Copy of experience certificates (original to be produced on demand).(iv) Undertaking from Contractor's personnel for not claiming employment or any service benefit available to Company's employee as per Proforma Q. <p>Note:</p> <ul style="list-style-type: none">• Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.• During the currency of the contract, if any of the key personnel is to be replaced; the incumbent must be approved ones under the same contract or must get approved fulfilling all the criteria of contract agreement. As soon as the term or period of the contract expires, accordingly the approval of personnel will also get expired or terminated. <p>4.0 The Contractor shall be responsible for arranging relief of personnel during vacations, statutory off days, sickness etc. entirely at their cost. The relief personnel also must have the similar experience and the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor.</p> <p>5.0 The Contractor will have to ensure that the statutory off days are given to Contractor's personnel and that the personnel are not engaged continuously for a prolonged period which amounts to violation of Mines Act, 1952.</p> <p>6.0 Company shall assist contractor in obtaining all security/entry passes into the Company's Industrial and operational Area, whenever required by the Contractor's personnel in connection with the contract. However,</p>
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	<p>Contractor shall fulfil all necessary formalities including liaising with Company/CISF in this regard as per norms of the Company/CISF.</p> <p>7.0 It will be the responsibility of the Contractor to obtain restricted area permit/Assam entry permit/Inner line permit for Contractor's personnel (the Company will assist to the extent possible) for entering into NE states of India.</p> <p>8.0 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.</p> <p>9.0 Contractor shall deploy local people, wherever possible, for un-skilled personnel under the contract.</p> <p>10.0 Company reserves the right to instruct Contractor for removal of any Contractor's personnel for:</p> <ul style="list-style-type: none">a) Misbehavior, indiscipline and for misdemeanor And/Or,b) For technical incompetence and for not rendering the services faithfully And/Or,c) For indulging in canvassing against Company in press/other media And/Or,d) For leaking information about Company operations to outside parties. <p>11.0 The Contractor shall replace undisciplined personnel within of 10 Days. However, 3 days' notice shall be served by Company to replace undisciplined personnel.</p> <p>12.0 Further, the replacement for these personnel shall be completed as per specified time period as mentioned in above para from the date of receipt of instruction from the Company and at the cost of the Contractor. However, the Deficiency Clause of the Agreement shall be applicable.</p> <p>13.0 The Contractor will be responsible for all transportation of his personnel from their place of origin to their base at Duliajan and back. However, the Contractor will also be responsible for all transportation facilities of his personnel including movement to work site from wherever they stay. The Company shall not render any type of transportation to Contractor's personnel at any time except any emergency.</p> <p>14.0 Contractor shall provide own identity cards for their personnel engaged under the contract and also shall possess identity card/pass of the Company. Person(s) not having identity cards shall be treated as unauthorized person(s) and shall not be allowed to perform duty.</p> <p>15.0 In the event of the rig or its components, ancillaries,</p>
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	<p>equipment etc. supplied / owned by the Company are damaged/ lost due to the carelessness/ negligent handling by the Contractor's personnel, the Contractor will be liable for such damages on the basis of the Company's estimated cost of replacement as reduced by any insurance claim which may occur to the Company plus 7% towards handling charges on the cost of such replacement.</p> <p>16.0 If the Contractor fails to provide manpower as per the 'Scope of Work' of the contract, the Company reserves the right not to pay for the affected day(s). Moreover, the Contractor shall be liable to pay penalty for the same number of non-working hours/days) as per deficiency clause & sub clauses.</p>
CONTRACTOR'S PERSONNEL	<p>1.0 Except as otherwise hereinafter provided, the selection, replacement, and Contractor shall determine remuneration of contractor's personnel. Such employees shall be employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.</p> <p>2.0 The Contractor shall appoint a Base Coordinator (Should not be part of any other contract) as the Contractor's representative who shall be in charge of Contractor's personnel /equipment and who shall have full authority to resolve all day-to-day matters including any issues of site –if any arises at the site.</p> <p>3.0 The Contractor will provide on regular basis, all category of their employee competent, suitably qualified and adequately experienced personnel for necessary supervision and execution in carrying out the requisite operations correctly and efficiently throughout the Contract period in a professional manner. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.</p> <p>4.0 The detailed biodata of the service engineer/specialist and other operators and the number of additional personnel</p>

	<p>planned to be deployed must be submitted to Company with necessary documents before engaging them for Company's approval. (As per ANNEXURE-W)</p> <p>Note: Any replacement with equivalent qualification/experience needs OIL's prior written approval.</p> <p>5.0 All the personnel deployed should be fluent either in English or Hindi or Assamese language.</p> <p>6.0 The Contractor shall be solely responsible for and shall provide for all requirements of his personnel, and of their Sub-Contractor(s), if any. These provisions will include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of Contractor's personnel during the entire duration of the contract shall be arranged by Contractor at their cost.</p> <p>7.0 The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.</p> <p>8.0 In case Contractors deploying foreign nationals required for execution of all work under the Service are required to have all necessary clearances as per the Govt. of India regulations.</p> <p>9.0 Foreign Nationals in case deployed under the service should have proper work Visa as per the Govt. of India regulations.</p> <p>10.0 Transportation of Contractor's personnel shall be the responsibility of Contractor.</p> <p>11.0 All charges for personnel are included in Tool Operating & Stand by charges. No. separate charges shall be payable for the personnel being deployed.</p>
Subcontracting: Allowed/Not Allowed	Not Allowed

Additional clauses to be inserted wherever applicable	
Address details for submission of invoice	<p>All Invoices are to be sent to the following address:</p> <p>CGM (Drilling Services) I/C Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam</p> <p>Note: If the designation of HoD changes, same will be addressed his/her new designation.</p>
Force Majeure Rate	Applicable

SECTION-II: GOODS AND SERVICES TAX:

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

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

2 “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.

3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

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

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

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

6. Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

7. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

8. Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.

9. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.

10. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.

11. Where OIL has the obligation to discharge GST liability under reverse charge

mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

13. TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.

14. 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.

15. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

18. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
20. 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.
21. 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.
22. 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.
23. 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.
24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
25. 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.
26. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
27. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
28. Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
29. Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;

Note: OIL GSTIN numbers are as follows:

Assam :18AAACO2352C1ZW

Arunachal Pradesh :12AAACO2352C1Z8

- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
 - f) HSN code of goods or Accounting Code of services[SAC];
 - g) Description of goods or services;
 - h) Quantity in case of goods and unit or Unique Quantity Code thereof;
 - i) Total value of supply of goods or services or both;
 - j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
 - k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
 - l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
 - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - n) Address of the delivery where the same is different from the place of supply and
 - o) Signature or digital signature of the supplier or his authorised representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:
- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

30. Anti-profiteering clause

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

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

SECTION-III: SPECIAL TERMS AND CONDITIONS

Details of the Service	Hiring of Independent 8½" LWD Services for OIL's Drilling Operation
Area Of Operation	Drilling Rigs at Wellsite of Assam & Arunachal Pradesh
HSE Policy	The contractor shall forward HSE policy to the Company along with the bid. On award of contract, the contractor shall submit comprehensive HSE manual & procedure and HSE plan for approval of OIL.
Interim de-Mobilization and Re-mobilization	Refer to SCC Section-I.
Liquidated Damage Clause specific to Tender	Refer to SCC Section-I.
Notice	<p>Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:</p> <p><u>Company</u></p> <p>a) <u>For contractual matters</u></p> <p>GM (Contracts-HoD) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in</p> <p>b) <u>For technical matters</u></p> <p>CGM (Drilling Service) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Fax No. 91-374-2804254 Email: drilling@oilindia.in</p>

	<div>c) <u>Contractor</u></div> <div></div> <div></div> <div><u>Note</u></div> <div>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</div>									
RECORDS, REPORTS AND INSPECTION	As mentioned in different clauses of GCC SoW SCC SOR									
PENALTY	<div>SCHEDULE OF PENALTY</div> <div>I. PERSONNEL</div> <div>Provision of adequate manpower of required technical skill for carrying out all services in accordance with accepted terms and conditions is the essence to the contract. In case of Contractor's failure to deploy the personnel as per the standard deployment pattern as set out in scope of work, penalty shall be levied to contractor at the following rates:</div> <table><tr><th>Sl. No.</th><th>Deficiency of Competent Official</th><th>Penalty</th></tr><tr><td>1</td><td>Base Coordinator</td><td><div><div>• No deduction for three days against prior approval</div><div>• Beyond 03 days, 10% of the ODR rate of the particular string till suitable replacement duly approved by Oil India Ltd arrives.</div></div></td></tr><tr><td>2</td><td>LWD/MWD Engineer</td><td>10% of the ODR rate of the particular string till suitable replacement duly approved by Oil India Ltd arrives.</td></tr></table>	Sl. No.	Deficiency of Competent Official	Penalty	1	Base Coordinator	<div><div>• No deduction for three days against prior approval</div><div>• Beyond 03 days, 10% of the ODR rate of the particular string till suitable replacement duly approved by Oil India Ltd arrives.</div></div>	2	LWD/MWD Engineer	10% of the ODR rate of the particular string till suitable replacement duly approved by Oil India Ltd arrives.
Sl. No.	Deficiency of Competent Official	Penalty								
1	Base Coordinator	<div><div>• No deduction for three days against prior approval</div><div>• Beyond 03 days, 10% of the ODR rate of the particular string till suitable replacement duly approved by Oil India Ltd arrives.</div></div>								
2	LWD/MWD Engineer	10% of the ODR rate of the particular string till suitable replacement duly approved by Oil India Ltd arrives.								

3	Geo Science	<ul style="list-style-type: none"> No deduction for three days against prior approval Beyond 03 days, 10% of the ODR rate of the particular string till suitable replacement duly approved by Oil India Ltd arrives
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II. PPE:

In the event of non-compliance of statutory provisions and safety appliances, the company will have the right to ask the contractor to suspend the service immediately and **no payment shall be made by the Company till such time the contractor comply with the same.**

Sl. No.	Deficiency of PPE	Penalty
1	Safety Helmet	In the event of the contractor failure to adhere in providing the minimum PPE requirements of the personnel as set in SCC (Clause 4.1 of SCC) , penalty on the Contractor shall be levied at the rate equivalent to the latest purchase rate by OIL.
2	Raincoat	
3	Windcheater	
4	Safety Boot	
5	Overall	

Note:

- (i) Above are indicative only.
- (ii) All the PPE are PPE shall be as per OMR,2017
- (iii) If PPE are not described in OMR, 2017 shall be guided by OISD/IS applicable for Oil and Gas Industry.
- (iv) If PPE are not described in above two, it will be guided by EN or equivalent and to the satisfaction of company.

III. DATA TRANSMISSION FAILURE FROM SITE:

In the event of fault and failure of equipment & software (pertaining to real time data transmission) hired from the CONTRACTOR, their personnel should be available for attending rectification of the problem within 24 hours of detection of the problem.

	<p>If the contractor fails to resolve the data transmission issue within the stipulated 24 hours, OIL will deduct 5% of the ODR rate of the particular set beyond 24hours till resolution of the data transmission issue to the satisfaction of OIL.</p> <p>IV. NON-AVAILABILITY OF BACK UP TOOLS:</p> <p>Without back up of tools/equipment in working condition, under this condition – the moment any tool failure is detected in operation, immediately zero rate will be applicable as defined in clause no. C (x), (xi), (xii),(xiii) & (xiv)) under schedule of rates. Additionally, penalty @ 100% of Operating rate of the faulty tool(s) will be levied from the waiting period at surface till the replacement/back up tool(s) is available at site and certified by OIL Personnel.</p>
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SECTION-IV: ADDITIONAL SPECIAL CONDITIONS OF CONTRACT (SCC):

1.0 HR DEPLOYMENT PATTERN AND WORKING HOURS:

- (i) Contractor shall engage crew as defined in Scope of work of the contract. The working hours for the deployed personnel shall as per SoW.
- (ii) Contractor shall issue PPE and dungarees to the contractor's personnel and a register shall be maintained at well site with endorsement by personnel and indicating date of issue/ replacement etc.
- (iii) The Minimum PPE schedule to be followed for the personnel employed under the contract as follows:

Sl No	PPE	Quantity per person	Periodicity
1	Safety Helmet (DGMS approved)	01 No	03 Year
2	Raincoat	01 No	03 year
3	Windcheater	01 No	03 year
4	Safety Boot	02 Pair	01 year
5	Overall	02 (One half sleeve & one full sleeve)	01 year
6	Hand gloves	01 pair at time	As and when required
7	Safety Goggles	01 pair at time	As and when required
8	Ear plug /Earmuff	01 pair at time	As and when required
9	Other PPE	As required	As and when required

- (iv) However, when a PPE is damaged during its legitimate use, it shall be immediately replaced free of cost by the contractor.
- (v) The above is the minimum requirement, however depending upon the risk, suitable protective equipment including respiratory protective equipment, eye protectors, ear protection gloves and aprons.
- (vi) Contractor shall at all times maintain a sufficient stock of PPE in order to ensure immediate supply as and when need for the same arises.

2.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall perform the work described under scope of work under Independent 8½"LWD Service and prepare the 24-hour comprehensive report on Directional survey data (Actual Vs Plan), detailed log reports of all the downhole LWD tools as per data deliverables mentioned under the scope of the contract. Contractor is required to submit this daily report to Company Representative/ geological in-house team based at Duliajan in the form of soft copy and hard format (if sought).

3.0 WELL SITE COMMUNICATION FACILITY:

- (i) The Contractor should arrange for state-of-the-art portable VSAT & Antenna at the wellsite (wherever service is deployed) for real time data transmission to OIL's base for uninterrupted data transmission.
- (ii) In the event of fault and failure of equipment & software hired (pertaining to data transmission) from the CONTRACTOR, their personnel should be available for attending rectification of the problem within 24 hours of detection of the problem.

4.0 REAL TIME DATA MONITORING SERVICES:

- (i) Real time data Monitoring Services at rig site as well as at Company's base office in Duliajan for 24x7 monitoring of Drilling Operation to be provided both in desktop version and in mobile app. All logs of MWD/LWD tools along with drilling parameters i.e. ROP, Temp, ECD, Survey, WOB, SPP, Flow, Hook load curve etc. should be available in the system. No additional charges will be payable for this.
- (ii) One 32" High resolution LED monitor with requisite printers and other accessories to be provided at each designated locations in OIL's offices as per scope of work for real time data receiving and analysis. The system should be able to receive and display real time data from multiple locations wherein both the sets of LWD are deployed. OIL is going to provide only the Internet facilities for the same. (Tentative requirement 2 sets)

5.0 GENERAL OBLIGATIONS OF COMPANY:

5.1 ENTRY PERMITS: Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their 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 only.

5.2 SECURITY: Company shall organize all possible help from local government/ administration to Contractor personnel and equipment in case of natural disasters, civil

disturbances and epidemics. The security of the Base Camp including Contractor's equipment and personnel and deployment of security personnel etc. at the Base Camp, shall however, be the responsibility of the Contractor.

5.3 CRANE SERVICE/TRANSPORT VEHICLES:

- (i) OIL will provide crane and transportation (for Inter-location movement) of the Contractor's equipment and also for transfer/handling of Contractor's material, equipment at well site "free of charge". The loading, unloading and transportation shall be done at Contractor's supervision and risk. OIL shall not be responsible for any damage during handling & transit.
- (ii) E-way bill for inter-state movements of materials including tools and equipment for services to be processed by the contractor on advice of OIL.

5.4 WORKSHOP FACILITY: Company will extend the in-house workshop facility for Contractor's Tools & Equipment without hampering Company's own work schedule. The workshop facility will be chargeable depending on quantum of job involving man/material/time.

5.5 INGRESS AND EGRESS AT LOCATION: Company shall provide contractor requisite certificates for obtaining rights of ingress to egress from the locations, where wells are to be drilled, including any certificate required for permits or licenses for the movement of contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel should be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no day rate shall be payable.

5.6 MEDICAL FACILITIES: OIL may provide services of OIL Hospital to Contractor's personnel on payment basis subject to availability.

5.4 COMPLETION CERTIFICATE:

- i) A successful completion certificate will be issued by OIL on completion of contract by-contract department. The certificate will carry the following information:
 - a) Gross value of job done
 - b) Nature of job done and Work Order No. /Contract No.
 - c) Contract period and date of completion
 - d) Name of services under the contract with brief description indicating the services rendered.
 - e) Number of wells/depth/profiles, where contractor provides service.
- ii) User department will provide the information on point no (d) and (e). However, in any cases the certificate shall not be more than two pages.

6.0 PERFORMANCE OF WORK: The Contractor shall submit daily reports to Company detailing progress of different operations as per the scope of the work at 6:00 AM every day. The Company, at its option may change the periodicity of such reports. In addition, Contractor shall submit the complete job report (covering analysis of NPT, daily

progress report of all the events along with comparative parameters like plan surveys vs actual, log details, drilling parameters maintained vs ROP attained, downhole complications encountered etc.) within 15 (fifteen) days from the date of completion of each individual job. The structure of the Well Completion report will be finalized before the commencement of the first job in consultation with the representatives of OIL and the contractor and may be reviewed time to time for any future modifications. The manner and the speed of execution and maintenance of the operations are to be conducted in accordance with the Contract. Contractor to submit tangible KPI's in consultation with OIL in the kick-off meeting prior to start of each Job under the contract. Same shall be used for performance benchmarking during execution. Should the rate of progress of the operations or any part of them be at any time too slow in the opinion of the Company's representative, (to ensure completion of the operations within schedule) Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to Company's notice is received in seven days, Company shall be free to take necessary actions as deemed fit.

7.0 LABOUR: The recruitment of the labour, if required, shall be met from the areas of operation and wages to be paid in accordance with the Minimum Wages Act, 1948. The engagement of the labours shall be governed by the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

8.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES: The Contractor shall perform each work in such a manner as will prevent damage to the Company's property and conform to and be consistent with, and not to interfere in any way with continuous and safe operational practices for the well.

9.0 CUSTOMS DUTY:

9.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable. Similarly, the domestic supply of such goods would attract 5% GST (i.e., IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

9.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever

manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.

9.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

9.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

9.5 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

9.6 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

10.0 DEMOBILISATION & RE-EXPORT:

10.1 The Contractor shall arrange for and execute demobilization of the set of Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall include dismantling of its

accessories/equipment, including the manpower. In case of final demobilization, re-export of its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Final demobilization (Removal of contractor's items from the OIL site) shall be completed by Contractor within 21-days(3 weeks) of issue of final demobilization notice by Company. Immediately after re-exporting its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

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

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

10.4 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, 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

11.0 LOSS OF SUB-SURFACE EQUIPMENT:

11.1 Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Willful Misconduct or Gross Negligence on the part of the contractor for loss to the contractor's equipment/ tool in hole below rotary table, subject to conditions prescribed herein below. Company shall reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of import (for foreign items)/ purchase invoice (*for indigenous items*) or CIF value declared in

the contract in the list of imported items (for foreign items) whichever is lower for any such loss, less depreciation @ 3% per month or part thereof from the date of import invoice/indigenous invoice up to a maximum depreciation equivalent to 50% of CIF/Ex-works value as indicated by the contractor.

11.2 All such cost shall be payable by Company, provided the equipment/tool is not covered under Insurance and provided such equipment/tool are included in the exclusion list of the Insurance Policies submitted by the Contractor in terms of Clause 14.16 (vii) under GCC of the Contract. All such cost shall be payable only after contractor furnishes notarized undertaking in the prescribed format (Sample Copy Attached) to the extent that the particular equipment/ tool in question is not covered by contractor's insurance.

11.3 For claims of lost equipment/tools, contractor must intimate the Company of his intention to lodge claim in writing within one month of the declaration of lost tool by company and final claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier.

11.4 OIL shall declare the Loss in Hole immediately after the fishing operation is called off upon non-retrieval of the downhole items and intimate the Contractor, so that replacement and claim for the loss of downhole items can be done within the stipulated time. The contractor should replace the lost tool(s) within a stipulated time of 30 Days from the date of declaration of Lost in Hole by the company, failing which Zero rate will be applicable thereafter. During this period, payment at the rate of 75% of the Standby rates will be payable for the set from the time of declaration of the LIH only if the backup tools are in operational conditions. The company at its discretion may decide on utilization of the set without the back-up tool(s) considering the operational urgency and in such case ODR will be paid till the replenishment of tool(s) and equipment by the contractor is done after due inspection and certification by the company's representative. However, during the course of utilization of the backup tools and the same fails to operate, zero rate will be imposed immediately until replacement is provided and operation resumes.

11.5 In case of loss of indigenous items used in the downhole assembly which were declared and inspected as part of mobilization, will also be covered for LIH reimbursement on the basis of purchase invoice submitted during the time of mobilization.

Note:

- i) No Mobilization cost would be payable towards replacement of LIH tools
- ii) GST, if applicable on LIH, will be reimbursed by OIL.

12.0 DOCUMENTATION OF LOSS: Whenever any loss to any of the Contractor's Equipment occurs, as stated in **Clause – 4.11 as above**, the Contractor shall immediately notify the same to OIL describing the loss. Whenever the Contractor makes any claim pursuant to the provisions under the above Clause, the Contractor shall furnish in support thereof as noted below:

- a) List of the Equipment lost,
- b) Particulars of import, Customs assessed Bill of entry & invoices,

- c) Vouchers, invoices or any other documents indicating the date of first use of the Equipment in India,
- d) Documentary/ Self Declaration/Undertaking stating that the particular equipment/ tool in question is not covered by contractor's insurance

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

14.0 DATA HANDLING AND LIABILITY: Company warrants and represents that it is the owner or licensee of any data that will be provided to Contractor and that it has the right to disclose data to Contractor. Company expressly agrees that Contractor shall only be provided with copies of data and agrees that Company shall retain all originals and/or backup copies of any data provided to Contractor. Contractor shall have no liability whatsoever for any loss or damage to the data.

15.0 CONFIDENTIALITY:

- (i) During this 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 shall 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.
- (ii) However, the above obligation shall not extend to information which:
 - a) Is, at the time of disclosure, known to the public;
 - b) Lawfully becomes at a later date known to the public through no fault of Contractor;
 - c) Is lawfully possessed by Contractor before receipt thereof from Company;
 - d) Is disclosed to Contractor in good faith by a third party who has an independent right to such information;
 - e) Is developed by Contractor independently of the information disclosed by Company; or Contractor is required to produce before competent authorities or by court order.
 - f) Is required to be disclosed on the direction of Court or any statutory authority.

16.0 FISHING: In the event of any of the Contractor's Equipment is lost / stuck in the well bore, then the Company shall, at its expenses, attempt to recover or retrieve the

same, irrespective of cause. As and when the Company decides to fish for any of the Contractor's Equipment, then the Company shall have full responsibility and liability for such Operations, but the Contractor shall render assistance in an advisory capacity at all times in connection with such fishing operations. It is expressly understood between the Parties that the Contractor's personnel are not authorized or entitled to do anything other than to advise the Company in connection with such fishing operations and about any fishing tools which may be furnished by the Contractor at the Company's request. Furnishing of such fishing tools is solely as accommodation to the Company and the Contractor shall not be responsible or liable for any loss or damage which may result with the use of such tools or by reason of any advice or assistance provided to the Company by the Contractor or its personnel regardless of the cause of such loss. The contractor would be required to provide retrieving fishing tools for their non-standard size tubular if any apart from the list of tubular available with OIL as furnished in **ANNEXURE-I**.

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

In case of radio-active source lost in hole during operation, action will be initiated as per AERB guidelines

18.0 POLLUTION & CONTAMINATION: Notwithstanding anything to the contrary contained herein, it is understood and agreed by and in between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:

- (i) The Contractor shall assume all responsibility and liability for cleaning, removal and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.
- (ii) The Company shall assume all responsibility for all other pollution and contamination (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.

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

19.0 LIABILITY FOR THE WELL OR RESERVOIR: Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of

- (i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or
- (ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or
- (iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or
- (iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;
- (v) third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its sub- contractors, its agents and its parents, subsidiaries and affiliates, its other contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect. -Provided that such loss, damage etc. as stated in (i) to (iv) above is not caused on account of willful misconduct or gross negligence of the Contractor or its personnel or any third party.

20.0 INTELLECTUAL PROPERTY: While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.

21.0 IP INFRINGEMENT: Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to:

- (i) Specific modification or design of Contractor equipment or Services to meet Company's specifications,
- (ii) Combination of Contractor's equipment or Services in combination of other equipment and/ or services not recommended by Contractor,
- (iii) Out of unauthorized additions or modifications of Contractor's equipment or services by Company, or
- (iv) Company's use of Contractor's equipment or Services that does not correspond to Contractor's published standards or specifications; in which case, the Company shall indemnify and hold the Contractor harmless.

22.0 CONFIDENTIALITY:

- (i) Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling operations, including, but not limited to, formations penetrated, results of coring, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.
- (ii) 27.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- (iii) 27.2 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Unit to another sphere.

23.0 HEALTH, SAFETY AND ENVIRONMENT SPECIFICATION

- (i) The Contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules and regulations as per the Mines Act, 1952 and Oil Mines Regulation, 2017. No smoking or open flame shall be permitted on the operation site and nearby, except in areas marked by and approved in writing by the Company.
- (ii) The Contractor shall report, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulations.
- (iii) The Contractor shall have a complete Safety Manual that will be available in the work site at all points of time and readily accessible.

23.1 GENERAL HSE POINTS

23.1.1 It will be solely the **Contractor's responsibility to fulfill all the legal formalities** with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all subcontractors hired by him comply with the same requirement as the contractor

himself and shall be liable for ensuring compliance all HSE laws by the sub or sub subcontractors.

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

23.3.3 The Contractor shall prepare written **Safe Operating Procedure (SOP)** for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

23.3.4 The contractor shall **provide a copy of the SOP** to the person designated by the mine owner who shall be supervising the contractor's work.

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

23.3.6 Contractor has to ensure that all **work is carried out in accordance with the Statute and SOP** and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.

23.3.7 All persons deployed by the contractor for working in a mine must undergo **Mines Vocational Training, initial medical examination, PME**. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

23.3.8 The contractor shall **submit to DGMS returns indicating** – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

23.3.9 The **return shall be submitted quarterly** (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

23.3.10 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.

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

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

23.3.13 The **contractor shall have to report** all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

23.3.14 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.

23.3.15 If the company arranges any **safety class / training** for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.

23.3.16 The health check-up of contractor's personnel is to be done by the contractor **in authorized Health Centers** as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

23.3.17 To arrange daily **toolbox meeting** and regular site safety meetings and maintain records.

23.3.18 **Records of to be maintained in Form A** (Part A, B), B, D & E (as per Ease of Compliance Gazette Notification No 126 dated 21.02.2017) by the contractor (Details in Clause 1.11).

23.3.19 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.

23.3.20 A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable **compliance with any**

requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

23.3.21 Contractor's arrangements for **health and safety management** shall be consistent with those for the mine owner.

23.3.22 In case Contractor is found **non-compliant of HSE laws** as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23.3.23 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.

23.3.24 The contractor should **prevent the frequent change** of his contractual employees as far as practicable.

23.3.25 The contractor should frame a **mutually agreed bridging document** between OIL & the contractor with roles and responsibilities clearly defined.

23.3.26 For any **HSE matters not specified in the contract document**, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

SCHEDULE OF RATES

DESCRIPTION OF WORK/SERVICE: Hiring of 02 (Two) Sets of Independent 8½"LWD Services which includes Equipment and Personnel for Drilling Location on regular and call out basis for a period of 03 (three) years extendable by one (01) year in the state of Assam & Arunachal Pradesh.

Item No.	Description of Services	UOM	Estimated Quantity
A1	MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		
1	Surface MWD/LWD Unit	LSM	2
2	MWD with Directional & Gamma Ray	LSM	2
3	Annulus Pressure & Annulus Temperature While Drilling	LSM	2
4	Neutron, Azimuthal density with imaging and calliper	LSM	2
5	Resistivity (Induction Type)	LSM	2
6	Drilling Jar	LSM	2
7	Drilling Jar Intensifier	LSM	2
8	Sonic While Drilling	LSM	2
9	Formation Pressure While Drilling (Call out)	LSM	1
10	Nuclear Magnetic Resonance (Callout)	LSM	1
11	Resistivity (Latero type) (Callout)	LSM	1
12	High Resolution Resistivity Imaging (Latero type) (Callout)	LSM	1
	TOTAL MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		A1
B1	DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		
1	Surface MWD/LWD Unit	LSM	2
2	MWD with Directional & Gamma Ray	LSM	2
3	Annulus Pressure & Annulus Temperature While Drilling	LSM	2
4	Neutron, Azimuthal density with imaging and calliper	LSM	2
5	Resistivity (Induction Type)	LSM	2
6	Drilling Jar	LSM	2
7	Drilling Jar Intensifier	LSM	2
8	Sonic While Drilling	LSM	2
9	Formation Pressure While Drilling (Call out)	LSM	1
10	Nuclear Magnetic Resonance (Callout)	LSM	1
11	Resistivity (Latero type) (Callout)	LSM	1

12	High Resolution Resistivity Imaging (Latero type) (Callout)	LSM	1
	TOTAL DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		B1
C1	INTERIM DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		
1	Surface MWD/LWD Unit	LSM	6
2	MWD with Directional & Gamma Ray	LSM	6
3	Annulus Pressure & Annulus Temperature While Drilling	LSM	6
4	Neutron, Azimuthal density with imaging and calliper	LSM	6
5	Resistivity (Induction Type)	LSM	6
6	Drilling Jar	LSM	6
7	Drilling Jar Intensifier	LSM	6
8	Sonic While Drilling	LSM	6
9	Formation Pressure While Drilling (Call out)	LSM	4
10	Nuclear Magnetic Resonance (Callout)	LSM	4
11	Resistivity (Latero type) (Callout)	LSM	4
12	High Resolution Resistivity Imaging (Latero type) (Callout)	LSM	4
	TOTAL INTERIM DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		C1
D1	INTERIM RE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		
1	Surface MWD/LWD Unit	LSM	6
2	MWD with Directional & Gamma Ray	LSM	6
3	Annulus Pressure & Annulus Temperature While Drilling	LSM	6
4	Neutron, Azimuthal density with imaging and calliper	LSM	6
5	Resistivity (Induction Type)	LSM	6
6	Drilling Jar	LSM	6
7	Drilling Jar Intensifier	LSM	6
8	Sonic While Drilling	LSM	6
9	Formation Pressure While Drilling (Call out)	LSM	4
10	Nuclear Magnetic Resonance (Callout)	LSM	4
11	Resistivity (Latero type) (Callout)	LSM	4
12	High Resolution Resistivity Imaging (Latero type) (Callout)	LSM	4

	TOTAL INTERIM RE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		D1
E1	OPERATING CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		
1	Surface MWD/LWD Unit	DAY	945
2	MWD with Directional & Gamma Ray	DAY	945
3	Annulus Pressure & Annulus Temperature While Drilling	DAY	945
4	Neutron, Azimuthal density with imaging and calliper	DAY	945
5	Resistivity (Induction Type)	DAY	945
6	Drilling Jar	DAY	945
7	Drilling Jar Intensifier	DAY	945
8	Sonic While Drilling	DAY	945
9	Formation Pressure While Drilling (Call out)	DAY	180
10	Nuclear Magnetic Resonance (Callout)	DAY	180
11	Resistivity (Latero type) (Callout)	DAY	180
12	High Resolution Resistivity Imaging (Latero type) (Callout)	DAY	180
	TOTAL OPERATING CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		E1
F1	STANDBY CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		
1	Surface MWD/LWD Unit	DAY	975
2	MWD with Directional & Gamma Ray	DAY	975
3	Annulus Pressure & Annulus Temperature While Drilling	DAY	975
4	Neutron, Azimuthal density with imaging and calliper	DAY	975
5	Resistivity (Induction Type)	DAY	975
6	Drilling Jar	DAY	975
7	Drilling Jar Intensifier	DAY	975
8	Sonic While Drilling	DAY	975
9	Formation Pressure While Drilling (Call out)	DAY	360
10	Nuclear Magnetic Resonance (Callout)	DAY	360
11	Resistivity (Latero type) (Callout)	DAY	360
12	High Resolution Resistivity Imaging (Latero type) (Callout)	DAY	360
	TOTAL STANDBY CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL		F1

G1	TOTAL COST FOR SERVICES OF EQUIPMENT & PERSONNEL FOR 8.1/2" SETS		G1 = (A1 + B1 + C1 + D1 + E1 + F1)
	SPECIALIZED SERVICES FOR 8.5" HOLE SECTION		
1	Log Interpretation Services (Callout)	NO	5
			K1
	TOTAL COST OF SERVICES INCLUDING EQUIPMENT, MANPOWER AND SPECIALIZED SERVICES FOR 8.1/2" HOLE SECTION		A2 = G1 + K1
Note:			
1. Tenure of Agreement: 03 (Three) years with a provision for extension by 01 (one) year.			
2. Mobilisation Period: 60 (Sixty) days from the date of issue of Mobilization Notice.			

The bidders must quote the rates in their price bids as per the attached Price-Bid Format. The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to nearest hour.

(A) MOBILIZATION/INTERIM-MOBILIZATION CHARGES OF TOOLS/EQUIPMENT:

- i) Mobilization charges as lump sum amount against each individual set of tool(s)/equipment including manpower will be payable when all equipment/tools (free of defects/ encumbrances) and OIL approved operating personnel for that particular Set are positioned at Company's designated site and duly certified by the Company representative which shall be no later than 03 working days from the date of arrival/intimation by the contractor. The date of inspection (On hire survey) will be considered as the date of mobilization subjected to all tools and equipment are found to be in order.

Note-1 : OIL will certify within 03 working days for first mobilization. For successive re mobilization, contractor must intimate OIL about arrival of the tools and OIL will inspect the tools/equipment for each re-mobilization within 03 working days of receipt of intimation from the contractor.

- ii) Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize the equipment to the mobilization point as decided by OIL and should include all duties including all local and foreign taxes, port fees/charges including demurrage (if any) and inland transport to the mobilization point as decided by OIL etc. (on the items declared in **Proforma-A**), except customs duty, which will be to OIL's account, if applicable.
- iii) The Company will issue necessary recommendatory letter for EC as required for custom clearance as the service will be used in PEL/ML area, only on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance, so that the Company can make necessary arrangements for providing the documents in time without causing any delay for the customs/port clearance.

- iv)** Mobilization charge will not be released on the basis of arrival of individual tool / equipment although there will be individual mobilization charges (lump sum) for different tools/equipment. Mobilization will be considered to be completed only after following conditions from (a) to (e) (without any exception) are met with.
- a) All tools & equipment (surface & sub surface) as per contractual obligation (technical Spec. & quantity wise) arrive at OIL's designated site, unless specified by OIL.
 - b) Tool/Equipment arrives at OIL's designated site as per "SOW" for commencing MWD/LWD activity.
 - c) All relevant documents (technical specification, drawing, vintage, Make, Model etc.) of each & every tool & equipment are made available (as per contractual obligation) by Contractor for scrutiny by OIL.
 - d) All relevant documents are found to be technically acceptable by OIL on scrutiny.
 - e) Company issues acceptance of tools & equipment in writing. This "acceptance/clearance" certificate will be provisional in nature till performances of tools / equipment are established in operation.

Note-2: Mobilization charges for each set shall not exceed 1% of the total quoted value of each respective section in the Price Bid format. However, Mobilization charges if quoted in excess of 1% of the total quoted contract value for the set, the excess amount shall be paid at the end of the contract.

Interim Mobilization charges of each set should not exceed 0.5 % of total quoted value of each respective set in the Price Bid format. However, Interim Mobilization charges if quoted in excess of 0.5 % of the total quoted contract value for the set, the excess amount shall be paid at the end of the contract.

Each down hole tool / equipment should have minimum number of back-up tool / equipment (as per SOW). However, contractor to ensure sufficient backup tools/spares/consumables over and above the minimum quantity specified in the SOW for ensuring uninterrupted Logging while drilling activity.

(B) DE-MOBILIZATION/INTERIM DE-MOBILIZATION CHARGES OF TOOLS/EQUIPMENT:

- i)** The Contractor shall arrange for and execute demobilization of their Tools/Equipment / Spare/Accessories (one or more) etc. upon receipt of notice from the Company. For de-Mobilization Contractor shall bear all such costs/charges, if any towards the same from drilling location to Contractor's base and the same will be guided by as per "**Special Conditions of Contract**" in **Section-II, Clause No. 1.12 and 3.4**
- ii)** All rates on Tools/Equipment/Spare/Accessories etc. shall cease to exist with effect from the day the Contractor is issued de-mobilization notice by Company. No charges whatsoever will be payable with effect from the date of notice to demobilization.

- iii)** Company shall give notice to Contractor to commence demobilization. This shall be applicable with immediate effect. No other charges shall be payable after issuance of de-mobilization letter. However, after final demobilization the contractor will ensure that demobilization is completed and Company's work-site is cleared-off Contractor's property within 03 (three) weeks of notice from the Company, failing which, demobilization charge may be held up.
- iv)** Demobilization charges will be payable on clearance of all the equipment from Indian Port/ Custom authorities for re-export of equipment to Contractor's base. However, OIL shall not be obliged to pay demobilization charges of unit/equipment, if on completion of Contract/termination, Contractor does not remove its tools from the area of last operation and also if the Contractor commences operation against any other contract(s) for other operators. All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.
- v)** Upon completion of duration of the contract, the contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment
- vi)** In case of need for lean period/temporary suspension of Company's activity due to operational reasons, the Company retains the right to De-Mobilize Contractor's Equipment & Tools (any set) on interim basis and Re-Mobilize the consignment when well operations recommence. 45 (Forty-five) Days period for Interim Re- Mobilization shall be provided from date of Re-Mobilization Notice of each set of Tools & Equipment.
- vii)** No other Charges on any account will be payable from the time the De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice.

NOTE:3

- De- Mobilization charges for each section should not be less than 1% of the total quoted value of each respective Set of Tools & Equipment in the Price Bid format. If De-mobilization is quoted in deficit or less than 1% of the total quoted value for the set, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with Demobilization charges.
- Interim De-mobilization charges of each Set of Tools & Equipment should not exceed 0.5 % of total quoted value of each respective set in the Price Bid format. If Interim De-mobilization is quoted in deficit or less than 0.5% of the total quoted value for the set, the deficit amount shall be withheld from the invoice and the same will be paid at the end of the contract.

(C) OPERATIONAL CHARGES OF (TOOLS & EQUIPMENT INCLUDING MANPOWER):

- i)** Under the contract, Contractor shall be entitled to a day rate as detailed below. These rates are inclusive of spares and consumables etc. if required (including spares for running repairs and maintenance of MWD- LWD and Jars/Jar Intensifiers) for the successful completion of the work.
- ii)** During tripping in, Operating Charges shall be payable for all tools/equipment including manpower provided the tools are 100 m below the rotary table in the well including surface testing as defined below and will be pro-rated to the nearest hour.
- iii)** Surface Testing is defined as function testing of all tools/equipment of BHA below rotary table

During tripping out operation, operating charges for all tools/equipment including manpower will be payable only up to 150 m below the rotary table

DURING APPLICABLE OPERATING PERIOD MENTIONED ABOVE, ONLY OPERATING CHARGES SHALL BE PAYABLE AND NO OTHER CHARGES SHALL BE APPLICABLE. DURING NON-OPERATING PERIOD ONLY STANDBY CHARGES SHALL BE PAYABLE. BIDDER SHOULD TAKE THIS INTO CONSIDERATION AND QUOTE ACCORDINGLY.

- iv)** Operating Charges shall also be paid during stuck up / fishing operation for the first 36 hours (per occurrence) beyond which only standby Charges shall be payable. Standby Charges shall cease to be paid from the time OIL decides to call off fishing operations to recover Contractor's tool/equipment from hole and notifies Contractor accordingly.
- v)** However, during the stuck situation, operating rates will continue to be paid for Jar and intensifier pertaining to the fact that it is well established to the satisfaction of OIL that the Jar is firing. If the jar fails to operate due to any reasons, Clause iv) above will also be applicable to both Jar as well as Intensifier.
- vi)** Operating Charges shall be payable with Tool in hole for first 36 hours, per occurrence, in case drilling is stopped due to well activity or mud loss conditions. Standby Charges shall only be payable beyond 36 hours, till normal operation is resumed.
- vii)** Operating Charges shall be payable with Tool in hole for first 36 hours, per occurrence, incase drilling is stopped due to major rig maintenance. Standby Charges shall only be payable beyond 36 hours, till normal drilling operation is resumed.
- viii)** In the event the Contractor's operating crew is not available for operation at any point of time during the period of contract no payment shall be made for such period.
- ix)** Operating Charges shall not be payable for any tool/equipment of BHA if it fails to function below R/Table after "Surface Testing".
- x)** Zero Rate will be applicable for entire Bottom Hole Assembly, in case of discontinuation / suspension of normal operation (drilling or round trip)

leading to pulling out of drill string due to malfunctioning of any one component of BHA. Operating rate for entire Bottom Hole Assembly will cease to be paid under this circumstance.

- xi)** Under above circumstances, Zero rate will continue for entire Bottom Hole Assembly for the period starting from suspension of normal operation (drilling and roundtrip) till normal (identical) operation is resumed at the same depth. However, any shut down period (such as crew shortage, machinery failure, rig repairing, local bandh etc.) owing to OIL or other reasons (not attributable to Contractor's fault) during the zero rate period will be appropriately deducted from zero rate period.
- xii)** Selective Zero rate will be applicable only for those malfunctioning components of BHA, when normal operation (drilling or round-trip) is continued with other functional components of BHA as per the consent of OIL representative. The Selective Zero rate for non-functional tool will continue from the time of fault detection (down hole) till the drill string is pulled out of hole after completion of normal operation. The functional components of BHA will continue to be paid operating rate under such circumstances.
- xiii)** However, under above circumstances if OIL decides to pull out the BHA for changing the malfunctioned component owing to operational requirement which may lead to operational downtime, zero rate for entire downhole components will be applicable from the time of stoppage of drilling operations till normal (identical) operation is resumed at the same depth as per **Clause (C) point no. (x, xi)** mentioned above.
- xiv)** Without back up of tools/equipment in working condition, under this condition – the moment any tool failure is detected in operation, immediately zero rate will be applicable as defined in clause no. **(C) (x), (xi) & (xii)** under schedule of rates. Additionally, penalty @ 100% of Operating rate of the faulty tool(s) will be levied from the waiting period at surface till the replacement/back up tool(s) is available at site and certified by OIL personnel.

D) STAND BY CHARGES OF TOOLS/EQUIPMENT INCLUDING MANPOWER:

- i)** Stand by charges for tools & equipment including manpower will be applicable for non-operating period of tools & equipment.
Once the operating day rate is applicable no Standby charges will be payable for tools/equipment and manpower.
- ii)** During Stand by period, the equipment has to be in fully operating condition. Prior permission from OIL will be required for repair and preventive maintenance.
- iii)** Stand by charges shall not be payable once the de- mobilization notice is issued by OIL for any tool(s)/equipment.

- iv)** Stand by charges shall be applicable for any tool/equipment of BHA including manpower during the period it lies on surface and during surface testing of the same to about 100 meter below rotary table.
- v)** If the Contractor withdraws the whole or part of the equipment or any manpower resulting in breakdown of operation, zero Rate will be paid.
- vi)** Stand by charges for complete consignment of Tools / Equipment will continue to be payable during "Dismantling of Contractor's facility in one location, Inter-Location movement, Re-Installation & Re -Commissioning of Contractor 's facility in next location".
- vii)** Stand by charges includes supply of spares & consumables, replacement/maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.
- viii)** All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.
- ix)** Stand by charges will be payable for full day or part thereof on prorata basis up to the nearest hour.
- x)** If a particular tool / equipment is found to be non-functional during operation in first well after successful initial mobilization, in that case neither operating rate nor Stand by charges will be applicable from the date of mobilization of entire consignment of different tools & equipment at OIL designated site. The entire mobilization will be deemed incomplete and applicable LD charges will be imposed as per Liquidated Damages clause.
- xi)** Contractor can withdraw their manpower during non-operating period at their own cost, subjected to ensuring their availability once operation starts. OIL will not issue any separate communications for manpower mobilization.

NOTE: Standby charges of each tools/ equipment (including call out services) should not exceed 50% of the quoted operating Unit rate for the respective tools/ equipment in the Price Bid.

(E) FORCE MAJEURE RATE:

- i) Force majeure conditions are defined in **Clause 31.0 of Section-I**, "General Conditions of Contract".
- ii) All rates shown in Schedule of Rates shall be restricted to 50% of Stand by charges for the service being provided by Contractor at the time of occurrence of force majeure situation. This will be considered as FORCE MAJEURE RATE under all conditions.
- iii) The Force Majeure Rate shall be payable during the first 15 days period of force majeure situation. No payment would apply after expiry of Fifteen (15) days force majeure period, unless otherwise agreed to.

(F) ZERO RATES:

Notwithstanding any provision in the contract, no charges (Stand by charges, operating for tools/equipment including personnel) shall be payable for the period, the job or activity assigned to the Contractor is halted due to breakdown of Contractor's tools/equipment, non-availability of personnel, spares or any other reasons whatsoever attributable to the Contractor.

(G) GENERAL NOTE:

- i)** Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".
- ii)** Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per **Proforma-A**.
- iii)** From the **Proforma-A**, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (RE-EX).
- iv)** Similarly, from the **Proforma-A**, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (CONSUMABLES).
- v)** No separate charges are applicable for stabilizers.
- vi)** Directional BHA making including surface testing time should be limited to 6 hrs max. Beyond 6hrs, zero rate will applicable. However, in case of the delay beyond 6hrs on account of rig will not be on the service provider.
- vii)** For all call out services, all terms viz, operating, standby and zero rate etc. will be guided by the above SCHEDULE OF RATES

**To,
GM-CONTRACTS (HoD)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of service: Hiring of 02 (Two) Sets of Independent 8½"LWD Services which includes Equipment and Personnel for Drilling Location on regular and call out basis for a period of 03 (three) years extendable by one (01) year in the state of Assam & Arunachal Pradesh.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

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

3 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

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

6 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.

7 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8 The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10 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.

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

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

13 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14 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.

15 If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.

16 The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17 To arrange daily toolbox meeting and regular site safety meetings and maintain records.

18 Records of to be maintained in Form A (Part A, B), B, D & E (as per Ease of Compliance Gazette Notification No 126 dated 21.02.2017) by the contractor (Details in Clause 1.11).

19 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.

20 A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22 In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23 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.

24 The contractor should prevent the frequent change of his contractual employees as far as practicable.

25 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Act/Rules/regulations/pertaining to Health, Safety and Environment

(Seal)

Yours Faithfully

Date_____

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 **‘Hiring of 02 (Two) Sets of Independent 8½"LWD Services which includes Equipment and Personnel for Drilling Location on regular and call out basis for a period of 03 (three) years extendable by one (01) year in the state of Assam & Arunachal Pradesh’**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

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

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

Section: 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

Section: 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Principal.

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

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

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

Section: 9 - Pact Duration

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

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

Section: 10 - Other provisions

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

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

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

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

.....

For the Principal

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

Place.

Date .

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam					
DESCRIPTION OF WORK/SERVICE: Hiring of 02 (Two) Sets of Independent 8½"LWD Services which includes Equipment and Personnel for Drilling Location on regular and call out basis for a period of 03 (three) years extendable by one (01) year in the state of Assam & Arunachal Pradesh.					
PRICE BID FORMAT (CDG8533P22)					
NAME OF BIDDER					
Bidder's GST No.					
SAC/HSN Code					
Select the benefit sought under the Policy (PP-MSE/PP-LC/None)					
Applicable GST Rate in %					
Applicable GST (CGST+SGST/IGST/CGST+UTGST/Not applicable)					
Quoted Currency					
Item No.	Description of Services	UOM	Estimated Quantity	Rate to be quoted Excluding GST	Amount Excluding GST
			A	B	C = A * B
A1	MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL				
1	Surface MWD/LWD Unit	LSM	2		0.00
2	MWD with Directional & Gamma Ray	LSM	2		0.00
3	Annulus Pressure & Annulus Temperature While Drilling	LSM	2		0.00
4	Neutron, Azimuthal density with imaging and calliper	LSM	2		0.00
5	Resistivity (Induction Type)	LSM	2		0.00
6	Drilling Jar	LSM	2		0.00
7	Drilling Jar Intensifier	LSM	2		0.00
8	Sonic While Drilling	LSM	2		0.00
9	Formation Pressure While Drilling (Call out)	LSM	1		0.00
10	Nuclear Magnetic Resonance (Callout)	LSM	1		0.00
11	Resistivity (Latero type) (Callout)	LSM	1		0.00
12	High Resolution Resistivity Imaging (Latero type) (Callout)	LSM	1		0.00
	TOTAL MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL			A1	0.00
B1	DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL				
1	Surface MWD/LWD Unit	LSM	2		0.00
2	MWD with Directional & Gamma Ray	LSM	2		0.00
3	Annulus Pressure & Annulus Temperature While Drilling	LSM	2		0.00
4	Neutron, Azimuthal density with imaging and calliper	LSM	2		0.00
5	Resistivity (Induction Type)	LSM	2		0.00
6	Drilling Jar	LSM	2		0.00
7	Drilling Jar Intensifier	LSM	2		0.00
8	Sonic While Drilling	LSM	2		0.00
9	Formation Pressure While Drilling (Call out)	LSM	1		0.00
10	Nuclear Magnetic Resonance (Callout)	LSM	1		0.00
11	Resistivity (Latero type) (Callout)	LSM	1		0.00
12	High Resolution Resistivity Imaging (Latero type) (Callout)	LSM	1		0.00
	TOTAL DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL			B1	0.00
C1	INTERIM DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL				
1	Surface MWD/LWD Unit	LSM	6		0.00
2	MWD with Directional & Gamma Ray	LSM	6		0.00

3	Annulus Pressure & Annulus Temperature While Drilling	LSM	6		0.00
4	Neutron, Azimuthal density with imaging and calliper	LSM	6		0.00
5	Resistivity (Induction Type)	LSM	6		0.00
6	Drilling Jar	LSM	6		0.00
7	Drilling Jar Intensifier	LSM	6		0.00
8	Sonic While Drilling	LSM	6		0.00
9	Formation Pressure While Drilling (Call out)	LSM	4		0.00
10	Nuclear Magnetic Resonance (Callout)	LSM	4		0.00
11	Resistivity (Latero type) (Callout)	LSM	4		0.00
12	High Resolution Resistivity Imaging (Latero type) (Callout)	LSM	4		0.00
	TOTAL INTERIM DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL			C1	0.00
D1	INTERIM RE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL				
1	Surface MWD/LWD Unit	LSM	6		0.00
2	MWD with Directional & Gamma Ray	LSM	6		0.00
3	Annulus Pressure & Annulus Temperature While Drilling	LSM	6		0.00
4	Neutron, Azimuthal density with imaging and calliper	LSM	6		0.00
5	Resistivity (Induction Type)	LSM	6		0.00
6	Drilling Jar	LSM	6		0.00
7	Drilling Jar Intensifier	LSM	6		0.00
8	Sonic While Drilling	LSM	6		0.00
9	Formation Pressure While Drilling (Call out)	LSM	4		0.00
10	Nuclear Magnetic Resonance (Callout)	LSM	4		0.00
11	Resistivity (Latero type) (Callout)	LSM	4		0.00
12	High Resolution Resistivity Imaging (Latero type) (Callout)	LSM	4		0.00
	TOTAL INTERIM RE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL			D1	0.00
E1	OPERATING CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL				
1	Surface MWD/LWD Unit	DAY	945		0.00
2	MWD with Directional & Gamma Ray	DAY	945		0.00
3	Annulus Pressure & Annulus Temperature While Drilling	DAY	945		0.00
4	Neutron, Azimuthal density with imaging and calliper	DAY	945		0.00
5	Resistivity (Induction Type)	DAY	945		0.00
6	Drilling Jar	DAY	945		0.00
7	Drilling Jar Intensifier	DAY	945		0.00
8	Sonic While Drilling	DAY	945		0.00
9	Formation Pressure While Drilling (Call out)	DAY	180		0.00
10	Nuclear Magnetic Resonance (Callout)	DAY	180		0.00
11	Resistivity (Latero type) (Callout)	DAY	180		0.00
12	High Resolution Resistivity Imaging (Latero type) (Callout)	DAY	180		0.00
	TOTAL OPERATING CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL			E1	0.00
F1	STANDBY CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL				
1	Surface MWD/LWD Unit	DAY	975		0.00
2	MWD with Directional & Gamma Ray	DAY	975		0.00
3	Annulus Pressure & Annulus Temperature While Drilling	DAY	975		0.00

4	Neutron, Azimuthal density with imaging and calliper	DAY	975		0.00
5	Resistivity (Induction Type)	DAY	975		0.00
6	Drilling Jar	DAY	975		0.00
7	Drilling Jar Intensifier	DAY	975		0.00
8	Sonic While Drilling	DAY	975		0.00
9	Formation Pressure While Drilling (Call out)	DAY	360		0.00
10	Nuclear Magnetic Resonance (Callout)	DAY	360		0.00
11	Resistivity (Latero type) (Callout)	DAY	360		0.00
12	High Resolution Resistivity Imaging (Latero type) (Callout)	DAY	360		0.00
	TOTAL STANDBY CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL			F1	0.00
G1	TOTAL COST FOR SERVICES OF EQUIPMENT & PERSONNEL FOR 8.1/2" SETS			G1 = (A1 + B1 + C1 + D1 + E1 + F1)	0.00
SPECIALIZED SERVICES FOR 8.5" HOLE SECTION					
1	Log Interpretation Services (Callout)	NO	5		0.00
				K1	
	TOTAL COST OF SERVICES INCLUDING EQUIPMENT, MANPOWER AND SPECIALIZED SERVICES FOR 8.1/2" HOLE SECTION (EXCLUDING GST)			A2 = G1 + K1	0.00
	TOTAL COST OF SERVICES INCLUDING EQUIPMENT, MANPOWER AND SPECIALIZED SERVICES FOR 8.1/2" HOLE SECTION (INCLUDING GST)			A3 = A2 + GST	0.00
					The above cost to be entered against the “OFFER PRICE” field in the E-Tender portal. Bidders to refer Clause 3.0 of ITB for details.
NOTE:					
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.					
2. The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and applicable GST (CGST & SGST/UTGST or IGST).					
3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.					
4. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.					
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.					
6. Bidder may seek benefits under Public Procurement Policy for MSEs – Order 2012 or PP-LC Policy.					
7. Refer to GCC for detail of GST.					
8. Refer to SOQ & SCC for Item detail Description.					
9. Mobilisation Period: 60 (Sixty) days from the date of issue of Mobilization Notice.					

BID FORM

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

Sub: IFB No. CDG8533P22

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

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

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

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

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

Dated this _____ day of _____ 2021.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

**TO
GM-CONTRACTS (HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India**

Sir,

SUB: OIL's IFB No. CDG8533P22

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDG8533P22** for **‘Hiring of 02 (Two) Sets of Independent 8½"LWD Services which includes Equipment and Personnel for Drilling Location on regular and call out basis for a period of 03 (three) years extendable by one (01) year in the state of Assam & Arunachal Pradesh’.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL's IFB No. CDG8533P22

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against IFB No.
CDG8533P22 for **'Hiring of 02 (Two) Sets of Independent 8½" LWD Services**
which includes Equipment and Personnel for Drilling Location on regular and
call out basis for a period of 03 (three) years extendable by one (01) year in
the state of Assam & Arunachal Pradesh' for any commercial/ Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and
shall be signed by a person competent and having the power of attorney (Power of
attorney shall be annexed) to bind such Bidder.

BID SECURING DECLARATION

(to be submitted on Bidders's letter head)

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

TENDER NO. CDG8533P22

I/We, the undersigned, declare that:

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

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Contd.... P/2

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

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

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

AGREEMENT FORM

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

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

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

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

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 3% of Annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

E-TENDER NO. CDG8533P22

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDG8533P22

**To,
The GM-Contracts (HoD)
Contracts Department,
OIL, Duliajan**

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE
OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref : Note 'b.' under Clause 1.1 Financial Criteria of BEC/BRC of
Tender No. CDG8533P22**

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do
hereby solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

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

Srl#	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable ? YES or NO	Year of M	HSN Code
A	B	C	D	E =C x D	F	G =F + E	H	I = G+H	J	K	L

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA OF BANK GUARANTEE TOWARDS PURCHASE PREFERENCE-LOCAL CONTENT

Ref. No. _____ Bank Guarantee No. _____ dated _____

To
Oil India Limited

India Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a Contract No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees _____ for the faithful fulfilment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other

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guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO. 1

(Signature)

Full name and official address

(Signature)

Full name, designation and address

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(in legible letters)

Stamp with Bank

(in legible letters)

WITNESS NO. 2

Attorney as power of Attorney no. _____

Date: _____

(Signature)

Full name and official address (in legible letters)

Stamp

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDG8533P22**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 90 (Ninety) days from original Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm the currency of quoted prices: (The same will be finally converted to Indian Rupees for evaluation).	
12.	Confirm that quoted prices shall remain firm and fixed until	

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	completion of the contract, except as otherwise mentioned in the bid document.	
13.	Confirm that the certificate of Incorporation has been submitted.	
14.	Confirm whether you want to avail/claim Purchase Preference. If yes, specify under which category: PP-LC or MSE?	
15.	Confirm whether Udyam Registration Certificate has been submitted, in case availing MSE benefit.	
16.	If availing benefit under PP-LC Policy, confirm that, percentage of Local Content has been mentioned in the bid and Undertaking (as per format given) towards compliance of Local Content requirement along with certificate from Statutory Auditor/Chartered Accountant has been submitted.	
17.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
18.	Confirm whether, the bid documents required towards compliance of Bid Evaluation Criteria have been verified & certified by Independent TPI agencies as mentioned in Clause No. 9.0 of BEC/BRC of the tender document.	
19.	Confirm acceptance to all terms & conditions of the Tender.	
20.	Confirm that all correspondence must be in English Language only.	
21.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
22.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
23.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

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Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

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

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender/Contract No.

BG issuing bank details:-

Bank Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

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

Authorized Signature: _____
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No: _____

Encl: Original bank guarantee

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

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDG8533P22

M/s _____ having registered office at _____
intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s (Name of the Bidder) for the last 03 (Three) completed accounting years up to **(as the case may be)** are correct.

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature:

Registration No.:

UDIN:

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

(INDIAN BIDDERS ARE REQUIRED TO EXECUTE ON STAMP PAPER OF
REQUISITE VALUE AND NOTORISED)

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

WHEREAS

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

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

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

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

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE
(Delete whichever not applicable)

(INDIAN BIDDERS ARE REQUIRED TO EXECUTE 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 / **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the

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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 _____

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE
GUARANTEE TOWARDS FINANCIAL STANDING
(Delete whichever not applicable)**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

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

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

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

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.

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- (e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

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

Witness:

1.

2.

Witness:

1.

2.

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

(IN CASE OF INDIAN BIDDER 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.

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6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidary 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-subsidary 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-subsidary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

**FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE
PARENT/SUPPORTING COMPANY**

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

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. _____ to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/head office at _____ is the **"Ultimate Parent"** of **"Supporting Company"** M/s..... (Name of the supporting company with address)/M/s..... (Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ "ULTIMATE PARENT", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract 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:

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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: _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

- (a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
 - i) "MT 760 / MT 760 COV for issuance of bank guarantee.
 - ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

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

- (b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (c) Further correspondence against BG towards Performance Security must contain the Contract Number.

[On company's Letter Head]

To,

**M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602**

Dear Sir,

This has reference to your Tender No. dated 20__ on the subject
.....

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel of the Technical collaborator/Subsidiary/Parent company/Joint Venture Partner experience (strike out whichever are not applicable) on whose strength we are meeting the tender's Technical requirement as per the tender qualifying criteria throughout the duration of the contract period.

Signature
(Name & Designation of Authorized person)

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid No. _____ against **Tender No. CDG8533P22** dated _____ for **‘Hiring of 02 (Two) Sets of Independent 8½" LWD Services which includes Equipment and Personnel for Drilling Location on regular and call out basis for a period of 03 (three) years extendable by one (01) year in the state of Assam & Arunachal Pradesh’**.

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Notification No. FP-20013/2/2017-FP-PNG dated 17.11.2020 (or as amended from time to time). The percentage of Local Content is _____ % .

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

TECHNICAL EVALUATION SHEET FOR BEC
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Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1		<p>BID EVALUATION CRITERIA (BEC)</p> <p>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 during the Pre-Bid Conference as scheduled against 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.</p> <p>Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.</p>			
1.1 <u>TECHNICAL EVALUATION CRITERIA:</u>					
2		Bidders must meet the following criteria:			
3	1.1	EXPERIENCE:			

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		<p>1.1.1 The Bidder should be a “Directional Drilling with Logging While Drilling” Service Provider having experience of providing “Similar Services”* as under to any E&P Company (Companies involved in Exploration & Production of Oil & Gas) during the last seven (7) years preceding to the original bid closing date of this tender:</p> <p>(i) The Bidder should have successfully completed at least one (1) such contract of minimum one (1) year duration using MWD/LWD tools.</p> <p>(ii) The Bidder should have experience of providing “Similar Services” for each type of well profiles viz., “J”, “S”, “Vertical”, “Horizontal” and “Multilateral”, either under a single contract or under multiple contracts in any combinations.</p> <p>(iii) The bidder should also have successfully completed minimum 6 (Six) directional wells using MWD/LWD tools in combination or as standalone service, either under a single contract or under multiple contracts.</p> <p>**“Similar Services” means, providing collar based MWD & LWD tools including supply of equipment and competent personnel.</p>			
4	Notes to BEC Clause 1.1 above:	<p>Bidder must submit necessary documentary evidence as noted below in support of their technical experience mentioned under clause No. 1.1.1 above:</p> <p>a. Documentary evidence(s) in the form of relevant pages of the contract(s) executed showing detailed address(es) of client(s), scope of work along with completion certificate(s)/end of well report (EOW report)/project report/project closure report issued by the client(s).</p>			

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		<p>Details of documents in compliance of above should be submitted as part of Technical bid. The same should also be furnished in the prescribed format as per Annexure-A.</p> <p>b. Documentary evidence(s) in the form of work order(s)/end of well report(s)/well completion report(s)/directional survey reports/completion certificate(s)/end of well report (EOW report)/project report/project closure report or any other document(s) in support of the successful completion of the 06 (Six) nos. of Wells using LWD/MWD tool shall have to be submitted in support of the Technical experience criteria [(1.1.1 (iii))]. The same should also be submitted in the prescribed format as per Annexure-B.</p> <p>c. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.</p> <p>d. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.</p> <p>e. Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value, as stipulated shall only be treated as acceptable experience.</p> <p>f. 'Similar Services' executed through 'sub-contracting' shall not be considered for evaluation.</p>			
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		<p>g. 'Similar Services' executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>h. The Bidder must submit an undertaking as part of its technical bid categorically confirming to provide the complete services as described in this Tender. The Scope of Work covered in this tender is not divisible. Hence, Bids submitted for part of the work shall be rejected outright.</p>			
5	1.2	<p>In case a bidder does not have all services on their own, they can have pre-tender tie up only for the services of Jar and Intensifier with another party. However, the lead bidder must have MWD/LWD services of their own.</p> <p>1.2.1 In case of pre-tender tie-up, the bidder should execute a legally enforceable MOU/ Agreement with its supporting party, which should initially remain valid at least for six (6) months beyond the bid validity. The MOU/Agreement should also have a provision for extension of validity to cover the entire period of contract, including extension (if any), in the event of award of contract on the lead bidder. Copies of the pre-tender tie-up for each third-party service mentioned under clause 1.2 above, should be furnished along with the Technical Bid clearly referring to OIL's tender document number & indicating the scope of work for technical partner of the bidder. Notwithstanding the MOU, bidder shall clearly undertake the single point responsibility of completing the project as offered by the bidder.</p>			
6	1.3	Any party who is extending support by way of entering into Joint Venture/Consortium agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.			
7	2.0	BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES: Bids of those bidders who themselves do not meet the experience criteria as			

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		stipulated in Clause No. 1.1 & 1.2 of the tender, can also quote under the categories listed below in Clause Nos. 2.1, 2.2, 2.3:			
8	2.1	<p>BID FROM CONSORTIUM OF COMPANIES: In case the bidder is a Consortium of Companies, the following requirement should be satisfied by the bidder:</p> <p>(a) The leader of the consortium shall satisfy the minimum experience requirement as per Clause No. 1.1.1 (i) above.</p> <p>(b) Consortium bids shall be submitted with a Memorandum of Understanding among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MOU must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:</p> <p>(c) MOU/Agreement concluded by the bidder with consortium partners, should 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, including extension, if any. The MOU must unconditionally and unequivocally declare that the MOU shall remain valid during the validity of the Contract. The MOU/Agreement should be submitted along with the Technical bid.</p>			

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	<p>(d) Only the leader of the consortium shall register in the E-portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the leader of consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>(e) The performance security shall be in the name of the leader on behalf of the consortium.</p> <p>(f) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.</p> <p>(g) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.</p> <p>(h) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>(i) OIL may consider direct payment to individual consortium members, provided the consortium, so formed is with sister subsidiary/co-subsidary companies having the same parent/holding company or within the same ultimate parent/holding company and is complied with the terms of the Circular No. 07/2016 dated 07th March, 2016 issued by the Central Board of Direct Taxes (CBDT). Besides, for direct payment required for their part of scope of works, the same should be clearly indicated in the bid as well as MoU along with member-wise details of price break-up.</p> <p>(j) In case of consortium bids, the bid shall be digitally signed by the leader of consortium. The power of attorney from each member</p>			
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		<p>authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid.</p> <p>(k) Documents/details submitted with the bidding document pertaining to qualification of the BIDDER must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.</p> <p>(l) Constitution of Consortium: The members of the consortium should not be more than three. 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.</p> <p>(m) Signing of Contract: In the event of award of contract to the consortium, the contract is to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.</p> <p>(n) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p> <p>(o) 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.</p>			
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		<p>(p) 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 bidder/consortium partner, the MOU/Agreement should be notarized/endorsed by Indian Embassy.</p> <p>Note: Bidder(s) quoting in collaboration/joint venture partnership/consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately /independently against this tender. All such bids including the partnership bids shall be summarily rejected against the tender.</p>			
9	2.2	<p>BID SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY: Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.2 above can also be considered provided the bidder is a 100% 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 100% subsidiary company (Supporting Company). However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsubsidiary company or through any other arrangement like technical collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed as PROFORMA-XVII between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as PROFORMA-XVIII from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.</p>			

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10	2.3	<p>BID SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY: Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause No. 1.2 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:</p> <p>(a) Provided that the sister subsidiary/co-subsubsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.</p> <p>(b) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the technical experience criteria laid down in clause 1.2 above and not through any other arrangement like technical collaboration etc.</p> <p>(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 PROFORMA-XX, between them, their ultimate parent/holding company, along with the technical bid.</p> <p>In the situations mentioned in Clause No. 2.2 and 2.3 above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at PROFORMA-XXI, 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 supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount</p>			
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TECHNICAL EVALUATION SHEET FOR BEC
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		<p>which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.</p> <p>(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 non-performance of the contractor.</p>			
11	2.4	<p>Bidders quoting under the categories as mentioned under Clause Nos. 2.1, 2.2 and 2.3 above should provide the respective services including key personnel throughout the duration of 50% of the Contract period during execution of the contract. A declaration as per PROFORMA-XXII in this respect to be submitted as part of the technical bid.</p>			
12	3.0	<p>MOBILISATION TIME: Bidders must submit an undertaking confirming their compliance in their “technical” bid to complete mobilization as per the following:</p> <p>3.1 REGULAR SERVICE: Mobilization of all the 02 (Two) sets of tools, equipment and personnel must be completed within 60 (Sixty days) from date of issue of the 1st mobilization notice. However, each set of Tools & Manpower pertaining to regular Services may be mobilized independently as to be notified by OIL. Offers indicating mobilization time more than 60 days from the date of issuance of mobilization notice for the set of tools(s) will be rejected.</p> <p>3.2 CALLOUT SERVICES: In case of call out service, 60 days mobilization notice will be issued. Offers indicating mobilization time more than 60 days from the date of issuance of mobilization notice for the call out tool(s) will be rejected.</p>			
13	4.0	<p>4.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date</p>			

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	<p>should be minimum INR 81.39 crores or US\$ 10.80 Million as per the Audited Annual Reports.</p> <p>4.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p>[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".].</p> <p>4.3 In case of bid from Consortium of Companies as per Clause 2.1, the average annual financial turnover during the last 03 (Three) completed accounting years as on the original bid closing date should be as per Clause 4.1 above, for any member of the Consortium and minimum 50% of the value mentioned under Clause 4.1 above for other members. The net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.</p> <p>4.4 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) as per Clause 2.2 and 2.3, who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:</p> <p>i. Average Annual Turnover of last three accounting years of the parent/ultimate parent/holding company (supporting company) shall be as per Clause 4.1 above.</p> <p>ii. Net worth of the parent/ultimate parent/holding company (supporting company) should be positive for the accounting year preceding the bid closing date.</p> <p>iii. Corporate Guarantee (PROFORMA-XIX) on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support</p>			
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		<p>their subsidiary company for executing the project/job in case the same is awarded to them, and</p> <p>iv. Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</p>			
14	Notes to BEC Clause 4.0 above:	<p>Notes to BEC Clause 4.0 above:</p> <p>a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</p> <p>OR</p> <p>(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in PROFORMA-XVI.</p> <p>Note : Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p> <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/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</p>			

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		<p>undertaking in support of the same along with their technical bid as per PROFORMA-X.</p> <p>c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder 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 (with Valid UDIN) is to be submitted by the bidder regarding converted figures in equivalent INR or US\$. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.</p> <p>f. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 4.0.</p>			
15	5.0	COMMERCIAL EVALUATION CRITERIA:			
16		<p>5.1 Bids shall be submitted under single stage Two Bid System i.e., Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical Attachments" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall</p>			

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	<p>be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.</p> <p>5.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>5.3 Bids should be valid for a period of 120 (one-hundred twenty) days. Bids with shorter validity shall be rejected as being non-responsive.</p> <p>5.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" (PROFORMA-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.</p> <p>5.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.</p> <p>5.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>5.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.</p> <p>5.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.</p>			
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		<p>5.9 Any Bid containing false statement shall be rejected.</p> <p>5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid shall be summarily rejected.</p> <p>5.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.</p> <p>5.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:</p> <ul style="list-style-type: none"> (i) Performance Security Clause (ii) Taxes Clause (iii) Insurance Clause (iv) Force Majeure Clause (v) Termination Clause (vi) Arbitration Clause (vii) Liability Clause (viii) Withholding Clause (ix) Liquidated Damages clause (x) Firm price (xi) Bid Security Declaration (xii) Integrity Pact 			
17	6.0	EVALUATION CRITERIA:			
18		<p><u>PRICE EVALUATION CRITERIA:</u> The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria shall be considered for further evaluation as per the price evaluation criteria given below:</p>			

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	<p>6.1 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.</p> <p>6.2 The contract shall be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.</p> <p>6.3 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.</p> <p>6.4 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under PART-IV and the summarized Price Bidding Format (Attached under "Notes and Attachments" tab of OIL's E-Tender portal).</p> <p>6.5 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>6.6 Bidders to note the following:</p> <p>(i) Mobilization charges for each section shall not exceed 1% of the total quoted value of each respective set in the Price Bid format. However, Mobilization charges if quoted in excess of 1% total quoted</p>			
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		<p>value for the set, the excess amount shall be paid at the end of the contract.</p> <p>(ii) De-Mobilization charges for each set should not be less than 1% of the total quoted value of each respective set in the Price Bid format. If De-mobilization is quoted in deficit or less than 1% of total quoted value for the set, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with Demobilization charges.</p> <p>(iii) Interim Mobilization charges of each set should not exceed 0.5% of total quoted value each respective set in the Price Bid format.</p> <p>(iv) Interim De-mobilization charges of each section should not exceed 0.5% of total quoted value of each respective section in the Price Bid format.</p> <p>(v) Standby charges of each tools/equipment (applicable for all sizes) shall not exceed 50% of the quoted operating Unit rate for the respective tools/equipment in the Price Bid.</p> <p>6.7 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made on the basis of Total Bid Value including GST quoted by each bidder strictly as per the Price Bid Format.</p> <p>Total Estimated Contract Cost for 3 (Three) years including all Taxes & Duties except GST and Basic Customs Duty which shall be extra to OIL's account:</p> $T = A1 + B1 + C1 + D1 + E1 + F1 + K1$ <p>Where,</p>			
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T = TOTAL COST OF SERVICES INCLUDING EQUIPMENT, MANPOWER AND SPECIALIZED SERVICES FOR 8.1/2" HOLE SECTION For 03 (Three) Years,
A1 = TOTAL MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
B1 = TOTAL DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
C1 = TOTAL INTERIM DE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
D1 = TOTAL INTERIM RE-MOBILIZATION CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
E1 = TOTAL OPERATING CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
F1 = TOTAL STANDBY CHARGES FOR TOOLS & EQUIPMENT INCLUDING PERSONNEL
K1 = SPECIALIZED SERVICES FOR 8.5" HOLE SECTION

Notes:

i) The items mentioned in above clause are to be read in conjunction with Schedule of Rates in PART-IV.

ii) The quantities mentioned against each item in Schedule of Rate / Price Bid Format are for evaluation purposes only, payment will be made at actual consumption.

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

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

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		<p>6.9 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder.</p> <p>6.10 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.</p> <p>6.11 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to the L1 bidder.</p> <p>6.12 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.</p> <p>6.13 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.</p> <p>6.14 In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.</p>			
19	7.0	To submit, safety record summaries for accidents, injuries, damages, near-misses and LTI over the past 2 years, reckoned from Original Bid Closing Date (Annexure: X).			

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20	8.0	<u>GENERAL:</u>			
		<p>8.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.</p> <p>8.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>8.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p>			
21	9.0	<p>THIRD PARTY INSPECTION: Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is attached as Annexure-II.</p> <p>9.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone 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</p>			

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		<p>of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL shall not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.</p> <p>9.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company shall neither send any reminder nor seek any clarification in this regard from such bidders, and the bid shall 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.</p> <p>9.3 The methodology of inspection/verification of documents is broadly as under but not limited to:</p> <p>(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.</p> <p>(b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be</p>			
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		<p>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 shall reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.</p> <p>(c) Verification of documents (but not limited to) are normally categorised as under:</p> <p><input type="checkbox"/> General Requirement:</p> <ul style="list-style-type: none"> • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check ITR of company • Check Bidder's Certificate of Incorporation – Domestic Bidder. <p><input type="checkbox"/> Additional Documents : (If applicable against the tender)</p> <ul style="list-style-type: none"> • 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 <p><input type="checkbox"/> Technical Criteria</p> <ul style="list-style-type: none"> • 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. <p><input type="checkbox"/> Financial Criteria</p> <ul style="list-style-type: none"> • Check and verify Audited Balance Sheet/CA certificate • To check the Line of Credit, if incorporated in the tender. 			
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		Note: If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.			
22	10.0	<p>CUSTOMS DUTY: In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.</p> <p>Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.</p>			
23	11.0	<p>11.0 <u>PURCHASE PREFERENCE CLAUSE for MSE:</u></p> <p>11.1 Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16th June, 2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June 2020 shall continue to be valid only for period up to the 31st day of December, 2021.</p> <p>11.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>11.3 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.</p> <p>11.4 <u>DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</u></p>			

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		<p>The Bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:</p> <p>i. Udyam Registration Number with Udyam Registration Certificate. Or</p> <p>ii. Proof of registration with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhaar registration or registration with any other body specified by Ministry of MSME.</p> <p><u>Note:</u> In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman Entrepreneurs should also be enclosed.</p> <p>11.5 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 requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the Consortium should be the 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.</p>			
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24	12.0	<p>PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP-LC): Purchase preference policy-linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. [copy of the notification is enclosed as Exhibit-I]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.</p> <p>12.1 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. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.</p> <p>12.2 Bidders seeking PP-LC benefit against this tender shall have to mandatorily meet the following at the bidding stage:</p> <p>(a) The bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.</p> <p>(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded (format enclosed).</p> <p>(c) 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.</p> <p>12.3 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</p>			
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		<p>eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.</p> <p>12.4 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.</p> <p>12.5 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.</p> <p>12.6 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.</p>			
25		<p>NOTE:</p> <p>1) IF ANY BIDDER WANTS TO AVAIL/CLAIM THE BENEFIT UNDER PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP-LC) OR MSE, THE BIDDER SHOULD CATEGORICALLY MENTION UNDER WHICH CATEGORY THEY WANT TO AVAIL, IN THEIR BID.</p> <p>2) THE TENDER'S SCOPE IS NOT SPLITABLE.</p>			
26	13.0	<p>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.</p>			

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

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

(REF. CLAUSE NO. 19.0 OF THE FORWARDING LETTER)

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

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

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 19.0 OF THE
FORWARDING LETTER**

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

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

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

ANNEXURE-A

**DETAILS OF CONTRACTS EXECUTED BY THE BIDDER FOR PROVIDING LWD SERVICES IN
DIRECTIONAL WELLS**

Sl. No.	Client Contact Details	Contract No. & Date	Duration of Contract	Scope of work	Documents Provided in Bid (*)

(*) Bidder should submit copy of relevant portion of the Contract containing "Client Name, Contractor Name, Contract No. & date, scope of work etc. along with performance certificates.

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

ANNEXURE-B**Details in support of Bidder's experience in providing MWD/LWD services solely or in combination with RSS, Mud Motor, Turbine, Rotary BHA and Others**

Well Name	Type of well	Date of Completion	Location	Client Name	Client Contact Details	End Depth (M)	Horizontal Dis-placement	LWD Services Offered Type of combinations	Support Document Provided in Bid						
									Pre-Drilling - Well planning documents				Post Drilling Documents		Authenticati on
									Well Plans	Directional Proposal	BHA Analysis	Torque & Drag Analysis	Well Plots	Surveys	BHA diagram
1															
2															
3															
4															
5															
6															
7															

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

ANNEXURE-I**DRILL STRING AVAILABLE WITH "OIL"**

SL. NO.	ITEM	OD	ID	WEIGHT (PPF)	CONNECTION
1	Drill Pipe (G-Grade/ S-Grade)	5"	3.25"/2.75"	19.5	4 1/2"IF
2	Heavy Weight Drill Pipe	5"	3.25"	49.3	4 1/2"IF
3	Drill Collar	6.5"	2.13/16"	92.5	4"IF
4	Stabilizer(6.5 " Mandrel)	8.5	2.13/16"	92	4"IF
5	Cross Over For Above				
6	Bit Sub	6.5"	2.13/16"		4.1/2" R X 4. 1/2" IF

Details of collar based MWD tool for 8. ½" hole section

SL. NO.	TOOL FEATURES		OIL Requirement	Bidder's offer	REF: FILE & PAGE NO. BY BIDDER
1	Telemetry Type		Positive mud pulse		
2	Collar Sizes		6½" or 6¾"		
3	DLS (PER 100')		8. ½" Section: 2.5 ° - 7° / 100'		
4	FLOW RANGE (GPM)		400-600 GPM and above		
5	MAX OPERATING TEMP.		130° C		
6	MAX OPERATING PRESSURE (PSI)		15000 - 20000		
7	REAL TIME UPDATE PERIOD		<= 20 Secs		
8	SURVEY TIME		<= 120 Secs		
9	DIRECTIONAL MEASUREMENT POINT FROM BIT	WITH GAMMA	Minimum possible		
10	MEASUREMENT ACCURACY	TOOL FACE	± 1.5°		
11		AZIMUTH	± 1.5°		
12		INCLINATION	± 0.2°		
13	MEASUREMENT RANGE:		0-100 deg or more		
14	LOST CIRCULATION MATERIAL (MAX SIZE & CONCENTRATION)				
15	POWER SOURCE (OPERATING TIME, HRS)		Life >300 Hrs		
16	DATA TRANSMISSION RATE (BITS/SEC)		Min. 5 bits/sec. or more and should be suitable to transmit data of various tools quoted in different segments of the tender		
17	MANUFACTURER / MODEL		Model Quoted Should be Latest and Best in Class		
18	DATA RECORDING		The system to complete with pulsar, electronic sensors, power source etc. for transmitting and recording down-hole data in real time with tool face update every 20 seconds or less. Data also is to be recorded while		

		pulling out by back reaming / with pumps-on.		
19	DATA DENSITY	Data Density should be minimum 2data/ft in real time and minimum 6 data/ft in memory mode		
20	Min. Flow Rate: 400 GPM & Max. Flow Rate 600GPM or more for 8 ½" hole section.			
21	Additional features/information (if any) is to be provided by the bidder.			

SPECIFICATION OF DRILLING JARS (HYDRO-MECH/HYDRAULIC)

3.0	JAR FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
OD Drilling Jar 6½" , 6¾" or 6¾"	Length (Maximum)	30 feet (± 3 feet)		
	ID (Minimum)	21½" - 23¼" ID		
	Tool Joint	4.1½" IF Box x Pin		
	Torsional Yield	Not less than 50,000 ft-lbs		
	Jar Up-stroke minimum	160000- 175000 pounds		
	Jar Down-stroke minimum	37600-175000 pounds		
	Stroke Length (Up & Down)	12" Minimum		
	Tensile Yield	730,000 lbs.		
	Max Operating Temp.	375-degree F or more		
	Max Operating Pressure (Psi)	20000 PSI or more		
	Manufacturer / Model	From the manufacturers specified in NIT.		

Note:

1. All x-over subs required for connection contractor's string to operator's drill string is to be provided and furnished by the CONTRACTOR.
2. In case the contractor provides retrievable RA sources, assembly should have the suitable ID to retrieve the sources if any.
3. Additional features/information (if any) is to be provided by the bidder.

SPECIFICATION OF DRILLING JAR INTENSIFIERS

SI No		JAR INTENSIFIER FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
1	6¼, 6½" / 6¾" OD Drilling Jar Intensifier	Length (Maximum)	30 feet (± 3 feet)		
2		ID (Minimum)	2¾" / 2. ½"ID		
3		Tool Joint	4½" API IF Box x Pin		
4		Torsional Yield (Minimum)	41,000 - 56200 ft-lbs		
5		Jar Up-stroke minimum	175,000 - 180,000 Lbs.		
6		Jar Down-stroke minimum	150,000 - 175000 Lbs.		
7		Stroke Length (Up & Down)	12" Minimum		
8		Tensile Yield (Minimum)	700,000 Lbs.		
9		Manufacturer / Model	Manufactured /Model from Approved list		

Note:

1. Additional features/information (if any) is to be provided by the bidder.

SPECIFICATION OF LWD TOOLS FOR 8 ½" HOLE SECTION**GAMMA TOOL/ RESISTIVITY (INDUCTION TYPE)**

SI No	Service Description	Tool Features	OIL's Requirement	Bidder's Offer	REF: FILE & PAGE NO. BY BIDDER
1	Gamma Tool	Temperature rating:	300 deg F or more		
2		Pressure rating:	18000 PSI or more		
3		Sampling Rate:	Minimum 6 sample/feet in memory mode		
4		Gamma Ray Range	0-250 API or more		
5		Gamma ray logging should be compatible and combinable with other LWD tools			
6	Resistivity (Induction Type)	Temp rating:	300 deg F or more		
7		Pressure rating	18000 PSI or more		
8		Sampling Rate	Minimum 6 sample/feet in memory mode		
9		Resistivity measurement	0.2 to 2000 Ohm-m		

SI No	Service Description	Tool Features	OIL's Requirement	Bidder's Offer	REF: FILE & PAGE NO. BY BIDDER
10		Frequency/ Depth of Investigation	To be recorded in Multiple frequencies and in multiple depth of investigations		
11		<ul style="list-style-type: none"> • Invasion Profile from curve separations • Resistivity logging should be compatible and combinable with other LWD tools • Bore-hole compensated phase & attenuation measurement systems 			

**SPECIFICATION OF ANNULUS PRESSURE AND ANNULUS TEMPERATURE TOOL FOR 8 ½" HOLE
SIZE**

SI No	TOOL FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
1	ECD and ESD CAPABILITY	Pressure sensor to identify ECD(Equivalent Circulating Density) and ESD(Equivalent Static Density)		
2	ACCURACY	APWD pressure and temperature resolution should be 5 psi or less and 1.2 deg. C or less respectively		
3	MEASUREMENT CAPABILITY	Should be able to provide measurements in both OFF and ON conditions of the pumps.		
4	LOT CAPABILITY	Should be able to take min and max pressure measurements during LOT.		
5	MAX OPERATING TEMP.	300 deg F or more		
6	MAX OPERATING PRESSURE (PSI)	18000 PSI or more		
7	MANUFACTURER / MODEL	Model Quoted Should be Latest and Best in Class		

Additional features/information (if any) is to be provided by the bidder.

SPECIFICATION OF NEUTRON, AZIMUTHAL DENSITY WITH IMAGING & CALIPER FOR 8 ½"
HOLE SECTION

SI No	Service Description	Required Specifications	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
1	Neutron, Azimuthal Density with imaging & Calliper hole size, 8.5"	Temperature rating: 300 deg F or more		
2		Pressure rating: 18000 PSI or more		
3		Azimuthal Density Range = 1.0 to 3.10 gm/ cc		
4		Pe = 1 to 20 units		
5		Neutron porosity = 0 to 60 P.U.		
6		Azimuthal density from four quadrant and images are to be provided as per the operational requirement with 16 BINS/ 16 Sectors measurement and real time transmission at a rate of 4 BINS/ 4 Sectors or more.		
7		Ultrasonic/ Density derived calliper log to be provided		

The following minimum features of Formation Pressure while Drilling (FPWD) Tool For hole size 8 ½" should be made available on call out basis:

SI No	Service Description	Required Specifications	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
1	Formation Pressure while Drilling (FPWD) Tool For hole size 8 ½" should be made available on call out basis	The formation pressure measurement to be transmitted on real time basis.		
2		Tool should be battery powered with sufficient power back up to deploy the probe for at least 100 tests or more.		
3		The tool should be able to perform test by orienting probe to high / low side of the hole in vertical / deviated wells as per operational requirement.		
4		Tool should have the ability to perform the test in Pumps On/Off mode.		
5		Tool stabilizer must be an integral i.e. no clamps on stabilizer		
6		Tool should have smart pre-test & have ability to change the test parameters by down linking in real-time.		
7		Tool should be able to provide tool status and battery status in RT. Alternative power from MWD.		
8		Combinable with all quoted LWD tools		
9		Pressure rating: 18000 PSI or more		
10		Temp rating: 300 deg F or more		
11		Tool must be able to transmit both tool measurement quality indices and tool status along with fluid mobility measurements following each Pre-test.		
12		Tool must be able to transmit the measured pressure trace following each Pre-test.		

Details of Measurement While Drilling/ Logging while Drilling Surface Unit (Workstation)

SI No	OIL Requirement	Bidder's Offer	REF: FILE & PAGE NO. BY BIDDER
1	Online surface recording system for running MWD / LWD services in , 8 ½" holes with all accessories like signal pressure transducers, precision depth assembly and MWD logs including TVD logs in real time.		
2	MWD /LWD workstation should be capable of recording stand pipe pressure, WOB, drill string weight, RPM along with MWD/ LWD data for all types of directional wells.		
3	Data to be recorded in real time as well as in memory mode. System should be able to provide raw as well as processed data. Data to be provided in electronic media (PDF, LASS and standard industry format like DLIS / CLIS) in CD / DVD. System to have capability to retrieve data in memory mode at the site.		
4	Unit should have provision for data compression feature and security protection as per prevalent Oil Industry standards.		
5	System should have color printing/ plotting facility at site. Internet connectivity to be provided by the bidder for data transmission.		
6	In the event of fault and failure of equipment & software hired from the CONTRACTOR, their personnel should be available for attending rectification of the problem.		

SONIC WHILE DRILLING

SI No	OIL Requirement	Bidder's Offer	REF: FILE & PAGE NO. BY BIDDER
1	Temp rating: 300 deg F or more		
2	Pressure rating: 18000 PSI or more		
3	Sampling Rate: minimum 6 sample/feet in memory mode		
4	Tool should be capable of monopole/multipole excitation mode to deliver real-time delta-T compressional and interval transit time.		
5	Tool should be able to provide formation shear slowness (delta-T) where mud velocities are slower than formation shear arrival.		
6	Tool should be able to record complete waveform in memory mode for post logging processing and interpretation to extract Delta-t compressional, shear, stoneley, maximum and minimum stress direction etc		
7	Tool should be able to transmit a quality factor in real-time (coherence)		
8	Tool should be able to detect top of cement in real/memory processed data		
9	Multiple modes of acquisition: monopole, dipole, quadruplets for comprehensive acoustic interpretation. Programmable at surface.		
10	Ultrasonic callipers for accurate borehole measurement Wide Band receivers to minimize drilling noise		

RESISTIVITY (LATERO TYPE): (CALLOUT)

SI No	OIL Requirement	Bidder's Offer	REF: FILE & PAGE NO. BY BIDDER
1	Temp rating: 300 deg F or more		
2	Pressure rating: 18000 PSI or more		
3	Should provide multiple resistivity (minimum 3) at multiple depth of investigation.		
4	Resistivity measurement: 0.2 to 2000 Ohm-m minimum.		
5	Must provide resistivity images in real time and allow Dip computations through these images in water-based mud.		
6	True resistivity (Rt) data.		
7	Resistivity should be right at the bit by using bit as an electrode also.		
8	Resistivity logging should be compatible and combinable with other MWD and LWD tools		

NUCLEAR MAGNETIC RESONANCE (CALLOUT)

SI No	OIL Requirement	Bidder's Offer	REF: FILE & PAGE NO. BY BIDDER
1	Temp rating: 300 deg F or more		
2	Pressure rating: 18000 PSI or more		
3	Tool should provide		
	• Mineral independent porosity		
	• Lithology independent porosity		
	• Permeability Analysis		
	• Bound fluid volume and free fluid volume in real time and in recorded mode		
4	Identification of moveable fluid type		
	• Shell diameter 12 inches or more		
	• Vertical resolution: 4 ft or less at 100ft/hr ROP		
	• Porosity accuracy +/- 1pu or \pm 5% whichever is greater		
	• Tool should be combinable with other 8 ½" hole size LWD Tools.		
	• Also after post-processed should be able to combine with other LWD/wireline information for complete petro physical analysis		

HIGH RESOLUTION RESISTIVITY IMAGING (LATERO TYPE)**(Annexure U)**

SI No	Service Description	Required Specifications	Bidder's Offer	REF: FILE & PAGE NO. BY BIDDER
1	HIGH RESOLUTION RESISTIVITY IMAGING (LATERO TYPE) hole size: 8.5 inch	Temperature rating: 300 deg F or more		
2		Pressure rating: 18000 PSI or more		
3		Should acquire micro resistivity measurements around the circumference of the borehole during the rotation of the BHA		
4		Highly focused measurements even while drilling with highly conductive, salt-saturated muds		
5		The real-time transmission of compressed images.		
6		Highly accurate, fast processing of magnetometer data provides precise tool face measurements		
7		High resolution imaging		
8		Identification of small scale structural/geological & sedimentary features		
9		Combinable with all quoted LWD tools for 8.5" hole		

DELIVERABLES FOR TOOLS MENTIONED ABOVE

SI No.	Equipment Services	Real Time Output	Recorded mode Output after each round trip	Processed Output (after completion of a hole section)
1	MWD/LWD Surface Unit			
1.1	Delivery Time	Real-Time while Drilling/Tripping	Within 24 hrs of round trip	Within 3 days of completion of Hole Section
1.2	Deliverables	<ul style="list-style-type: none"> RT Log Prints in Morning and Evening to concerned OIL Representatives (1:200 & 1:500 TVD and MD) (Through mail) 	<ul style="list-style-type: none"> Rush Print Recorded Mode Log Prints to OIL Representatives.(1:200 & 1:500 TVD and MD) (1Copy each) 	<ul style="list-style-type: none"> Detailed Well Section report on Logging BHA design, Bit details, parameters maintained with brief section summary QC'd Recorded Mode Log Prints 02 Copies each to concerned OIL representatives. Services of: 1:1000 MD Log 1:200 & 1:500 TVD and MD LAS/DLIS and PDS/ PDF format 2 x DVD containing Section Archive
2	Data Transmission system	Real time logging data transmission from Surface Unit to Client office in Town as per SOW	NIL	NIL
3	Directional, GR, Resistivity (Induction type)	<ul style="list-style-type: none"> Average GR - 0 - 250 API Phase Shift resistivity - Minimum 3 Curves Attenuation Resistivity - Minimum 1 Curve (Resistivity Curves to be transmitted after prior discussion with Company) 	<ul style="list-style-type: none"> Average GR - 0 -250 API Phase Shift resistivity- Minimum 4 Curves Attenuation Resistivity - Minimum 4 Curves Time after Bit Sliding Indicator All resistivity curves should be borehole compensated and environmentally 	<ul style="list-style-type: none"> QC'd Recorded Mode Log prints Composite Log Prints Average GR - 0 -250 API Bore hole Compensated Focused button Resistivity. Minimum 2 or more depth of investigation. Bit resistivity

SI No.	Equipment Services	Real Time Output	Recorded mode Output after each round trip	Processed Output (after completion of a hole section)
		<ul style="list-style-type: none"> MWD Surveys Tool Face Continuous Inclination and Azimuth while sliding and rotating. Collar RPM (can also be provided from other tool) Real-time data at 2 data points/ft or better Real time vibration log data 	<p>corrected.</p> <ul style="list-style-type: none"> Survey Report - Excel Sheet 	<ul style="list-style-type: none"> Real time resistivity Image(56 sector) Time after Bit sliding indicator. Survey report in Excel sheet All raw channels also required to carryout independent environment corrections on GR and Resistivity should also be provided. All data to be submitted both in hardcopy as well as in DVD mode to concerned OIL representatives
4	Neutron, Azimuthal Density with imaging & Caliper	<ul style="list-style-type: none"> Quadrant Density- Minimum Top and Bottom Density transmitted in real-time ("bottom" density in case of a deviated borehole) Quadrant Density Correction Caliper (Ultrasonic/Density) PEF - 0- 10 Thermal Neutron Porosity - environmentally-corrected log curves on-depth 16 Sector Density Image Real-time data at 2 data points/ft or better 	<p>Field Deliverable recorded mode data consisting of the following :-</p> <ul style="list-style-type: none"> Quadrant Density Quadrant Density Correction Caliper (Ultrasonic/Density) PEF - 0- 10 Thermal Neutron Porosity - environmentally-corrected log curves on-depth Time after Bit Sliding indicator 16 Sector Static Density Image 	<p>QC'ed Recorded mode Data :-</p> <ul style="list-style-type: none"> Composite report Quadrant Density Quadrant Density Correction Caliper (Ultrasonic/Density) PEF - 0- 10 Thermal Neutron Porosity - environmentally-corrected log curves on-depth Time after Bit Sliding indicator 16 Sector Static Density Image QC'ed Image Derived Density :Density of the sector where tool is in contactwith the borehole, should be provided. All raw channels also required to carryout

SI No.	Equipment Services	Real Time Output	Recorded mode Output after each round trip	Processed Output (after completion of a hole section)
				<p>independent environmental corrections on Density and Neutron should also be provided.</p> <ul style="list-style-type: none"> All raw Channels required to create Density Image independently should also be provided. Raw Near and far Counts Corrected near and far counts of neutron should also be provided One copy of LAS/DLIS is also to be provided
5	Annulus Pressure and Annulus Temperature While Drilling	<ul style="list-style-type: none"> ECD Annulus Pressure Annulus Temperature RT time based log of Annulus Pressure and temperature along with other drilling parameters 	<ul style="list-style-type: none"> Drilling Mechanics Log of ECD,MW, Annulus Pressure and Temperature along with other drilling parameters 	<ul style="list-style-type: none"> Drilling Mechanics Log of ECD,MW, Annulus Pressure and Temperature along with other drilling parameters
6	Sonic While Drilling	<ul style="list-style-type: none"> Compression Delta - T (DTCO) Data quality factor Real time surface labeling to be performed Sonic data shall be borehole compensated Real-time data at 2 data points/ft or better 	<ul style="list-style-type: none"> Compression Delta - T (DTCO) Data quality factor Sonic data shall be borehole compensated Service fully-inclusive of the usage of different filters, processing "virtual transmitter arrays" for borehole compensated outputs, and "leaky-fluid" 	<p>QC'ed Composite Log for 8½" sections:-</p> <ul style="list-style-type: none"> Compression Delta - T (DTCO) Shear in fast formations ST Coherence plot. Stonely Sonic data shall be borehole compensated Service fully-inclusive of the usage of different

SI No.	Equipment Services	Real Time Output	Recorded mode Output after each round trip	Processed Output (after completion of a hole section)
			processing [also called "dispersive STC"] which might be required for shallow hole sections	filters, for borehole compensated outputs. "Leaky-fluid" processing [also called "dispersive STC"] is required for shallow hole sections (TVD ≤ 1000M) Youngs Modulus, Poisson's ratio, vp/vs ratio
	Directional, GR, Resistivity (Latero type)	<ul style="list-style-type: none"> Average GR - 0 - 250 API Bore hole Compensated Focused button Resistivity. Minimum 2 or more depth of investigation. Bit resistivity Real time resistivity Image(56 sector) MWD Surveys Tool Face Continuous Inclination and Azimuth while sliding and rotating Collar RPM (can also be provided from other tool) Real-time data at 2 data points/ft or better 	<ul style="list-style-type: none"> Average GR - 0 - 250 API Bore hole Compensated Focused button Resistivity. Minimum 2 or more depth of investigation. Bit resistivity Realtime resistivity Image(56 sector) Time after Bit sliding indicator. Survey report Excel sheet 	<ul style="list-style-type: none"> QC'd Recorded Mode Log prints Average GR - 0 - 250 API Bore hole compensated Focused button Resistivity. Minimum 2 or more depth of investigation. Bit resistivity Real time resistivity Image (56 sector) Time after Bit sliding indicator. Survey report Excel sheet All raw channels also required to carry out independent environment corrections on GR and Resistivity should also be provided. One copy in LAS/DLIS should be provided. All data to be submitted both in hardcopy as well as in DVD mode to concerned OIL representatives
8	Formation Pressure While Drilling	<ul style="list-style-type: none"> Pressure Vs Time Profile - RT Pressure vs Depth Plot - RT Pre-test Results: Pressure, Mobility 	<ul style="list-style-type: none"> Pressure Vs Time Profile - Recorded Mode Pressure vs Depth Plot - Recorded Mode 	<p>Composite Report of all hole sections consisting of :-</p> <ul style="list-style-type: none"> Pressure Vs Time Profile -

SI No.	Equipment Services	Real Time Output	Recorded mode Output after each round trip	Processed Output (after completion of a hole section)
		<ul style="list-style-type: none"> Summary of all the tests in Excel Sheet 	<ul style="list-style-type: none"> QC'ed Pretest Results: Pressure ,Mobility and QC components Excel Sheet Summary of all the tests 	<p>Recorded Mode</p> <ul style="list-style-type: none"> Pressure vs Depth Plot - Recorded Mode QC'ed Pre-test Results: PressureMobility and QC components Excel Sheet Summary of all the tests Interpretation Report with Pressure Gradient, Mobility
9	Nuclear Magnetic Resonance	<ul style="list-style-type: none"> Magnetic Resonance Porosity FF , BF Porosity/Volume Simultaneous Multi Wait Time- T2 distribution in real time, both while drilling, and/or in wipe mode Permeability RPM 	<p>Field processed recorded mode</p> <p>NMR Data consisting of :-</p> <ul style="list-style-type: none"> Magnetic Resonance Porosity FF , BF Porosity/Volume T2 Log Simultaneous Multi Wait Time T2 distribution Permeability RPM 	<p>QC'ed Recorded mode NMR Data consisting of :-</p> <ul style="list-style-type: none"> Magnetic Resonance Porosity FF , BF Porosity/Volume T2 Log Simultaneous Multi Wait Time- T2 distribution Permeability RPM
10	High Resolution Resistivity Imaging - Latero type	<ul style="list-style-type: none"> Real time image log 8 sector as transmitted to surface in separate track along with other recorded logs in scale 1:60 	<ul style="list-style-type: none"> Memory image log 56 sector as acquired around the borehole and stored in tool memory, along with other recorded logs in scale 1:60 	<ul style="list-style-type: none"> Processing includes raw data quality control, correction for orientation, depth offset, and normalization to improve image quality. Deliverables include both static scaled and dynamically normalized images plotted together with scale 1:40
11	Log Interpretation Service	NIL	NIL	As per T&C in SOW

ANNEXURE-W

PROFORMA FOR CURRICULUM VITAE OF COMPETENT OFFICIALS

1. NAME :
2. PRESENTADDRESS :
3. PERMANENTADDRESS
4. FATHER'SNAME :
5. NATIONALITY :
6. PASSPORT NO. AND VALIDITY :

Affix a
Passport Size
Photograph

- (IN CASE OF NRI/FOREIGNER) :
7. DATE OF BIRTH :
8. DESIGNATED POST :
9. NAME OF THE REPLACED OFFICIAL (IF APPLICABLE):
10. EDUCATIONAL QUALIFICATION :

Sl. No.	Exam Passed	Institute	Board University Council Others	Grade %

11. HSE TRAININGS (If any) :
12. SEPCIFIC EXPERIENCE (If any) :
13. EXPERIENCE IN REVERSE ORDER: EXPERIENCE IN LAST THREE YEARS

Sl. No.	Year	Name of the Company (Employer)	Name of Client Company	Name of Project and Service Provided	Job Description	Key Job Responsibility	Period of Service	Type of wells drilled	Well Depth (MWD)	No. of wells drilled

SIGNATURE OF THE BIDDER

SIGNATURE OF THE CANDIDATE

N.B:

- To add row if necessary
- To be submitted in "A-4" or Executive Bond Paper, duly typed and signed
- All supporting documents to be enclosed and Annexure shall be attached where necessary
- If Company desires, original certificate to be furnished at the time of 1st deployment
- Attach copies of following documents:
 - Identity Proof
 - Date of Birth Proof
 - Proof of educational qualification
 - Proof of Experience
 - Medical Fitness Certificate in Form 'O' (as per the Mines Act 1952).

Documentary Evidence for HSE Criteria**1. LTIF for last Three years**

Sl. No.	Contract No	Name & Contact details of client	Place of Operation	Contract Period		LTIF		
				Commencement	Completion	1 st	2 nd	3 rd
1								
2								
3								

2. Details of HSE Policy :

- a) _____
b) _____
c) _____

[N.B: Please add rows as required]

Signature of Authorized Signatory Name:

Designation :

Phone No :

Place :

Date :

Note: A lost time injury (LTI) will occur when a person is injured in the execution of his/her duties and as a result of this injury is unable to perform his/her regular duties for one full shift or more on the day following day which the injury was incurred. Note: Regular duties are those duties associated with the job description of the injured. Lost time injury frequency rate shall be calculated as illustrated below:

Required Data:

- (i) No of accident for the year of calculation
(ii) No of injury for the above accidents
(iii) Total Mandays loss due to accident= X
(iv) Total Sick leave/unproductive Mandays= Y
A = Million Man-hrs worked
= No of employees * No of days * duty hour per day * 10^{-6}
B = Million Man-hrs loss due to sick leave and accident (non-productive hrs)
= (total sick leave + total Mandays loss due to accident) * duty hour per day x 10^{-6}
= (X + Y) * duty hour per day * 10^{-6}

Actual man-hour worked (C)

C = [Total Million Man-hrs worked] - [Million Man-hrs Loss due to sick leave and accident (non-productive hrs)]

= A - B

LTIF Rate = $\frac{\text{No of Injury}}{\text{Actual MMH worked}}$

No. FP-20013/2/2017-FP-PNG
Government of India
Ministry of Petroleum and Natural Gas

Shastri Bhawan, New Delhi
Dated 17th November, 2020

To,

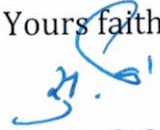
1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

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

Sir/ Madam,

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

Yours faithfully



सुशील टी. विलियम्स
(Sushil T. Williams)

उप सचिव, भारत सरकार

(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

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

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

1 Preamble

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

2 Definitions

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

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

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

3. **Scope**

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

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

4. Procurement

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

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