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Report Name: Oil India Limited

Generated By: Upasana Malakar , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 15/12/2021

Valid till: 14/01/2022

GeM Availability Report and Past Transaction Summary

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

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

1. Search String: setup of new E&P Databank/Data Management System

Search type: Service

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

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



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

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

FORWARDING LETTER

Sub: IFB No. CDH9114P22 for 'Hiring of services for setup of new E&P Databank/Data Management System and Disaster Recovery Centre along with the procurement of hardware and software'.

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/iri/portal>" for '**Hiring of services for setup of new E&P Databank/Data Management System and Disaster Recovery Centre along with the procurement of hardware and software**'. 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.	:	CDH9114P22
(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 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	:	30 (Thirty) days from the date of issuance of LOA.
(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		FHQ, Duliajan, Assam.
(xv)	Duration of the Contract	:	02 (Two) years.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer Clause No. 30.0 of General Conditions of Contract (GCC).
(xvii)	Bids to be addressed to	:	GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xviii)	Pre-Bid Conference	:	Tentatively on 12.01.2022
(xix)	Last date of receipt of Pre-Bid queries	:	Tentatively on 07.01.2022

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 Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates**

having “Organization Name” field as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable. **“Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.”**

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

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

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.

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

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

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

3.5 Parties, who do not have a User ID, can click on Guest login button in the E-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL’s E-Procurement site. For any clarification in this regard,

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

- 3.6 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).
- 3.7 Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.
- 3.8 If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- 3.9 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**
- 4.0 IMPORTANT NOTES:** Bidders shall take note of the following important points while participating in OIL's e-procurement tender:
- 4.1 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- 4.2 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 4.3 **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**.

4.4 **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.

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

6.0 **SCREEN SHOTS**

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

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

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

Notes:

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

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

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

Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

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, **RFX Number**, **RFX Owner** BHARALI, and **Total Value** 0.00 INR. The main section has tabs for **RFX Information**, **Items**, and **Notes and Attachments**. Under **RFX Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachments**. The **Event Parameters** section includes: **Currency:** Indian Rupee (with a dropdown arrow), **Detailed Price Information:** No Price, **Terms of Payment:** (with a checkbox), and **Total Bid Value:** (a yellow input field). Three callouts are present: 1. A callout pointing to the **Currency** dropdown: 'Bidder to select the currency of the Response'. 2. A callout pointing to the **Detailed Price Information** field: '"Total Bid Value" is mandatory in "No Price" RFX only'. 3. A callout pointing to the **Total Bid Value** field: '"Total Bid Value" considering all the taxes & duties.'

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

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

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

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

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

- 8.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 8.4 The beneficial owner for the purpose of para 8.3 above will be as under:
- 8.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation:
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 8.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 8.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 8.4.4 Where no natural person is identified under (8.4.1) or (8.4.2) or (8.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 8.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 8.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

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

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

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

2.0 BID DOCUMENTS:

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
 - b) Instructions to Bidders (ITB)
 - c) Bid Evaluation Criteria (BEC)
 - d) General Conditions of Contract (GCC) : Part-I
 - e) Schedule of Work, Terms of Reference/Technical Specification (SOW) : Part-II
 - f) Special Conditions of Contract (SCC) : Part-III
 - g) Schedule of Rates (SOR) : Part-IV
 - h) Safety Measures (SM) : Part - V
 - i) Integrity Pact (IP) : Part - VI
 - j) Bid Form : Proforma - I
 - k) Statement of Non-Compliance : Proforma-II
 - l) Authorisation for Attending Bid Opening : Proforma-III
 - m) Proforma of Letter of Authority : Proforma-IV
 - n) Bid Security Declaration : Proforma-V
 - o) Proforma for E-Remittance : Proforma-VI
 - p) Format of Performance Security : Proforma-VII
 - q) Agreement Form : Proforma-VIII
 - r) Format of Undertaking by bidders towards submission of authentic information/documents : Proforma – IX
 - s) Proforma - X Certificate of Annual Turnover & Net Worth
 - t) Certificate of Compliance of Financial Criteria : Proforma - XI
 - u) Proforma of Bank Guarantee towards PP-LC (Proforma - XII)
 - v) Commercial Check List (Proforma - XIII)
 - w) Undertaking towards submission of Bank Guarantee (Proforma - XIV)
 - x) Proforma - XV Format for undertaking from TPIA
 - y) PROFORMA-XVI Undertaking for Local Content
 - z) PROFORMA-XVII- List of items (equipment, tools, accessories, spares & consumable) to be imported in connection with execution of the contract showing CIF value.
 - aa) Price Bidding Format (Attached under “**Notes and Attachments**” tab of OIL’s E-Tender portal)
 - bb) Checklist for BEC/BRC

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- cc) 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)
- dd) List of Independent Inspection Agencies along with their email ID's is attached as (Annexure-II)
- ee) 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.

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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.

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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.

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- 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.

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- 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

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(subject to credit in OIL's account within prescribed time) to designated account of OIL.

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

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

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

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

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

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

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

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

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

24.0 SIGNING OF CONTRACT:

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

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

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

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

26.0 MOBILIZATION 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

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- 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

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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.

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

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

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

1.0 ELIGIBILITY CRITERIA:

- 1.1 The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020** by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

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

- (a) 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 along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded (format enclosed as **PROFORMA-XVI**).
- (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.
- (d) Bidder to submit a copy of their Certificate of Incorporation/Registration in India.

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1.2 EXPERIENCE:

- 1.2.1 The bidder should have their own E&P databank/E&P data management system and must have an experience of minimum 05 (Five) years in successfully implementing E&P data management solution including seismic, geological, log and drilling/production data loading in any upstream oil and gas company within a period of 12 (Twelve) years from the original bid closing date.
- 1.2.2 Additionally, the bidder must have experience of successfully completing the following specified work mentioned below in any upstream oil and gas company:
- i) Integration of E&P data sets and read/update records from ERP-SAP/ORACLE database/SQL database with E&P databank system.
 - ii) Integrating with one or more G&G (Geological & Geophysical) application software's (such as Petrel, Techlog, Omega etc.) with E&P databank system.

Notes to BEC Clause 1.2 above:

- i) In support of the experience criteria of Clause No. 1.2.1 above, the bidder must furnish names and addresses of the clients along with service description for whom the project(s) have been carried out. The provided list needs to be supported with performance report/proof of settlement/release of final payment against the contract/and any other document substantiating the bidders experience.
- ii) In support of the experience criteria of Clause No. 1.2.2 above, the bidder must furnish documentary evidences citing names and addresses of the clients for whom the project(s) have been carried out with relevant pages of contract/work order along with completion certificate/payment certificate issued by the client or any other documents which supports the execution of the project.
- iii) In case self-certification is provided by the bidder in support of its experience, the bid shall be rejected outright.
- iv) Work executed by the bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

1.3 CORE TEAM EXPERIENCE

As a part of the project execution, bidder must deploy an integrated core team of minimum 07 (Seven) members consisting of 01 (One) Project Manager, 02 (Two) Seismic Data Loader, 02 (Two) Well Data Loader, 01 (One) Drilling Data Loader and 01 (One) Well/Seismic Archive Object Loader in the said project.

- i) The Project Manager (or team leader) should have experience of minimum 05 (Five) years in managing E&P data processing/interpretation software and loading and QC of geoscientific data in any upstream oil and gas company. The Project Manager must be a regular full-time employee of the consultant at the time of award of Contract.

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- ii) The Seismic Data Loader must be a Geophysicist with a minimum qualification of Masters in Geophysics and must have an experience of at least 02 (Two) years in any E&P company having knowledge of loading seismic data (2D, 3D, SEG Y, SEG D and other standard formats). The Seismic Data Loader should be able to load, QC and manage seismic related data into the proposed E&P Databank system.
- iii) The Well Data Loader must be a Geologist/Petrophysicist with a minimum qualification of Masters in Geology and must have an experience of at least 02 (Two) years in any E&P company having knowledge of loading raw/processed/advanced well log data with proper QC. The Well Data Loader should be able to QC, managing and loading of raw/processed/advanced well log data into the proposed E&P Databank system.
- iv) The Drilling Data Loader must have an experience of at least 02 (Two) years in carrying out loading and QC of processed/raw Drilling data, viz. daily progress report, well policy, directional drilling report, well service operations etc., into the data repository in any upstream oil and gas company. He/she should have adequate knowledge in the field of Drilling and have working experiences in industry standard drilling application software.
- v) As a part of the offer, an undertaking is to be submitted by the bidder stating that in the event of award, contractor shall deploy the requisite resources as mentioned in points i), ii), iii) and iv) above. The bidder must furnish detailed bio-data/experience certificates of the team members certified and authenticated by the CEO or Equivalent in this regard.

2.0 MOBILIZATION TIME:

The bidders must confirm their compliance in their “technical” bid to complete the mobilization within 30 (Thirty) days from the date of issue of Letter of Award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time more than 30 (Thirty) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

3.0 FINANCIAL EVALUATION CRITERIA:

- 3.1 The bidder shall have an annual financial turnover of minimum **INR 6,59,50,000** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
- 3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.
Note: The Net worth to be considered against Clause No. 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Note to Financial Clause No. 5.0 above:

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

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- (i) Audited Balance Sheet along with Profit & Loss account.
OR
- (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-X**.

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-XI**.
- (c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- (d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- (e) Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 5.1 & 5.2.

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

4.0 COMMERCIAL EVALUATION CRITERIA:

- 4.1 Bids shall be submitted under Single Stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical Attachments" Tab** and Priced Bid as per Proforma-B uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.
- 4.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

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

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- x) Firm price
- xi) Bid Security Declaration
- xii) Integrity Pact

5.0 PRICE EVALUATION CRITERIA:

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

- 5.1 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.
- 5.2 The contract shall be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.
- 5.3 The bidders must quote their rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 5.4 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.5 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.
- 5.6 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

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

- 5.7 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

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event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder.

- 5.8 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.

6.0 GENERAL:

- 6.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company shall be final and binding on the bidders.
- 6.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer shall be summarily rejected.
- 6.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

7.0 PURCHASE PREFERENCE CLAUSE:

- 7.1 PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender.

- 7.1.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 7.1.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 7.1.3 **Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and 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 up to the 31st December, 2021.

Bidder claiming the 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

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- ii. Proof of registration 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 Udyog Aadhaar 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 or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

7.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):

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

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

8.0 AWARD OF CONTRACT: The contract for hiring of the tendered services shall be awarded as below:

- A. L-1 bidder is a MSE bidder:** In case if the L1 bidder is a MSE bidder, the contract shall be awarded to the L1 MSE bidder.
- B. L-1 Bidder is other than MSE bidder:** In case if the L1 bidder is non MSE, then preference shall be given to the lowest eligible MSE bidder falling within the price band of L1+15%. If such MSE bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher MSE bidder within price band of L1+15% and so on.

If none of the MSE bidders within price band of L1+15% accept the L1 price, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

Note: In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. Bidder to categorically confirm under which policy i.e. PP-LC or MSE, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

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- 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**

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

PART-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

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1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods:

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

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

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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.

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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:

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- (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

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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

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COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, and consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.
Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures,

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performance, reports and records pertaining to works.

- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirements including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

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

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

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.

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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 prove 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 Bidding Policy of OIL in vogue.
Subject to credit in OIL's account within prescribed time
* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 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

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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

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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.

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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

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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.

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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.

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14.9 Principal Assured:

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):
"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay for

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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.

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- 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-

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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

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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

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of either party.

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING/ASSIGNMENT:

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

24.2 Consequent upon 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

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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.

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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

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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.

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- 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 be binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition,

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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.

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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

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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-

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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:

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- 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

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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):

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- 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

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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,

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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

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

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

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

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

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

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

44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may

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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.

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

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

Part-II

TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT

1.0 PREAMBLE

- 1.1 Oil India Limited (OIL) is a National Oil Company under Government of India engaged in the business of exploration, exploitation and transportation of crude oil and gas with limited presence in mid-stream and downstream. OIL having a strong legacy with dominantly North Eastern India presence, has expanded its activities since late 90's and has now strong pan-India presence in 09 overseas countries. OIL's corporate office is at Noida with Field Headquarter at Duliajan, Assam. The Company has operating interests across the country as well as in several foreign countries. Duliajan has railway and air connectivity with the nearest airport being located at Dibrugarh around 50 km away.
- 1.2 OIL being a major upstream Company, with its in-house operations ranging from seismic data acquisition, drilling, production and transportation, an ever-growing stream of E&P data is being generated on a continuous basis. To ensure security, confidentiality and ready availability of this enormous and invaluable data assets coupled with the huge legacy data volume, a disciplined effort on E&P data management became necessary. Such an endeavor at OIL was initiated in the year 2005 through a turnkey project implementation based on solution from M/s Halliburton (erstwhile M/s Landmark).
- 1.3 Following detailed deliberation, OIL implemented E&P Databank, a world-class solution from M/s Landmark way back in 2005. The different software solutions available in the data repository are Petrobank MDS, Power Explorer (PE), OpenWorks, Web Data Loader and Recall etc. for geoscientific data and EDT Suite/Openwells etc. for Drilling data. Accordingly, a part of the enormous volume of hard data were digitized and loaded in the repository. Efforts were taken to load the available legacy as well as new data. Later on, it was observed that due to QC of the various loaded data were not done properly.
- 1.4 Apart from M/s Halliburton's (erstwhile M/s Landmark) E&P databank, OIL owns GRPC, an independent in-house developed database that stores geological, production, reservoir and chemical data and standalone ERP-SAP that stores Daily drilling, production and business data.
- 1.5 Due to the use of different application solutions in the organization, there is not only a gap between the technical data but also lack of a common database. Therefore, OIL requires a new E&P Databank (Data management system) to be set-up at Field Headquarters at Duliajan, Assam through a turn-key project with single point responsibility on the Bidder/Contractor having capability to integrate with GRPC, ERP-SAP, Drilling-EDT suite and other G&G application software, in order to have a consolidated common database and seamless data flow across the different spheres of OIL.

2.0 CURRENT SCENARIO OF EXISTING E&P DATABANK:

2.1 Solution Design:

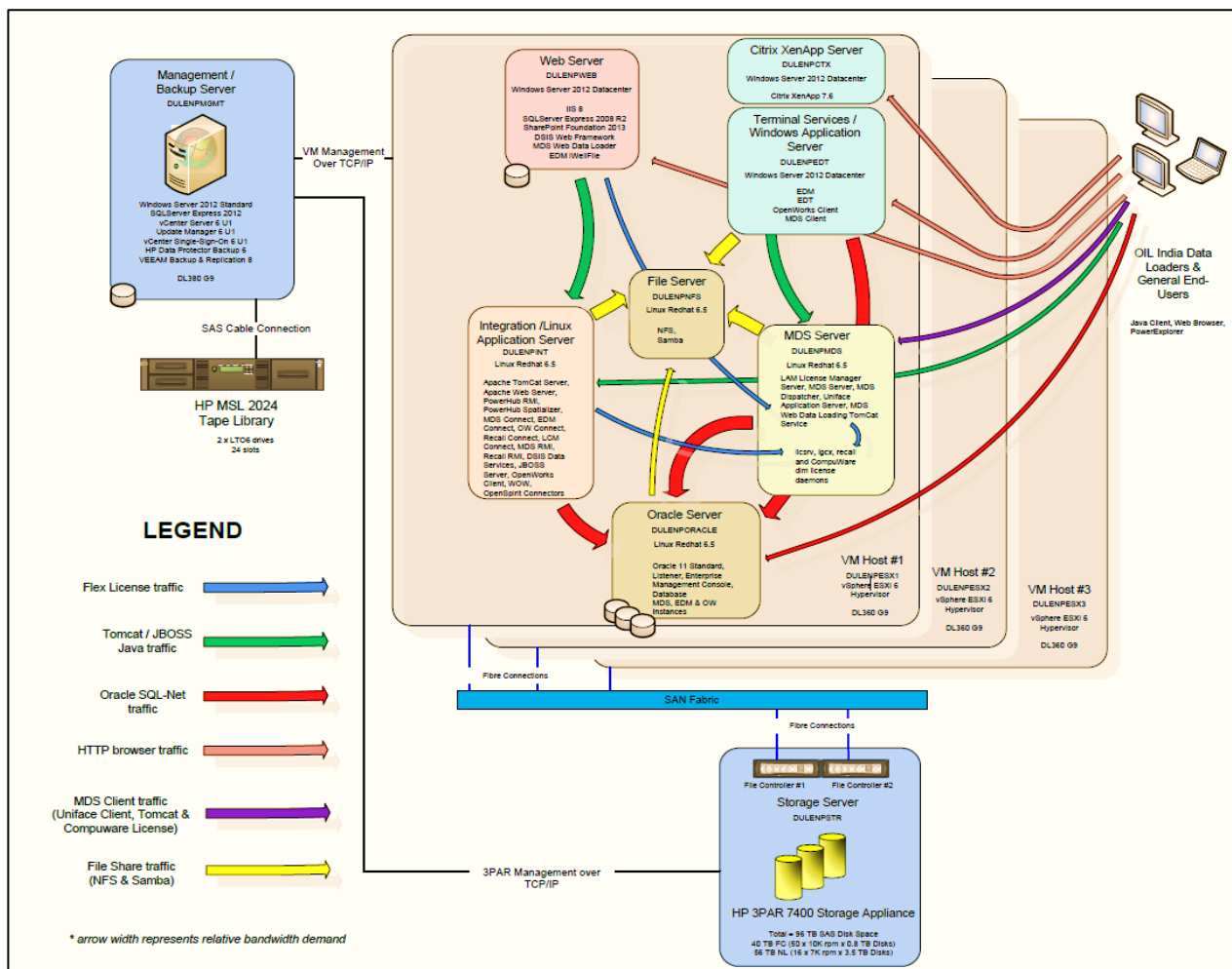


Figure 1: A representation of the current deployment of Databank Architecture in OIL

2.2 Installed Applications of existing E&P Databank:

The following applications are installed in the E&P databank.

Sl. No.	Applications
1	Petrobank MDS
2	Recall
3	Power Explorer
4	OpenWorks
5	Web Data Loader
6	Web OpenWorks (WOW)
7	EDT suite (Drilling application)

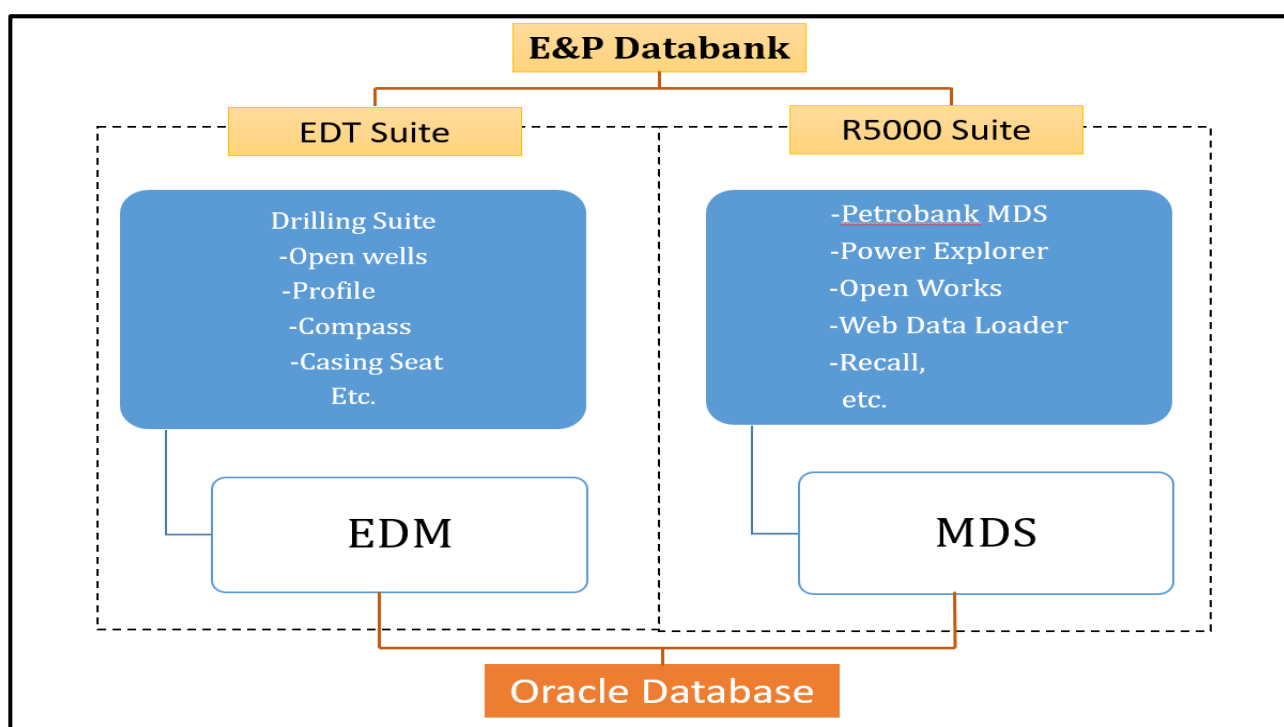


Figure 2: Existing database structure of E&P Databank

Note:

- (i) Users launch the applications through RDP services.
- (ii) Users load seismic data separately through MDS uniface interface and via through the Web data loader.
- (iii) Users have to manually load and QC the log data through recall application. However, DEVKIT license is not available at present which is required to load log data in E&P Databank
- (iv) Users have to manually prepare a script (i.e. copex) to load archive objects such as Documents in pdf, jpeg etc. format.
- (v) OIL does not have a single web interface to search, view, download and transfer data.

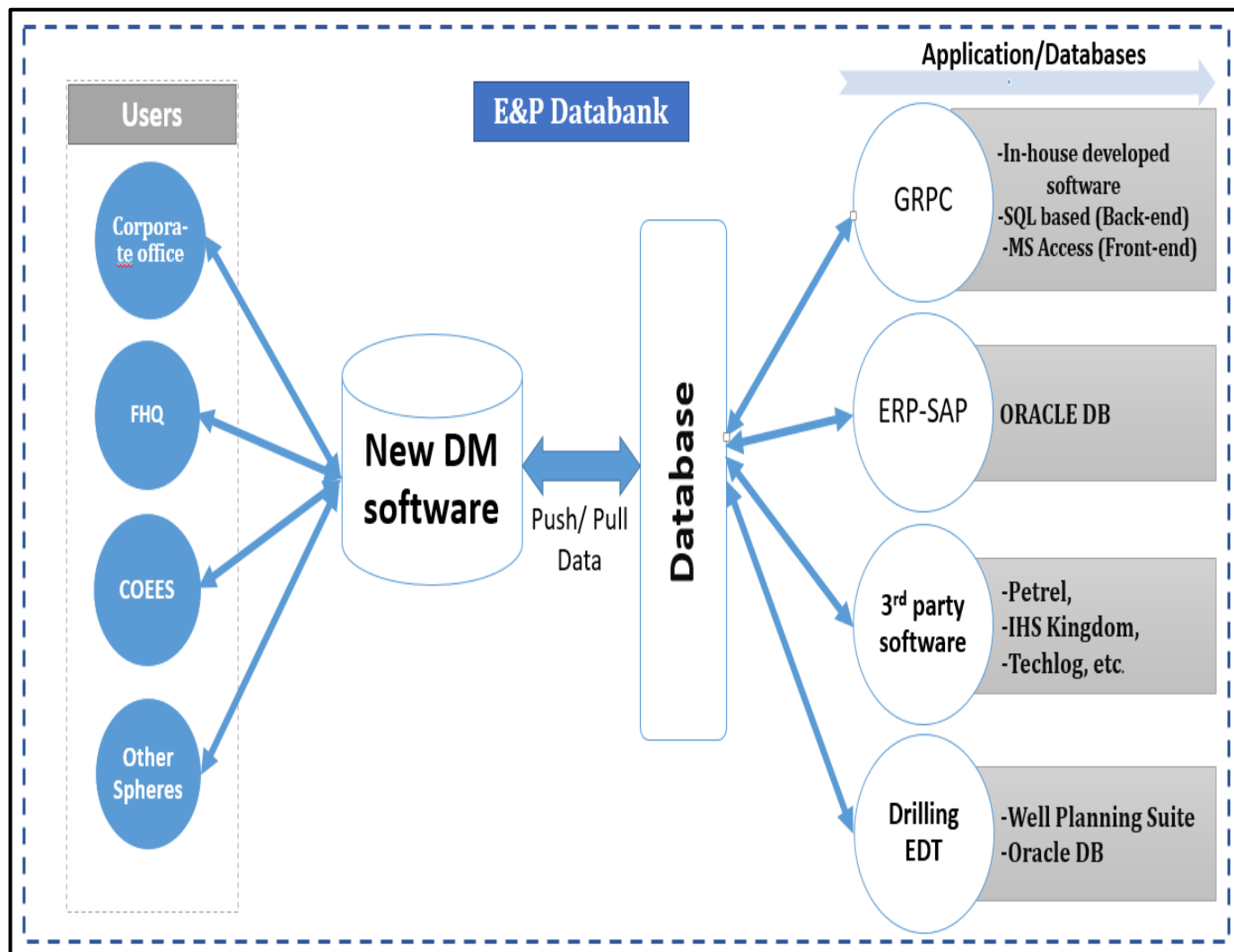
3.0 OBJECTIVE:**3.1 The objective of the project is as follows:**

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- (i) Geological, geophysical, production, and drilling data loading to the new E&P Databank system.
- (ii) Hardware and software requirement including all third-party software pertaining to new E&P Databank (except drilling application software). However, for loading of drilling data as per requirement if deemed necessary, the Bidder/Contractor has to provide necessary software/application in the new E&P Databank.
- (iii) Migration of entire G&G data from the OIL's existing E&P databank system or from any other data source to the new E&P databank system.
- (iv) Integration of GRPC, ERP-SAP and other G&G application software with the new E&P Databank system. Additionally, existing EDT suite of M/S Halliburton being used by drilling department is to be integrated with new E&P Databank.
- (v) Disaster Recovery Centre (DR Centre): In case of any natural disaster or unfortunate event, if anything happens to the data in FHQ, data can be recovered from DR Centre. Therefore, it is of dire necessity to incorporate DR Centre in the same project.

3.2 This project would help OIL:

- (i) To facilitate seamless flow of information across the organization and on-line data management.
- (ii) To setup a robust user-friendly data management system/Databank of reliable exploration and production data.
- (iii) To enable all geoscientists and engineers, across the Company to use all data and information, from their own workplace, in order to make speedy technical and business decisions.
- (iv) To validate, store, maintain and reproduce high quality and reliable geoscientific data.
- (v) To visualize data in a single interface/platform/dashboard.
- (vi) To facilitate efficient data reporting and data exchange.
- (vii) Enable fast and efficient decision making by OIL management in a short period of time.



3.3 Flow diagram for new E&P Databank system (Required by OIL):

Figure 3 (a): Tentative schematic flow diagram required for new data management system in OIL (May be subject to change as per requirement).

Note: There may be multiple users with different application software in each sphere.

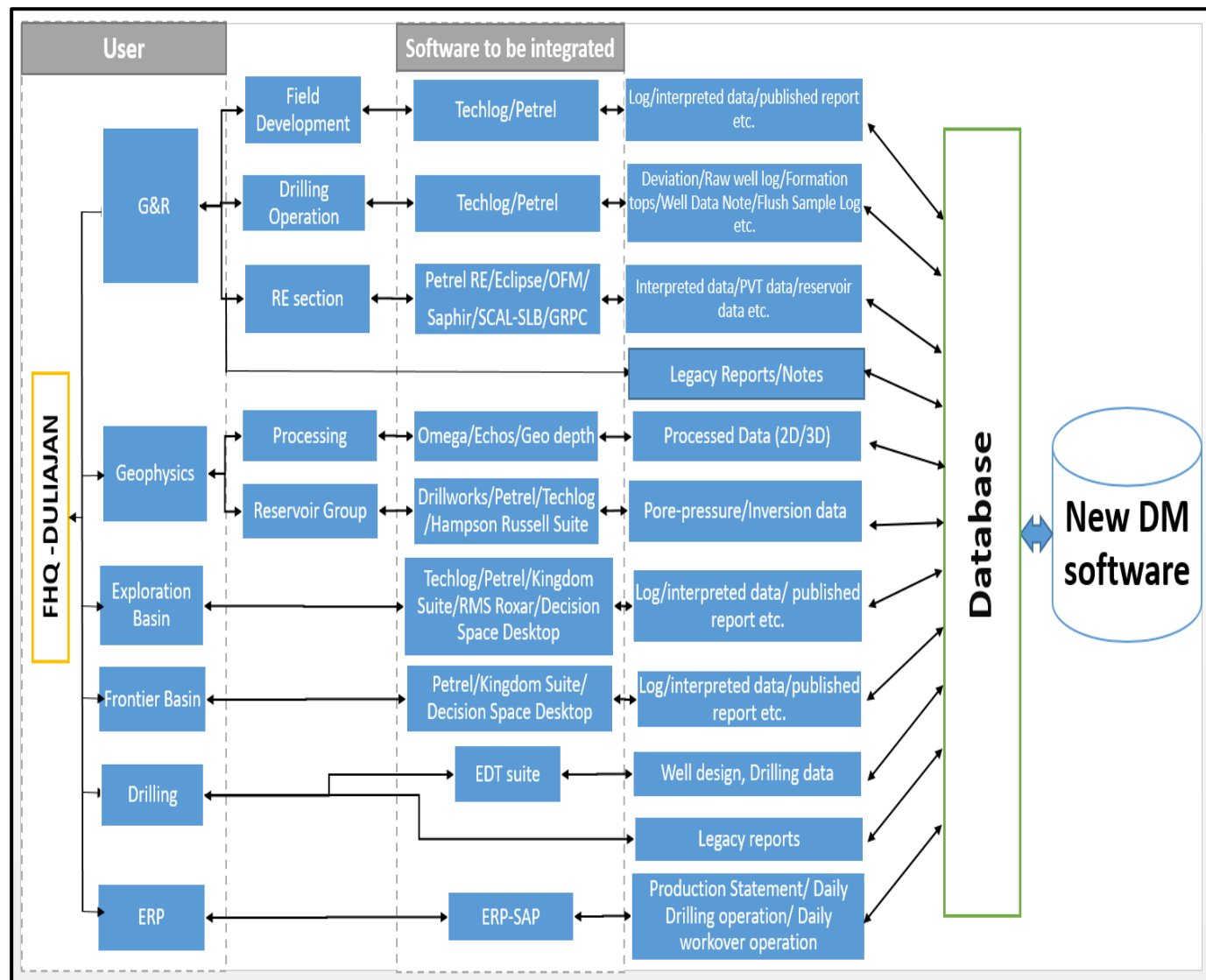


Figure 3 (b): Tentative schematic flow diagram required for new data management system in OIL showing multiple users with different application software in FHQ-Duliajan (May be subject to change as per requirement). **The integration of G&G application software with the proposed E&P Databank will be prioritized in due course of time.**

4.0 THE BROAD SCOPE OF WORK TO ACHIEVE THE OBJECTIVES OF THE PROJECT ARE AS FOLLOWS:

- (i) All the necessary hardware along with any third-party software, databases etc. have to be provided by the successful Bidder/Contractor to run the supplied application.
- (ii) The solution provided by the Bidder/Contractor must be Cloud Native. The entire solution must have the capability to move to any cloud infrastructure as per OIL's requirement in future.
- (iii) To create a proper database structure for geological, geophysical, production and drilling data in new E&P Databank.
- (iv) Loading of geological, geophysical, production and drilling data along with archive objects (i.e. technical notes, well related documents/policies, maps etc.) with Quality Control (QC) in the new E&P Databank system as per the industry norms.
- (v) Old geo-scientific dataset (already loaded) in existing E&P Databank needs to be migrated/reloaded if required, after proper Quality Checked (QC) prior to loading in the new E&P Databank system.
- (vi) The Bidder/Contractor should be well versed in all the applications/databases of existing E&P Databank system of OIL. They should also be capable of vast data handling, loading/unloading and managing software application and its update from time to time.
- (vii) Integration of GRPC, ERP-SAP, other G&G application software (like Petrel/Techlog etc. (Refer to Fig. (3b)), and EDT suite of M/s Halliburton being used by drilling department with the new E&P Databank system.
- (viii) All the integrated application software should able to push and pull data to E&P Databank (i.e., the system should pull/push data from the integrated application software to E&P Databank and vice versa).
- (ix) The end-user should be able to download/archive data, reports, maps etc. from the database of new E&P Databank system.
- (x) The export of data from new E&P Databank should be possible in various industry standard formats like excel spreadsheet, text, pdf etc.
- (xi) The end-users should be able to view data in a single platform (to be customized by Bidder/Contractor) from multiple data sources/databases.
- (xii) The system should have quick and wide data search capability of both structured (various geoscientific data like seismic, log etc.) and unstructured (pdf, image, scanned document etc.) data.
- (xiii) Data should be completely secured and user access can be given through permission basis for viewing/downloading/modifying data.
- (xiv) Facility of Data analytics, catalogue view, report generation, dashboard visualization, report summary, data status viewing, graphical display, statistical comparison etc. should be present in the new E&P Databank system.
- (xv) The new system should have web-based GIS map viewer. The viewers should be able to locate the wells, seismic lines, M/L, PEL boundaries etc. and any other cultural data in the GIS map/dashboard.
- (xvi) All the users from different spheres viz. corporate office-Noida, COEES-Guwahati, FHQ-Duliajan etc. of OIL should be able to use all the functionalities that lies within the new E&P Databank system, uninterruptedly.
- (xvii) Data should be loaded to the new E&P Databank from the various sources (Processing Centre/Interpretation Centre etc.) as mentioned in clause no. 4 (xvi).

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- (xviii) After every midnight, entire data shall be updated in the E&P Data Bank including DR Centre.
- (xix) Knowledge sharing/periodical training (In-country/overseas) should be provided to OIL personnel throughout the project without any charges at least twice in a year.

5.0 HARDWARE AND SOFTWARE INSTALLATION

5.1 Hardware:

- (i) Capacity of storage required in the Primary Data Centre is 500 TB (Approx.) and the same must be provisioned for DR Centre.
- (ii) Bidder/Contractor has to provide full back up solution for the entire new E&P Databank.
- (iii) All the necessary hardware along with any third-party software, databases etc. must be provided by the successful Bidder/Contractor to run the supplied application.
- (iv) Hardware provided shall be of reputed make as per the international industry standard with latest version.

5.2 Software:

5.2.1 **The software solution supplied must be of the latest versions/technologies** and the Bidder/Contractor must provide detailed technical specification of the software modules with operating principle and competency along with catalogue/literature indicating all the features available in the modules of the proposed software.

5.2.2 The solution provided by the Bidder/Contractor must be Cloud Native. The entire solution must have the capability to move to any cloud infrastructure as per OIL's requirement in future.

5.2.3 Number of concurrent users for the solution in Primary Data Centre: Software Licenses for 10 users (read and write facility) and additionally, 15 software licenses for viewing/read data for end-users.

5.2.4 Functional Requirement:

a) Data loading:

- Loading of Geological, geophysical, production and drilling data to the new E&P Databank system must be done. (refer to clause no. 7)
- Loading of reports and notes must also be done (refer to clause no. 7)

b) Accessibility:

- OIL requires an independent and user-friendly web-based access/RDP access.
- Ability to retrieve and load/enter data online as per entitlement
- Query building, execution and saving should be possible.
- The software should provide a powerful, fully web-based GIS map viewer

c) GIS Map:

- GIS user interface to handle metadata

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- The map needs to be overlaid with seismic (in-line, x-line) and well information
- The portal should support GIS map-based navigation and Hierarchy based navigation. Hierarchy based navigation must be available to select the data item of interest, such as Well/seismic lines etc.
- Support units and cartographic conversions
- Clipping data geographically based on a polygon must be possible using GIS maps.
- GIS-based Searching and selection of data should be possible.
- Wells, seismic lines etc. should be highlighted in GIS map.

d) Search:

- The web portal should provide quick and wide data search capabilities across the master data, domain data and integrated databases/applications through an interactive web framework, allowing the user to do a data search spatially, but not limited to text, scanned documents, data catalogue, and other geoscientific data in E&P Databank.
- The file system documents should be placed in a well-defined Catalogue-based folder and the search functionality should be able to access this and include them in the search results. This can be done by mutual consent with OIL personnel prior to finalization of the data structure required for storing and retrieving data.
- Attribute based search: should help users to create a search query which can be defined based on pre-defined attributes.
- Save Search: Users should be able to define the attribute search criteria and save it with a name/tag so that it can be used during subsequent visits to the portal.
- Search Results display: The results should be displayed in a tabular format or a tree type structure along with highlighting of the relevant geoscientific information on GIS map.
- Data displayed in a tabular format should be exportable to various industry standard formats like Excel/CSV format/pdf/image etc.
- Query based filters of geo-scientific data, should be incorporated to the end-user/other user (management), allowing users to quickly access specific information of E&P Databank, viz.
 - a. Date-wise/year-wise
 - b. Block-wise-ML/PEL/NELP/OALP
 - c. State-wise/country-wise etc.
 - d. Field-wise/Area-wise/reservoir-wise etc.

e) View:

- Ability to view geoscientific and cultural data
- Various processed seismic section, Horizons and Faults with detailed information/data description (information in text file/header information)
- Documents (PDF, Images, Doc, Excel etc.)
- Logs Curves and relevant log data information (las file, text information etc.)
- Well deviation with related information
- Wells with nomenclature should be viewed in GIS map.
- Any other information pertaining to E&P Databank to be displayed (production, chemical, reservoir, drilling data, ERP-SAP data etc.)

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- View of geo-scientific data in the following format, should be incorporated to the end-user/other user (management), allowing users to quickly access specific information of E&P Databank, viz.
 - a. Date-wise/year-wise/etc
 - b. Block-wise-ML/PEL/NELP/OALP/etc.
 - c. State-wise/country-wise etc.
 - d. Field-wise/Area-wise/reservoir-wise etc.

f) **Downloads:**

- Any data that is displayed in a tabular format on the portal should be exportable to Microsoft Excel or CSV format and downloaded on to user's system.
- Multiple data download at one go should be possible.
- The file should be downloadable in the desired format (i.e. PDF, JPEG etc.), irrespective of the file size.
- Loaded Seismic Data should support a preferred Projected CRS to be associated with a navigation set. This should allow end-users to download post-stack/Pre-stack data etc. using required Projected CRS. User should be able to export seismic data in the different CRS system, if required.
- Downloading of SEG Y & LAS/LIS/DLIS files should be possible by end-user.
- Downloading of Log curve in PDF/JPEG should be possible.
- Users can store and retrieve G&G, drilling, production, reservoir, chemical data etc. in their respective user department through their application software (Petrel/Techlog/Kingdom Suite/DSG etc. (refer Fig 3(b)). Bidder/Contractor must ensure that original data imported to the other G&G application must have the facility to write the geo-scientific data as in original format in a particular path in E&P Databank, defined by OIL.

g) **Data Transfer:**

- G&G data from new E&P Databank/data management software should be transferable to integrated third-party application software and databases (i.e. GRPC, ERP-SAP, G&G application software, Drilling EDT etc.) and vice versa (refer Fig 3(b)).
- Transfer of well and interpretation data to and/or from E&P Databank to integrated G&G application software such as Petrel/Techlog/Kingdom Suite/DSG etc. and vice versa must be possible (refer Fig 3(b)).
- The data types that should be transferable are as follows, but not limited to,

Data Type	Details
Seismic data	<ul style="list-style-type: none"> • Processed 2D seismic data • Processed 3D seismic data • Horizons of 2D and 3D seismic data • Fault Plane • Mapping polygon set • Surface grid • Conversion of CRS system • Observer report • Processing report • Navigation file • Any other relevant data pertaining to seismic
Well/wellbore data	<ul style="list-style-type: none"> • Well/wellbore data • Deviation data • Well logs • Log curves • Core data • Technical reports • Any other relevant data pertaining to well/Log data.
Reservoir data	<ul style="list-style-type: none"> • PVT, pressure, chemical, production data available in GRPC • Any other relevant data pertaining to reservoir
Production data	<ul style="list-style-type: none"> • Daily/monthly production data available in ERP-SAP • Any other relevant data pertaining to production
Drilling data	<ul style="list-style-type: none"> • Daily/monthly Drilling data available in ERP-SAP • Any other relevant data pertaining to Drilling (Such as drilling information, well diagram, deviation data, casing data, mud data etc. pertaining to a well)

h) **Analytics Dashboards**

- The Bidder/Contractor is required to design Analytics Dashboard for viewing the integrated status of G&G, drilling, production, chemical, and reservoir data in mutual consultation with OIL to derive maximum benefit as per OIL's requirement & objectives.
- This will help end-users to view updated data loading status in E&P databank. The time/date of data loading should be viewed in the dashboard.
- The Bidder/Contractor is required to handover at least one (1) copy of user manual to the Company personnel both in hard and soft copy. Bidder/Contractor is responsible for the correct displaying of data loading status in the Dashboard.
- Bidder/Contractor shall be responsible for designing/modifying of the Analytics Dashboard and needs to be approved by the Company.

6.0 DATA MIGRATION:

This phase of project would involve migration of G&G data from existing E&P databank to new E&P databank system. The Bidder/Contractor should make a strategic data

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migration plan prior to making any action. The migrated data should not result in corrupted data, inaccurate data with redundancies or unknowns. And in case of occurrence of such problem as mentioned above, the Bidder/Contractor must be able to provide desired solution for the same. After the data migration, the Bidder/Contractor should cross-check the migrated data in presence of OIL personnel.

6.1 Seismic data migration:

6.1.1 Seismic data migration should be successfully completed using the best approach to migrate the data from the existing E&P databank system of M/s Halliburton to the new E&P databank system without any corruption or inaccurate data with redundancies or unknowns.

6.1.2 Seismic data migration to be successfully completed using best approach to migrate the data from seismic pools to disk using QC procedures.

Procedure to be involved:

- (i) It may require to create new directory structures for data migration and execution for display in GIS map.
- (ii) Entire migrated data needs to be linked with GIS map and properly checked and certified by the Bidder/Contractor.
- (iii) There should not be any error during data migration process of seismic data and displaying the same in the GIS map.
- (iv) The boundary of the specific block/area needs to be updated by the Bidder/Contractor in the GIS map with proper QC of loaded seismic data.

6.2 Migration of well data

6.2.1 Well data migration should be successfully completed using the best approach to migrate the data from the existing E&P databank system of M/s Halliburton to the new E&P databank system without any corruption or inaccurate data with redundancies or unknowns. In the existing M/s Halliburton's E&P databank, well information and archive object pertaining to well lies within Petrobank MDS database and well log lies within recall database.

6.2.2 The Bidder/Contractor is required to migrate the following data types available in existing E&P databank in the desired format,

- a) Well header information
- b) Well related reports such as Technical notes, reports, policies etc.
- c) Flush sample log of wells
- d) Maps
- e) Well logs, etc.

6.3 Other Data Migration

Any other relevant data lying in different source media to be migrated in the E&P databank. Bidder/Contractor needs to clarify before creating any new database prior to loading/data migration with approval from OIL management.

7.0 Populating new E&P Databank

7.1 During this phase, new E&P databank shall be populated with data from various sources (refer to fig (3b)) in desired industrial standards. Data loading shall be done by the data loaders of Bidder/Contractor throughout the contract duration.

7.2 Bidder/Contractor has to submit reports (quarterly) pertaining to QA/QC and data loading (Seismic, Well, Reservoir, Drilling, Production data and various reports) to the new E&P databank with the specified format provided by OIL.

7.3 Data Types

The databank needs to be populated with the following types of data into the E&P Databank including spatial data and other data set, but are not limited to:

1. Seismic data
2. Well log data
3. Geological data
4. Reservoir data
5. Drilling data
6. Production data
7. Archive object/documents, etc.

7.3.1 Seismic Data:

7.3.1.1 Quantum of data:

The quantum of data pertaining to seismic data are as under. Since these figures are dynamic, final figures may vary.

- a) 2D Seismic data: 12000 GLKM processed data (Approximately) with storage: 1TB (Approx.). Additionally, around 10 blocks (70 to 80 processed seismic lines) will be available for upload annually (Data volume may increase or decrease).
- b) 3D Seismic data: 10500 Sq. KM processed data. (Approximately) with storage: 20 TB (Approx.). Additionally, around 6 to 7 blocks (35 to 42 processed seismic lines) will be available for upload annually. (Data volume may increase or decrease)
- c) Special Project: Around 6 Projects (20 Processed seismic output (Approximately)) with storage of 5TB (Approx.) will be available for upload annually.
- d) Apart from this processed data (Pre-stack and Post-stack), AVO data, Observer Reports, Navigation files, Acquisition and Processing reports to be uploaded.
- e) Processed data such as Post-stack, Pre-stack, and AVO processed output data for any particular line/block/area for 2D/3D case will be considered.
- f) The following seismic data with complete header information shall be loaded and managed by Bidder/Contractor in the E&P Databank including but not limited to:

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- Post-stack seismic data (2D, 3D, onshore, offshore)
- Field data and Pre-stack data (2D, 3D, onshore, offshore)
- Survey header information
- Navigation data, projection, CRS and 3D grid definition
- Seismic velocities (Pre-stack/Post-stack)
- Well seismic data (VSP/Check shots)
- Acquisition and processing parameters
- Related spatial data (3D survey outlines, 2D lines, 2D and 3D shot Point /bin grid maps).
- Block/ML/PEL/NELP/OALP etc. maps need to be updated in GIS system.
- Any other relevant job pertaining to seismic data.
- g) Whenever available, all relevant CRS, acquisition and processing information shall either be contained in the header structures or presented as additional Information files and/or records in the OIL database. If CRS, seismic acquisition and processing header information is not available in the header then the information from the acquisition and processing documents that identify the data should be manually entered into the database by the contractor from the available reports.
- h) The rest of the acquisition and processing parameters in document is required to be loaded into the database as an attached document.
- i) Software provided shall offer the ability to read Revision 0 and Revision 1 SEG-Y formats also and shall be upgradable for future needs.
- j) In case, in any particular area, 2D seismic lines have different processing outputs with different vintages or by different processors (either Post-stack, Pre-stack, AVO etc.), Bidder/Contractor needs to load all the processing outputs.
- k) In case, in any particular area/block, 3D seismic lines have different processing outputs with different vintages or by different processors (either Post-stack, Pre-stack, AVO etc.), Bidder/Contractor needs to load all the processing output.
- l) Proper catalogue display to be done by Bidder/Contractor for seismic data containing relevant information like vintage, survey carried by the parties, line name, GLKM/Sq. KM covered, first and last SP, foldage, FFID, etc. in block-wise/area wise.
- m) For seismic data, Bidder/Contractor can also facilitate automated seismic data loading (like drag and drop/any other facility).

7.3.1.2 Seismic Data Format

- a) For seismic data all industry standards prevailing or introduced in future including the following data formats shall be handled:
 - (i) UKOOA navigation, P1/84, P1/90
 - (ii) SEG-D
 - (iii) SEG-Y
- b) Seismic field data provided by Operators shall be processed in SEG-Y format. However, Bidder/Contractor's software shall be capable of archiving/reading legacy seismic data formats (SEG-A, SEG-B and SEG-C etc.) and suitably transcript of legacy data to the OIL format. The Bidder/Contractor is required to read all input data information for QA/QC purposes and loading of legacy seismic data formats (SEG-A, SEG-B and SEG-C) must be loaded to OIL.

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- c) Processed seismic data in the SEG-Y format or any other version of SEG format are expected to be:
 - (i) Raw stack
 - (ii) Raw Migration, Filtered Migration
 - (iii) PSTM/ Final processed gathers un-muted
- d) In addition, all velocity values for Sediment Volumes shall be converted in ASCII / ESSO V2 format from a known reference surface. Acceptable velocity formats are ASCII / ESSO V2 for 2D and 3D SEG-Y but other formats, if provided shall be handled by the Bidder/Contractor in this contract. Velocity data should be loaded into the database.
- e) All documents that accompany the seismic surveys are also provided along with the survey data. These include but are not limited to:
 - (i) Observer's logs, Static corrections
 - (ii) Acquisition and processing reports, LVL (Low Velocity Layers) documents
- f) Processed VSP data in the SEG-Y formats are expected to be loaded.
- g) All standard formats prevailing/introduced in the industry in future shall be handled by the Bidder/Contractor in this contract. The manpower deployed shall be capable of handling these formats.

7.3.2 Well and Log Data

7.3.2.1 Quantum of data:

Digital well header information, well documents and log data shall be populated. Basic and advanced logs (Raw/processed, open-hole/cased-hole) and spliced log curves are required to be loaded into the new E&P databank where the data is available.

- a) Total no. of wells in OIL: 1841 wells (Approximately); (Data volume may increase or decrease)
- b) Well headers : 1841 (Approx.) (Data volume may increase or decrease)
- c) Well commentaries: 1841 wells (Approx.) (Data volume may increase or decrease)
- d) Well logs: 1841 wells (Approx.) (Data volume may increase or decrease)
- e) Technical Notes: 2000 (Approx.) (Data volume may increase or decrease)
- f) The complete header information of well shall be loaded by Bidder/Contractor in the new E&P Databank system including but not limited to:
 - Well name, wellbore identifier
 - Well elevation, elevation reference point, and elevation units
 - Total depth, depth units and depth type (e.g. true vertical depth, along-hole depth)
 - Formation Tops
 - Well Spud date, Well Completion date
 - Operator (logging Company)
 - Well coordinates, and coordinate reference system
 - Well/wellbore relationship
 - Field names and Structure/Area to which the wells are allocated
- g) Other well header information may be entered as required by OIL. A well header record, in addition to a well log header record must exist prior to loading the log data.
- h) For well logs, Bidder/Contractor can also facilitate automated data loading (like drag and drop/any other facility) with proper QC. The system should be able to automatically read/write data as available in the original log data/header.

7.3.2.2 Well and Log data Format

- a) All logs shall be submitted to Bidder/Contractor in LAS/LIS/ DLIS/ASCII format.
- b) Flush sample log (lithological description) prepared by test geologist and/or Master data log delivered by mud logging unit shall be submitted and loaded in JPEG and/or PDF format.
- c) Digital images of basic/advanced well log, well completion and petrophysical logs if available shall be submitted in PDF or TIFF format.
- d) For well log data formats DLIS, LAS, LIS, ASCII, etc. shall be handled.
- e) Formats for scanned log could be in PDF and other industry standard formats, if any
- f) Core data if available to be loaded in the New E&P databank

7.3.3 Drilling Data Loading

- a) Total drilling data is approximately 1684 Wells (Data volume may increase or decrease)
- b) Loading and QC of various Drilling data, viz. Daily Progress Report, cementing data, mud data, Well Policy, Directional drilling report, etc. into new E&P databank.

7.3.4 Spatial Data

- a) All spatial data of OIL shall be loaded both in its original Coordinate Reference System (CRS), and also be converted to WGS 84 or any other specified format desired by OIL for display and delivery purposes.
- b) All spatial data related to wells, seismic surveys, seismic lines and boundaries shall be loaded as given in the provided data. Other approved cultural data shall be provided by OIL for loading to E&P Databank covering the following data types:
 - (i) Political boundaries (state, national & international for India and other administration areas)
 - (ii) Rivers, roads & land-use patterns
 - (iii) Bathymetry data – low & high at certain contour intervals
 - (iv) Facilities, Basin boundaries, Coverage areas for E&P data sets
 - (v) National grid data for OALP, Environmental, Other useful spatial data
- c) Block boundaries for NELP/NON-NELP/OALP blocks, relinquished block areas shall be loaded as separate layers that can be switched on/off. OIL will maintain the current block map as well as previous versions of the block maps.
- d) The formats for the bathymetry input data will be in industry standard ArcGIS compatible shape file. Spatial data of all types of boundaries (Cultural Data) can be provided as shape files (.shp). It has to be loaded to spatial database.
- e) There shall not be multiple versions of same data. However, once data is loaded, it may be necessary to modify/update the loaded data as and when necessary. New lease boundary created or wells drilled needs to be added to DB.
- f) Entire loaded data must be checked and verified before finalization.

7.3.5 Other Data services

- a) Maintaining reference data (related to Company names, standard naming conventions, etc.): Bidder/Contractor shall maintain all reference data as required

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- b) Creating “spliced log curves” from raw well logs. Splicing of curves of raw logs if required to be carried out by the Bidder/Contractor.
- c) All documents or any data (made available in digital form) related to E&P objects (e.g., seismic surveys, wells, wellbores, well logs, concessions, fields, basins, etc.) shall be loaded and attached/linked to the relevant E&P objects. Typical documents/reports include but are not limited to the documents/reports listed below,
 - Core data (Depth range, coring date etc.)
 - Well Deviation data/sheet
 - Core (conventional / special) Report
 - Drilling Cementation Report
 - End of Well Drilling Report
 - Fluid Analysis Report
 - Formation Pressure Report
 - Geological Report, Lithological Report
 - Mud Logging Report,
 - MWD Report
 - Petrophysical Interpretation Report
 - Production Logging Report
 - Pressure report
 - Production and injection report
 - PVT Analysis Report
 - Site Survey Navigation Report
 - Site Survey Report
 - Stratigraphical Report
 - Time-Depth-Velocity Report
 - Well Completion - Final Well Report
 - Well Evaluation Report
 - Well Logs - MWD Report, Wireline Logging Report
 - Well Proposal, Well Test Report
 - Wellbore Seismic Report
 - Wellpath (Deviation Survey/computed) Report,
 - Seismic Processing Report
 - Seismic Data Acquisition Report
 - Seismic Survey Report/Navigation report
 - LVL Report
 - Seismic experimental Report etc.

7.3.5.1 **Document/Reports Format:** All the reports/documents related to E&P objects shall be reported in PDF/TIFF format or on the actual MS office original format (word, excel, PowerPoint, etc.)

7.3.6 Additional Information for Bidder/Contractor:

- a) Data should be loaded into the E&P databank as per the best industry practices.
- b) The data shall be handed over to the Bidder/Contractor through portable Hard Disk Drive/storage path.

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- c) Data loader should perform QC of the data before and after loading.

8.0 INTEGRATION OF ERP-SAP, GRPC AND OTHER APPLICATION SOFTWARE WITH NEW E&P DATABANK:

- 8.1 Integration of ERP-SAP, GRPC and other application software with new E&P Databank will allow OIL for better data search using state-of-art with GIS capability, data visualization, fast decision making etc. The integrated view of data can make it easier to access and use data, and the combination of integrated data sources can provide powerful new insights which is not possible through the individual sources.
- 8.2 The Bidder/Contractor should provide complete solution/connectors for integration purpose. The Bidder/Contractor should also be capable of developing custom-built connectors (if required), for the integration of application software as required by OIL. The middleware platform should be Bidder/Contractor-neutral with industry standard database connectors and application adapters.
- 8.3 Application software and databases to be integrated with new E&P databank are shown below:

Application/Databases	Data
1. GRPC - In-house developed database -MS Access based (Front-end) -SQL based (Back-end)	Well, Production, chemical, reservoir data etc.
2. ERP-SAP - Oracle based	Daily Drilling and Production data, Business data etc.
3. G&G application software* -Petrel/Techlog/Kingdom Suite/Eclipse/OFM/ RMS Roxar/Decision Space Desktop/Saphir- Kappa/DSG/SCAL/Omega- Schlumberger/Echos-Emerson Paradigm/ Geo- depth-Emerson Paradigm/Hampson Russell Suite (HRS)-CGG/Drillworks-Predict- Halliburton/Intersect/PetroMod (G&G application software used in Oil India Limited)	G&G interpretation/analysis/ processing etc.
4. EDT Suite - Halliburton - EDM-Oracle based	Well design, planning, MWD data, T&D analysis etc.

***These are the software used by OIL. However, integration of these G&G software with the proposed E&P Databank will be prioritized in due course of time.**

- 8.4 The end users should be able to launch the integrated Application software and databases, mentioned above through the front interface of new E&P databank portal
- 8.5 Connection to the data entities of ERP-SAP, GRPC and other application software needs to be established (Refer Fig(3b)).
- 8.5.1 Connection to GRPC-SQL Database (Read, Indexing) for the following entities:

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- a) Well Information
- b) Production/Injection Data
- c) Reservoir Data
- d) Chemical Data
- e) Workover Operations DPR
- f) Drilling Operations DPR
- g) Well Test data

8.5.2 Any changes made in GRPC after integration, should be reflected automatically in the integrated version with E&P databank.

8.5.3 Connection to ERP-SAP Oracle Database (Read, Download, Indexing) for the following entities and configure the necessary applications/database of SAP so that the connection is successful.

- a) Production Statement
- b) Drilling Operations DPR
- c) Workover Operations DPR

8.5.4 Define data catalogues for each entity

8.5.5 Download files in csv format

8.5.6 Search the entities: Index newly loaded data and display on Web framework in end-user friendly labels.

8.5.7 All the integrated application software should be able to push and pull data to E&P Databank (i.e., the system should pull/push data from the integrated application software to E&P Databank and vice versa).

8.5.8 On entering or adding new data (single data entry) in GRPC, SAP, newly added data should automatically reflect in E&P databank to avoid duplicity of data.

8.5.9 There should be an option for connecting more application software/databases in future with the new databank system (Refer Fig(3b)).

9.0 DISASTER RECOVERY CENTER:

- (i) All the necessary hardware along with any third-party software, databases etc. must be provided by the successful Bidder/Contractor to run the supplied application for DR Center.
- (ii) Bidder/Contractor has to provide full software setup in DR Centre with no separate licenses.
- (iii) Disaster Recovery Centre will be located preferably at Oil India Limited office, New Delhi or any preferred location with full replica of the primary data center.

10.0 FILE NAMING STANDARDS:

- a) File names should have the same basic structure:

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- NAME (Contents Information).EXTENSION
- b) The extension gives information about the format of the file. The following codes are recommended:
 - LAS, DLIS, LIS, or SEG Y for industry standard binary formats
 - LAS for 'standard' ASCII formats
 - For 'general industry standard' graphics files, use the commonly adopted extensions: PDF, TIF, JPEG etc.
- c) The Bidder/Contractor is expected to rename submitted data as per the file naming standards thereby maintaining the consistency. Following are the list of sample of file naming, but not limited to,
 - Well log, "Hole size_Log Name_Depth Range.extension"
 - Well reports, "Note_Number.extension"
 - Flush Sample Log and Master data log, "Well Name_Depth Range.extension"

11.0 DATA STRUCTURE:

The schematic diagram of data structure for well and seismic data is depicted in fig 4(a) & 4(b). However, OIL reserves the right to modify the structure as per the requirement of the project at any course of time.

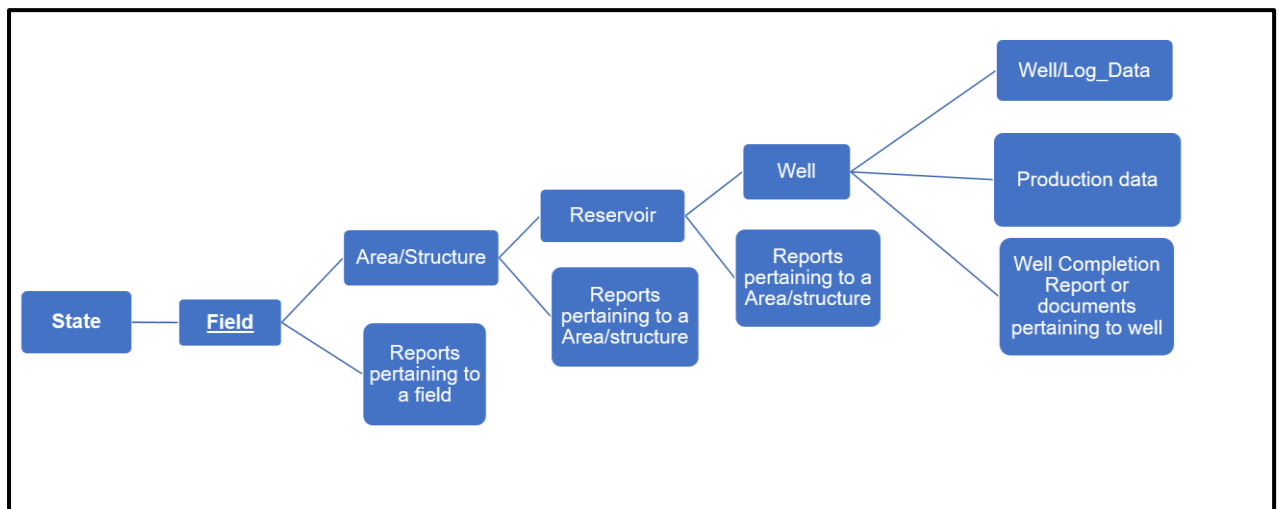


Fig 4 (a): Data structure for well data storage in E&P databank.

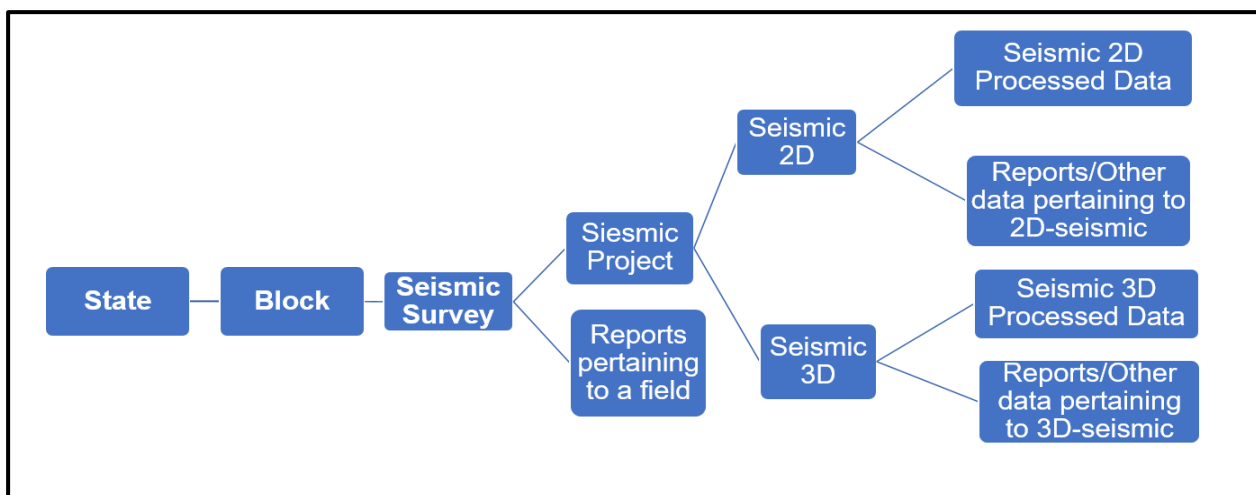


Fig 4 (b): Data structure for seismic data storage in E&P databank.

Note: The data structure shown above is tentative and for referral purpose only. The Bidder/Contractor must prepare their own data structure (as per the international industry standard) and submit the same to OIL before actual job execution.

12.0 TIMELINE OF THE PROJECT:

The entire project will be carried out for 02 (Two) years.

The tentative timeline for the project is provided below,

SERVICES	Work Phases and Timeline						
	2021-22	2022-23			2023-24		
	Feb-Mar, 22	Apr-Jul, 22	Aug-Oct, 22	Nov, 22-Mar, 23	Apr-Jun, 23	July-Sep, 23	Oct-Jan, 23
Hardware & software setup							
Data migration							
Data loading							
Data integration							
DRC set-up							

Note:

- Bidder/Contractor have the option to setup DR Centre earlier than the proposed timeline
- The project timeline is tentative and for referral purpose only. The Bidder/Contractor must prepare their own timeline chart and submit the same to OIL at the time of bid submission.

c) The Proposed timeline may be changed due to COVID-19 pandemic.

13.0 MANPOWER:

13.1 Personnel to be deployed by the Bidder/Contractor:

13.1.1 Bidder/Contractors should deploy the following qualified personnel at OIL, Duliajan in order to complete the project within the stipulated timeline throughout the duration of work for 2 (two) years

- Project Manager - 1 no (one)
- Seismic Data Loader – 2 no (one)
- Well data loader- 2 no (two)
- Well/seismic data/archive object loader: 1 no (one)
- Drilling Data loader - 1 no (One)

Note:

1. For integration/migration of data, domain/software specialist may be engaged as per the requirement of the project to complete within the stipulated time and should deploy personnel with relevant expertise to carry out necessary development in ERP environment to facilitate data exchange.
2. The above mentioned are the minimum manpower which are to be deployed for the project. In case, the Bidder/Contractor decides to deploy additional manpower, they can do so on their own expenditure. The Company is not responsible for the expenditure or office space required for the additional manpower deployed by the Bidder/Contractor.

13.1.2 The Bidder/Contractor is required to instruct its manpower to maintain proper decorum in the office and should not involve in any unwanted scuffle which can tarnish the reputation of the Company. In case of any violation of the code of conduct, disciplinary action would be initiated against the person concerned and the Company in accordance with the rules of OIL. Moreover, any damage of the property of OIL due to the mistakes on part of the Bidder/Contractor would invite penalty.

13.1.3 Bidder/Contractor should deploy the manpower with the minimum qualifications given below. However, if the representative from the Company feels that the person concerned is not technically competent to complete the job on time, OIL can instruct the Bidder/Contractor in written to remove the person and replace it with suitable one.

13.2 Project Manager:

13.2.1 He/she should be the point of contact for the project at the Field Headquarter of the Company. He/she is the person responsible for the project on behalf of the Bidder/Contractor for all the phases.

13.2.2 He/she must have sufficient leadership quality to lead a team. He/she should also initiate the monthly meeting to decide on the projected target/action plan for the coming month. Any shortfall in timely target completion needs to be explained clearly in the report.

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13.2.3 He/she is also required to follow standard office safety guidelines as per standard safety norms of Oil and Gas Industry defined by DGMS, OISD, Safety Department of the Company and any other relevant statutory or regulatory organization.

13.3 Manpower for Hardware/software setup/installation:

13.3.1 The manpower required in this phase would have to work on the site at Duliajan. The cost related to travel, food, lodging and any other similar unforeseen expenditure shall be borne by the Bidder/Contractor.

13.3.2 In order to ensure the effective and efficient functioning of OIL's new E&P databank system and software, Bidder/Contractor shall provide all the infrastructure management services required, including (but not limited to):

- Systems administration and Database administration
- User account management
- Configuration management
- Security management
- Application management
- Hardware management
- Systems backup

13.3.3 At least one qualified and trained engineer shall be stationed at Duliajan exclusively for maintenance of the supplied hardware and software such as hardware OS, backup solution etc. for the entire warranty and AMC period (May be included in Warranty & AMC clause).

13.3.4 Any software/firmware upgrades of supplied hardware and software, released during warranty and AMC period have to be supplied free of cost to OIL and installed on the relevant systems as per advice of OIL (May be included in Warranty & AMC clause).

13.4 Manpower for Data migration:

13.4.1 The manpower required in this phase would have to work on the site at Duliajan.

13.4.2 The Bidder/Contractor is required to show data present in the old system to a Company representative and the changes that the Company would encounter after the data is being transferred to the new system, before the process of data migration begins.

13.4.3 The migrated data should not result in corrupted data, inaccurate data with redundancies or unknowns. And in case of occurrence of such problem, the Bidder/Contractor must be able to provide desired solution for the same and rectify it.

13.4.4 The Bidder/Contractor is required to inform the successful completion of migration of data (after QC check) to the Company. In any case, later on if some data are found to be incomplete/partial, the Bidder/Contractor has to re-load/re-migrate at their own cost.

13.5 Data loading: Seismic Data Loader

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13.5.1 The seismic data loader is required to populate the seismic data in the new E&P databank. Before entering seismic data, he/she should create surveys corresponding to each dataset using the information associated with each seismic dataset. The location of each survey should be verified with the help of GIS maps. After this, he/she should extract navigation files from the seismic data and import into the previously created seismic surveys.

13.5.2 Once the seismic survey and navigation data is in place the actual seismic data will be imported using some batch processor and will be matched with the Seismic Navigation so that Seismic data can be viewed in Map. At this stage a thorough QC of seismic volume is to be carried out to find out erroneous or incomplete seismic data. Quality check (QC) of all data including the legacy data should be carried out extensively and if necessary reloading of previously loaded data needs to be carried out.

13.5.3 For uploading of Seismic data, the following steps need to be followed:

- (i) 2D/3D Seismic data is required to be uploaded in new E&P databank. Before entering, seismic data surveys corresponding to each dataset should be created using the survey information associated with each seismic datasets. The location of each survey should be verified with the help of GIS maps.
- (ii) Quality Control of seismic volume is required to be carried out to find out erroneous or incomplete seismic data.
- (iii) After completion of Seismic data loading into new E&P databank system, verification of data needs to be carried out by viewing each of the line (2D) and in-line and cross-line (3D) of seismic data. Available reports should be attached/stored along with this to seismic survey to view as metadata.

13.5.4 He/she should upload any reports related to seismic as an Archive Object and link it to the seismic survey name. All Image/Raster Logs must be loaded as an Archive/Retrieve Object into the new E&P databank system. He/she should be able to understand and rectify any type of error while loading the data. Whenever required, he/she will have to scan maps/other documents, followed by digitization of these scanned maps using software provided by OIL and upload the same into the Databank as archive objects with proper QC.

13.6 Data loading: Well and Well Log Data Loader

13.6.1 He/she shall be responsible for loading of Digital well header information, well documents and log data in New E&P databank system. Prior to loading of well data, well log and technical reports pertaining to a well, the data loader (Bidder/Contractor) is required to create well header information by extracting data from well completion report (WCR), with the aim that on opening a well, all the data pertaining to a particular well is viewed on a single page/window.

13.6.2 Apart from well and well log data, he/she shall also be responsible for any reservoir and production related data loading.

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13.6.3 Well (and wellbore) Header Data Loading: For each well (and wellbore) Bidder/Contractor shall:

- a) Assemble, verify, load and quality-check the well header record, and the well bore header record, ensuring that each wellbore is connected to the relevant well.
- b) Well should be linked in the GIS map.
- c) Load other well header attributes as outlined in clause no. 7.3.2.1. (f)
- d) All data shall be quality controlled and quality assured (QA/QC) prior to and after final loading to E&P databank (Specified format to be provided by OIL). This may require setting up of a staging area where data shall be loaded initially and once the data passes the initial QA/QC by Bidder/Contractor, then only the data shall be loaded to its final destination.

13.6.4 Well log Data Loading: For each well log (raw/processed log set), Bidder/Contractor shall:

- a) Load the log run header record (identifying the service name, run number, date, depth ranges, etc.
- b) Load the raw/processed log in its original format
- c) Check quality of the loaded log

13.6.5 All Image/Raster Logs must be loaded as an Archive/Retrieve Object into the new E&P databank. The Bidder/Contractor must be able to understand and rectify any type of error while loading the data into the software. Whenever required, the Bidder/Contractor will have to scan maps/other documents and upload the same into the E&P Databank as archive objects with proper QC.

13.6.6 He/She should load meta-data related to cored intervals and scanned images of cores, if available.

13.6.7 For each well document (e.g., Well completion report, production report, test reports, etc., see list in clause no. 7.3.5. (c)), data loader shall load the document and link it to the related well/ wellbore/well log header record.

13.6.8 Documents related to general E&P objects such as fields, exploration areas, etc. shall be loaded and attached to the related E&P object.

13.7 Data loading: Drilling Data Loader

13.7.1 He/she shall be responsible for loading of all legacy data/ existing data (DPR, well completion report, cementing data, pressure test data, well history etc. into the new E&P databank at well level).

13.7.2 The data loader should have sound knowledge about various drilling activities and should be capable of loading data in industry standard drilling applications.

13.7.3 He/she should be able to understand and rectify any type of error while loading the data. Whenever required, he/she will have to scan documents, followed by digitization of these

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scanned documents and upload the same into the Databank as archive objects with proper QC.

13.7.4 He/she shall be responsible for any damage to the existing database of drilling while loading data.

13.8 Manpower for Integration of GRPC, ERP-SAP, G&G application software and EDT-Suite:

13.8.1 The Bidder/Contractor is required to integrate or establish connection between the new Databank and GRPC, ERP-SAP, G&G application software such as Petrel/Techlog/Kingdom Suite/Eclipse/OFM/ RMS Roxar/Decision Space Desktop/Saphir-Kappa/DSG/SCAL/Omega-Schlumberger/Echos-Emerson Paradigm/Geo-depth-Emerson Paradigm/Hampson Russell Suite (HRS)-CGG/Drillworks-Predict-Halliburton/Intersect/PetroMod (G&G application software used in Oil India Limited) and Drilling EDT suite. **The E&P databank system should pull/push data from the integrated application/software and vice versa.**

13.8.2 The Bidder/Contractor should provide complete solution/connectors for integration purpose and should be able to develop the connector, if required.

13.8.3 The Bidder/Contractor should establish connection between new E&P databank system and following databases/application software and provide the following capabilities,

Software	Capability
1. GRPC-SQL Database	Read, index and display them in a tabular format for the seven entities as mentioned in clause no. 8.5.1.
2. ERP-SAP Oracle Database	Read, download (csv format) and index the data and display them in tabular format for the entities as mentioned in clause no. 8.5.3.
3. G&G application software (such as Petrel/Techlog/ Kingdom Suite/ Eclipse/OFM/ RMS Roxar/Decision Space Desktop/ Saphir-Kappa/DSG/ SCAL/Omega-Schlumberger/Echos-Emerson Paradigm/Geo-depth-Emerson Paradigm/Hampson Russell Suite (HRS)-CGG/Drillworks-Predict-Halliburton/Intersect/PetroMod (G&G application software used in Oil India Limited))	Read, download, index data/meta-data and save/store the final output of G&G interpretation software in the E&P databank.
4. EDT suite	Read and download data

13.8.4 The Bidder/Contractor also needs to configure the relevant applications/database of SAP so that the connectivity is established between new Databank and ERP-SAP Oracle

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Database. The system framework should be able to search the mentioned entities, index newly loaded data and display on Web framework in user friendly labels.

13.8.5 Further, the Bidder/Contractor is required to provide icon/shortcut of ERP-SAP, GRPC and other integrated application software in the front-end interface of the new E&P databank, so that it can be launched through the front interface of E&P Databank.

13.9 Manpower for Hardware/software setup/installation for Disaster Recovery Centre:

13.9.1 The manpower required in this phase would have to work on the DR site. The cost related to travel, food, lodging and any other similar unforeseen expenditure shall be borne by the Bidder/Contractor.

13.9.2 At least one qualified and trained engineer shall be stationed at DR site exclusively for maintenance of the supplied hardware and software such as hardware OS, firmware etc. for the entire warranty and AMC period.

13.10 **Eligibility Criteria:** The minimum qualifications of the manpower required are as follows:

13.10.1 **Project Manager** must have minimum 5 (five) years of working experience in managing E&P Data Processing/Interpretation software for loading and QC of Geoscientific data. He/She must have sufficient knowledge of industry standard E&P databank solution. He/she will also have to impart training on software/applications of new E&P Databank to OIL personnel, as and when required. He/She must have knowledge/working experience of Geological & Geophysical data and must be capable of loading and perform QC of G&G data. He/She must be capable of upgrading the available latest version of software from time to time, provide training to OIL personnel and handling overall responsibility of running OIL E&P databank with integration to GRPC, ERP-SAP, G&G application software and Drilling EDT suite.

13.10.2 **Seismic data loader: Geophysicist** must have at least 2 (two) years of working experience in this domain. He/She must have adequate experience in loading seismic (2D, 3D, SEG Y, SEG D and other standard formats) and running the application available in new E&P databank system. He/she should be able to load, QC and manage various processed data, viz. seismic 2D, 3D, Velocity, AVO, Navigation data, acquisition, processing and interpretation report etc. into the new E&P Databank system. He/she must have sufficient knowledge in the field of Geophysics and should be capable of loading and carrying out QC in the E&P Databank system independently. He/She should have experience of working not limited to:

- Train OIL personnel
- Load 2D/3D Processed/Field data as per Scope of Work
- Correction in formats, if any
- Managing Physical assets and seismic data delivery services

13.10.3 **Well data loader:** Geologist/Petrophysicist must have at least 02 (two) years of working experience. He/she must be capable of managing and loading various processed/raw well log data with proper QC and also should be capable of loading various reports and

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documents or any other structured or unstructured data pertaining to the well. He/she must be well versed with the industry standard geological/petrophysical interpretation software. He/She should be able to perform the following duties including but not limited to,

- Loading well, well logs, reports, structured or unstructured data as per the Scope of Work
- Correction in formats, if any
- Managing Physical assets well data delivery services
- Train OIL personnel

13.10.4 **Drilling data loader:** Drilling Data loader must have at least 02 (two) years of working experience. He/she needs to carry out loading and QC of various processed/raw Drilling data, viz. Daily Progress Report, Well Policy, Directional drilling report, well service operations etc., into the data repository in any upstream oil and gas Company. He/she should have adequate knowledge in the field of Drilling and have working experiences in industry standard drilling application software.

13.11 Work location and working hours:

13.11.1 The Bidder/Contractor shall provide all services at OIL, FHQ premises in Duliajan, Assam. A team of Geologists, Geophysicists, and Drilling Engineers of OIL will be associated with the Bidder/Contractors during entire period of the work. Preparation/scanning of maps, figures will be at place of work using OIL's/ hired facilities. The Bidder/Contractor will be provided necessary hardware and work space to execute the job.

13.11.2 The working hours for the manpower is from 07:00AM to 11:00AM and 12:30PM to 03:30PM. The lunch time would be from 11:00AM to 12:30PM. However, the project managers and data loaders should be ready to work beyond working hours, if the need arises. He/she should be ready to work at any time during the time of emergency.

14.0 QUALITY OF WORK:

- a) Data loading will be carried out as per the international E&P industry standard/practice. The loaded data should be properly maintained in the database.
- b) Bidder/Contractor should follow SEGY convention for seismic data loading.
- c) Proper cataloguing needs to be done for both 2D and 3D seismic dataset/well data/drilling data to be provided.
- d) Bidder/Contractor will be responsible for incompleteness and erroneous data entered during data loading by their key personnel into E&P databank and needs to be corrected at any stage of time within the contract or after the contract period.
- e) Oil will provide necessary hardware requirement in terms of disk space etc. for populating E&P databank with legacy data.
- f) OIL will provide necessary requirement to the Bidder/Contractor including access of databases/software/network etc.
- g) Dedicated system with minimum required specification will be provided to data loaders.

15.0 BIDDER/CONTRACTOR REPRESENTATIVE:

The Bidder/Contractor Representative shall be responsible for:

- Execution of the project plan
- Liaison with the OIL Representative
- Submission of the weekly and monthly progress reports
- Final QA/QC (prior to sign off by OIL) of the work conducted by Bidder/Contractor's team
- Management of Bidder/Contractor's team
- Deliverables as per project plan
- Deviation reporting from plan

The Bidder/Contractor Representative should have proven experience in project management related to E &P environment.

16.0 OTHER CONDITIONS

- (i) The Bidder/Contractor must confirm to provide on-site support of 01 (One) software expert and 01 (One) system administrator to be stationed at FHQ, Duliajan during the entire warranty and AMC period. Personnel proposed to be engaged must have relevant experience of minimum 02 (Two) years in providing technical support for the software to be supplied by the Bidder/Contractor.
- (ii) Company reserves the right of procuring additional licenses/upgraded version of the software at mutually agreed rates not more than the quoted rates of the Bidder/Contractors' offer in this contract within 02 (two) years from date of commissioning of the set-up. The newly procured licenses of the software will be covered under AMC in same terms and conditions as stated in this NIT.
- (iii) Migration of all data (excluding drilling data) from existing E&P databank or from any other data source to the new E&P databank system needs to be completed within the specified timeline, without any data loss.
- (iv) Other call-on services: OIL may instruct the Bidder/Contractor to provide additional services, which is beyond the original scope including provisions for shift operator for shift beyond normal working hours. These services shall be on a time basis. Bidder/Contractor shall provide hourly, daily and monthly rates for Bidder/Contractor staff of relevant experience and skill levels.

17.0 DELIVERY

- (i) All hardware and other relevant items shall be delivered to Company's site at FHQ, Duliajan for Primary Data Centre setup and at Oil India Limited office, New Delhi for Disaster Recovery Centre (DR Centre) setup respectively.
- (ii) All software, licenses and other relevant items shall be delivered to Company's site at FHQ, Duliajan for Primary Data Centre setup either in hard copy format or soft copy format by the Bidder/Contractor. All software and other relevant items for Disaster

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Recovery Centre (DR Centre) setup shall be delivered at Oil India Limited office, New Delhi.

- (iii) In case delivery is done in physical format, the Bidder/Contractor shall primarily and solely be responsible for obtaining any customs clearance, if the same is required, for importation into India of all consignments from Kolkata to the final destination (Duliajan) and Bidder/Contractor has to take delivery of the consignments from port for onward transportation to Duliajan.

18.0 INSTALLATION & COMMISSIONING:

- (i) The entire E&P databank setup including hardware and software will be installed and commissioned by the Bidder/Contractor at Oil India Ltd., at specified location in primary data centre and DR- Centre.
- (ii) All licenses, license files, keys, etc. required for operating the E&P databank software is to be installed centrally at FHQ, Duliajan.
- (iii) Number of concurrent users for the solution in Primary Data Centre: Software Licenses for 10 users (read and write facility) and additionally, 15 software licenses for viewing/read data for end-users.
- (iv) Installation and commissioning of the complete Hardware and software setup of E&P databank is to be ready within one hundred eighty (180) days from date of commencement of operation. However, Bidder/Contractors are encouraged to complete earlier than the proposed duration.
- (v) The Bidder/Contractor shall assign qualified/certified personnel as Project Manager with single point responsibility for the entire project cycle. Any issue regarding the installation/commissioning or implementation related issues shall be addressed by this Project Manager.
- (vi) An installation and commissioning certificate (Completion Certificate) duly signed by the authorized representatives of the OIL and authorized representative of the Bidder/Contractor shall be issued certifying that the fully integrated system is functioning satisfactorily as per the Supply order.

19.0 ACCEPTANCE PROTOCOL

- (i) The Bidder/Contractor will have to fully ensure the proper functioning of the system (i.e. hardware and software) for providing the optimum performance.
- (ii) After successful installation of the Hardware & Software, the commissioning of the same will be deemed to be complete only after successful completion of the acceptance protocol. The acceptance protocol will comprise of comprehensive testing of the modules and functionalities (i.e. acceptance tests) of the offered application software suites in the presence of OIL's representatives followed by documentation and joint certification of the test results. The Acceptance tests for the modules/applications will be run on the test datasets/demo datasets of the Bidder/Contractor which should be suitably chosen by

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the Bidder/Contractor so that the efficacy of the various modules can be illustrated clearly

- (iii) The acceptance tests for application will broadly cover the following:
 - 1. G&G data loading of standard data sets including seismic data, navigation files, well logs, well header information, reports etc.
 - 2. Export/download of the loaded data
 - 3. Viewing of all loaded geoscientific data, log curves, seismic data and wells in GIS Map
 - 4. Data search across the master data, domain data and integrated databases/applications
- (iv) The warranty will commence from the date of final acceptance

Note: Acceptance certificate will be issued only after fulfilling all the acceptance protocol as mentioned above.

20.0 TRAINING

- (i) In order to ensure optimal utilization of new technology and efficient use of the software, training has to be imparted to OIL's personnel without any charges. However, the final training schedule shall be decided by OIL in mutual consultation with the Bidder/Contractor to derive maximum benefit as per OIL's internal requirement & objectives.
- (ii) Manuals/training literature providing detailed specification of the functions and workflows for each software module must be provided during the training.
- (iii) Training on E&P databank software, its applications, functionalities, modules, database structure, data loading, routine hardware and software maintenance, database and system management is to be conducted.
- (iv) Additionally, upon upgradation of the software necessary training should be arranged on the upgraded software.
- (v) The Bidder/Contractor shall provide temporary/demo additional licenses including third party software, if required, during training period.
- (vi) It may be noted that the training imparted must cover theoretical aspects as well as hands on demonstration of the software application on OIL's dataset.
- (vii) For any training at Company's site, the travel and living expenses of Bidder/Contractor's personnel should be borne by the Bidder/Contractor. The Company may arrange guest house accommodation on chargeable basis subject to availability of the same.
- (viii) For any training at Bidder/Contractor's site outside Duliajan (In-country/abroad), the travel and living expenses of OIL's personnel shall be borne by OIL.

21.0 ANNUAL MAINTENANCE AND SUPPORT CONTRACT:

The terms and conditions of Annual Maintenance Contract (AMC) are as follows:

- (i) The Bidder/Contractor has to quote for 05 (five) years of comprehensive AMC for all items (hardware, software and other third-party software (if any) etc.) supplied against this tender. All the items are required to be covered under the AMC. The AMC offered for all items must include scope for extension of the contract for a period of two years at the same rate, terms & conditions as laid out in the appropriate sections of the NIT.
- (ii) The AMC will include preventive as well as corrective maintenance of all hardware.
- (iii) The Bidder/Contractor shall depute 01 (One) software expert having minimum 2 (two) years' experience in providing technical support, who is well versed with the entire modules supplied as part of the E&P databank software, at FHQ, Duliajan. He shall be responsible for providing technical support throughout the warranty period to guide & assist OIL's G&G personnel in understanding and troubleshooting various requirements/problems while carrying out any job as covered under the scope of this Contract.
- (iv) The Bidder/Contractor shall be solely responsible for maintenance of the hardware and software suite inclusive of all modules and licenses in all spheres wherever the same has been installed.
- (v) At least 01 (One) qualified and trained system administrator shall be stationed at Duliajan exclusively for maintenance of the supplied hardware and software such as hardware OS, backup solution etc. for the entire warranty and AMC period.
- (vi) Any software/firmware upgrades of supplied hardware and software, released during warranty and AMC period have to be supplied free of cost to OIL and installed on the relevant systems as per advice of OIL.
- (vii) Training conducted during the AMC period is to be included as part of AMC and charges, if any, for the same is to be incorporated within the AMC cost.
- (viii) Whenever a new version of the software/major software upgrades under the purview of the AMC is released, the same shall be provided to OIL free of cost within 30 days of the official release of the update. Installation and configuration of the same shall be carried out by the Bidder/Contractor as part of the AMC at all work-spheres of OIL where software has been installed. The AMC shall also include visits of experts to Duliajan at no extra cost to OIL for imparting training on newly released version of the software for duration of minimum 10 (ten) working days. This is applicable to all software required to operate the OIL including linkage with the third-party software after due testing and certification by the Bidder/Contractor. The successful software upgradation should be communicated in writing to OIL.

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- (ix) During the period of AMC, in case a new release of application software is launched which requires upgradation of hardware &/ or operating system, the Bidder/Contractor needs to upgrade the hardware, operating software as and when required which will be free of cost within AMC period.
- (x) During the entire AMC period of 05 (Five) years after warranty period, the E&P databank may be required to be connected to additional application software of the Company, as and when they come up. The charges for the same will be after mutual agreement between the Company and the Bidder/Contractor.
- (xi) The Company will not provide accommodation and local transport to the Bidder/Contractor's maintenance engineers at Duliajan.
- (xii) After expiration of AMC period or upon receiving notification to terminate, the Bidder/Contractor has to hand over the entire equipment, hardware, software, licenses etc. pertaining to E&P databank system to Oil India Limited in working condition. The Handover shall be deemed to be complete only once representative of OIL are satisfied and certify the same. Termination handover tasks include but are not limited to the following:
 - Bidder/Contractor shall resolve all pending issues related to Hardware/Software/Licenses.
 - Bidder/Contractor shall verify that all Hardware and Software are in good operational mode as per respective maintenance contracts.
 - Bidder/Contractor shall verify & demonstrate that all data loaded in the E&P databank is retrievable.

Note: 01 (One) week means working week of 06 (Six) days followed by 01 (One) day off.

ANNEXURE-I

Existing applications of E&P Databank

- a) **PETROBANK MDS (MASTER DATA STORE):** The PetroBank MDS is used to upload data such as cultural data (mining lease licenses, petroleum exploration licenses), seismic data (surveys, navigations, velocities, SEGYS), well data (well headers, wellbores, well logs, wells with archive data-well commentaries), archive objects, etc. into the Databank.
- b) **POWER EXPLORER:** This is a web-interface used to view the data residing in PetroBank MDS.
- c) **RECALL:** It is a 3rd party solution from Petris to upload well logs into the Databank. The Recall software is embedded into the PetroBank MDS software.
- d) **OPENWORKS:** It is a Project Management Database to store well, curve, fault and seismic navigation data.
- e) **WEB OPENWORKS:** This is a web-interface used to view the data residing in OpenWorks Database.
- f) **WEB DATA LOADER:** Web interface for loading seismic data to the system.
- g) **COMPASS:** Create new files for upcoming and current wells to be analysed in the drilling applications. It gathers the information available to start the design and assist OIL personnel with complete trajectory planning and optimization of the profile, daily trajectory monitoring of currents wells & anti-collision study & monitoring.
- h) **WELLPLAN:** Create new files for upcoming and current wells to be analysed in the drilling applications. It gathers the information available to start the design and assist OIL personnel with complete pre-job engineering analysis using the following modules: Torque & Drag, Hydraulics, cementing, Swab-Surge Analysis, well control, BHA dynamics, stuck pipe etc. and monitoring of well sections w.r.t Torque & Drag analysis, Hydraulics etc. of parameters mentioned above. Post-Job engineering analysis.
- i) **CASING SEAT:** Create new files for upcoming and current wells to be analysed in the drilling applications. It gathers the information available to start the design. Assisting OIL personnel with complete design analysis (Casing Seat selection,) based on inputs provided by OIL and analysis of historical wells to investigate areas of critical consideration (i.e. analysis of casing failures).
- j) **OPENWELLS:** Data loading/feeding of the wells on daily basis. Perform daily QA/QC of the drilling data captured in Open Wells. Report generation as per requirements e.g. Well completion report, plan Vs actuals etc.
- k) **STRESS CHECK:** Assist OIL personnel in finalizing design parameters as per best practices in the Industry. Optimizing planning and eliminating over design and assist in data gathering for optimized design.

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- l) WELL CAT:** Assist OIL personnel in casing/tubing/well head design & assist in data gathering for optimized design.
- m) DATA ANALYZER:** Data analysing as per requirement, assist in data analysing and comparing of the same and post well analysis.
- n) CASING WEAR:** Analysis of casing wear during design phase and assist in optimized planning eliminating over design
- o) SWPCEMENT-(Wellplan cementing, maintenance):** To assist Cementing design & post cementing.

End of Part-II

PART – III**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

Sl. no.	GCC Clause No. Ref (if any)		Clause Descriptions
1.	GCC clause no. 1.0	Definition	<p>Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:</p> <p>(i) “Existing E&P databank” refers to the data management software of M/s Halliburton that is currently available in OIL.</p> <p>(ii) “New E&P databank” refers to the new data management software required by OIL for seamless data flow across the Company as per Scope of Work.</p> <p>(iii) “GRPC” refers to an in-house developed MS Access/SQL database which is used to store geological, production, chemical and reservoir data with various integrated well information since 1996.</p> <p>(iv) “ERP-SAP” refers to SAP ECC 6.0 (EHP 7) used by OIL with all the business modules including PP-SD & IS-OIL for E&P data having integrated information of production, drilling, and G&G data since 2005.</p> <p>(v) “EDT-suite” refers to the well planning and design application of M/s Halliburton used by drilling department of OIL.</p> <p>(vi) “G&G Processing/Interpretation software” refers to comprehensive geological and geophysical software such as Petrel-Schlumberger/ DSG-Halliburton/RMS Roxar-Paradigm/ Kingdom Suite-IHS Markit/ Decision Space Desktop-Halliburton/Eclipse-Schlumberger/OFM-Schlumberger/SCAL-</p>

			<p>Schlumberger/Saphir-Kappa/Techlog-Schlumberger/Omega-Schlumberger/Echos-Emerson Paradigm/Geo-depth-Emerson Paradigm/Hampson Russell Suite (HRS)-CGG/Drillworks-Predict-Halliburton/Intersect-Schlumberger/PetroMod-Schlumberger (G&G application software used in Oil India Limited) used for G&G processing/interpretation and analysis purposes.</p> <p>(vii) "DR Centre" refers to the Disaster Recovery Centre for new E&P Databank.</p> <p>(viii) "Certificate of Completion" means certificate issued by the Company to the Bidder/Contractor stating that the jobs/works assigned has been successfully completed by the Bidder/Contractor and submitted all necessary reports as required by the Company.</p> <p>(ix) "Date of Commencement of operation" means the date on which the mobilization is completed in all respects and Bidder/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.</p> <p>(x) "Warranty Period" refers to a period not less than twelve (12) months after successful installation and commissioning. Warranty period shall commence only after issuance of Certificate of Completion by the Company.</p> <p>(xi) "Approval" as it relates to Company, means written approval.</p> <p>(xii) "Bidder/Contractor's personnel" means the personnel as mentioned under Scope of Work, to be provided by Bidder/Contractor for execution of the project as well as during the tenure of the Contract.</p>
2.	GCC clause no. 1.2.25	Mobilization	<p>(i) The Bidder/Contractor must mobilize their personnel, hardware, software and all</p>

			<p>other necessary materials within 30 (Thirty) days from the date of issuance of LOA.</p> <p>(ii) Installation and commissioning of the complete hardware and software setup of E&P databank is to be ready within 180 (One Hundred Eighty) days from date of commencement of operation. However, Bidder/Contractors are encouraged to complete earlier than the proposed duration.</p> <p>(iii) On-site personnel having necessary qualifications as mentioned below must be deputed within 07 (Seven) days from the date of completion of commissioning/hosting of licenses at FHQ, Duliajan.</p> <p>If for some reason, there is any change in deployed personnel than those mentioned in the Contract, then the bio-data of the personnel showing fulfilment of required experience terms and conditions is to be submitted to Company at least 07 days prior to date of mobilization for scrutiny and approval by the Company.</p>
3.	GCC clause no. 4.3	Duration of contract	This CONTRACT shall remain valid for a period of 02 (Two) years from the date and time of commencement.
4.	GCC clause no. 25.0	Inspection	<p>Inspection will be carried out against the following mobilization prerequisites:</p> <p>Necessary hardware, software, licenses and other relevant items for Primary Data Centre and DR Centre</p>
5.	GCC clause no. 10	Performance Security	Upon awarding of the contract, the contractor shall furnish performance security for an amount of 3% of Annualized contract value within 02 (two) weeks of receipt of LoA with a validity of 90 (ninety) days beyond contract period.
6.	GCC clause no. 27.0	Terms of Payment	<p>Payment shall be released as follows:</p> <p>(i) Hardware for Primary Data Centre: 30% on delivery and rest 70% after successful installation and commissioning.</p> <p>(ii) Software (including licenses & 3rd party software) for Primary Data Centre: 30% on</p>

			<p>delivery and rest 70% after successful installation and commissioning.</p> <p>(iii) Installation & commissioning for Primary Data Centre: 100% payment will be made after successful installation and commissioning.</p> <p>(iv) Data Migration: 100% payment will be made only after successful data migration.</p> <p>(v) Data loading: Payment will be made on quarterly basis after proper QC and specified volume of data loading as per OIL's requirement.</p> <p>(vi) Data Integration: 100% payment will be made only after successful data integration as per scope of work.</p> <p>(vii) Hardware for Disaster Recovery Centre: 30% on delivery and rest 70% after successful installation and commissioning.</p> <p>(viii) Software (including 3rd party software) for Disaster Recovery Centre: 30% on delivery and rest 70% after successful installation and commissioning.</p> <p>(ix) Installation & commissioning for Disaster Recovery Centre: 100% payment will be made after successful installation and commissioning.</p> <p>(x) AMC for Primary Data Centre: Payment on AMC will be made on quarterly basis after successful submission of signed quarterly AMC report.</p> <p>AMC for Disaster Recovery Centre: Payment on AMC will be made on quarterly basis after successful submission of signed quarterly AMC report.</p>
7.	GCC clause no. 27.0	Submission of Reports/Invoice	<p>Invoices against the contract shall be raised quarterly by the Bidder/Contractor after completion of each 3(three) months of satisfactory services as per terms & condition</p>

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			of the contract and after due certification by the Company within 30 days of receipt of the invoices.
8.	GCC clause no. 28.0	Agent Commission	NA
9.	GCC clause no. 14.0	Insurance	To be guided by Clause No. 14.0 of GCC.
10.	GCC clause no. 42.1	Arbitration	Location of Arbitration shall be Duliajan
11.	GCC clause no. 27.11	De-Mobilization	Applicable as per GCC.
12.	GCC clause no. 9.0	Association of Contractor's Personnel	Applicable as per GCC.
13.	GCC clause no. 24.0	<u>ASSOCIATION OF COMPANY'S PERSONNEL</u>	Applicable as per GCC.
14.	GCC clause no. 30.0	Liquidated Damage Clause specific to Tender	<p><u>LIQUIDATED DAMAGES &PENALTY</u></p> <p>i. 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 cost per week or part thereof, of delay from date of issuance of mobilization notice/LOA, subject to maximum of 7.5% of total contract cost. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause No. 2 of SCC</p> <p>ii. If the Contractor fails to mobilize within the stipulated date, the Company reserves the right to cancel the Contract without any prior notice.</p>
15.	GCC clause no. 9.3	Provision of Personnel facilities	The Bidder/Contractor shall be solely responsible for providing all requirements of their personnel throughout the entire period of the contract including but not limited to, their transportation to & from Duliajan/field site, enroute/local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available

			medical assistance/facilities to Bidder/Contractor's personnel in case of emergency at its own establishment on chargeable basis.
16.	GCC clause no. 23.0	Warranty and remedy of defects	<p>(i) All hardware should be covered by a total warranty period of 12 (Twelve) months. However, if warranty for comprehensive hardware or any part thereof is provided by the OEM which is greater than the period mentioned above, the Bidder/Contractor must pass on the benefit arising out of all such warranties to the Company.</p> <p>(ii) All the installed software including licenses, etc. shall have to be covered by a warranty for a period of 12 (Twelve) months after successful commissioning at site.</p> <p>(iii) Warranty should also include supply and installation of all the software upgrades, if any, free of cost during the warranty period.</p> <p>(iv) During the entire warranty period, the Bidder/Contractor shall depute 01 (One) software expert having minimum 02 (Two) years' experience in providing technical support, who is well versed with the entire modules supplied as part of the E&P databank software, at FHQ, Duliajan. He/She shall be responsible for providing technical support throughout the warranty period to guide & assist OIL's G&G personnel in understanding and troubleshooting various requirements/problems while carrying out any job as covered under the scope of this Contract.</p> <p>(v) At least 01 (One) qualified and trained system administrator shall be stationed at Duliajan exclusively for maintenance of the supplied hardware and software such as hardware OS, backup solution etc. for the entire warranty and AMC period.</p> <p>(vi) Any software/firmware upgrades of supplied hardware and software, released during warranty and AMC period have to be</p>

			<p>supplied free of cost to OIL and installed on the relevant systems as per advice of OIL.</p> <p>(vii) The bio-data of key personnel to be deployed at site during the entire contract period including warranty period is to be submitted to Company as part of the tender for scrutiny and approval by the Company.</p> <p>(viii) Accommodation, transport etc. of all Bidder/Contractor's personnel including on-site data loaders shall be totally on Bidder/Contractor's account and responsibility.</p> <p>(ix) The Bidder/Contractor has to migrate/transfer application/applications license(s) free of cost during the warranty period, if condition so arises.</p> <p>Apart from License fee/warranty fee, Installation & Commissioning charges and no other cost, viz. AMC cost etc. shall be applicable during the warranty period.</p>
17.	GCC clause no. 48.0	Miscellaneous Provisions: Key personnel	<p>(i) The Bidder/Contractor must engage 01 (One) software expert and 01 (One) system administrator throughout the warranty and AMC period on round the clock basis as required by the Company.</p> <p>(ii) Bidder/Contractors should deploy the following qualified personnel in order to complete the project within the stipulated timeline throughout the duration of work for 2 (two) years:</p> <ul style="list-style-type: none"> • Project Manager (01) • Seismic Data Loader (02) • Well data loader (02) • Well/seismic data/archive object loader (01) • Drilling Data loader (01) <p>Note: For integration/migration of data, domain/software specialist may be engaged as per the requirement of the project to complete within the stipulated time and</p>

			<p>should deploy personnel with relevant expertise to carry out necessary development in ERP environment to facilitate data exchange.</p> <p>For details of qualification, number and associated requirements of the key personnel please refer section “12.0. (Personnel to be deployed by the Bidder/Contractor)” under Scope of Work/Terms of Reference (ToR).</p> <p>(iii) The Bidder/Contractor should ensure that their personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Bidder/Contractor, entirely at its own expense, shall remove immediately any personnel of the Bidder/Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.</p> <p>(iv) OIL requires a new E&P Databank (Data management system) to be set-up at Field Headquarters at Duliajan, Assam through a turn-key project with a single point responsibility on the Bidder/Contractor, who shall be solely responsible throughout the period of the contract including installation and commissioning of hardware and software, data migration/loading/integration as per Scope of Work.</p> <p>(v) The Bidder/Contractor shall be solely responsible for providing all requirements of their personnel throughout the entire period of the contract including but not limited to, their transportation to & from Duliajan, enroute/local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Bidder/Contractor's personnel in case of emergency at its own establishment on chargeable basis.</p>
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			Bidder/Contractor's key personnel should be placed at FHQ, Duliajan.
18.	GCC clause no. 16.0	Limitation of Liability %	Applicable as per GCC.
19.	GCC clause no. 39.0	Statutory variation/ Newly enacted Law Minimum Wages increment in SCC as the case may be	Applicable as per GCC.
20.	GCC clause no. 24.0	Subcontracting Allowed/Not Allowed	Allowed as per GCC
21.	GCC clause no. 24.0	Subcontracting If allowed, define Petty Services	Allowed as per GCC
22.	GCC clause no. 31.0	Force Majeure	<p>(i) In the event of either party being rendered unable by 'Force Majeure' To perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.</p> <p>(ii) Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in 47 writing within 72 (Seventy-Two) hours of the</p>

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			<p>alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.</p> <p>(iii) 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 shall apply for the first 10 (Ten) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond 10(ten) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 10(ten) days force majeure period unless otherwise agreed to.</p>
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CLAUSES SPECIFIC TO THIS TENDER

23.	Area of Operation	FHQ, Duliagan, Assam
24.	<u>HSE Policy</u>	<p>Contractor shall observe such safety/pollution control regulations in accordance with acceptable Oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, pollution, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation. Contractor shall conduct safety drills.</p> <p><u>ENVIRONMENT MANAGEMENT</u></p> <p>i. Contractor shall ensure that there is no pollution either of water, air or sound during the operation. Contractor shall be more careful and checked for any leakage and immediate corrective action to be taken for such leakages to avoid any pollution problems. Contractor shall inform of such leakages immediately to the Company's Representative.</p> <p>ii. The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.</p>

		<p>iii. Any permission from the Mines Directorate in connection with working in excess of 08 (Eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under applicable provisions of Mines Act, Pollution Control Board (Assam) the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.</p> <p>iv. The Contractor shall not engage labour below 18 (Eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.</p> <p>v. Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate/approvals:</p> <p>a. Total manpower list</p> <p>b. All certificates as per applicable laws including Mines Acts.</p> <p>a. Regional Labour certificate, if required.</p>
25.	Notice	<p>Any notice given by one party to other, pursuant to the 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> CGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Email: contracts@oilindia.in</p> <p>b) <u>For technical matters</u> Chief General Manager [G&R] OIL INDIA LIMITED PO Duliajan – 786602 Assam, India Email: Gopal Krishna Ghosh <gopal_ghosh@oilindia.in></p>

		<p>c) <u>Contractor</u></p> <p>A notice shall be effective when delivered or on the notice effective date, whichever is later.</p>
26.	CONFIDENTIALITY OF INFORMATION	<p>(i) Bidder/Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the execution of the project and to take all reasonable steps to ensure the Bidder/Contractor's personnel likewise keep such information confidential.</p> <p>(ii) This obligation shall keep in force even after the expiry of the contract period and until such information is disclosed by Company.</p>
27.	General obligations of Bidder/Contractor	<p>Bidder/Contractor shall, in accordance with and subject to the terms and conditions of this Contract be governed by the following:</p> <p>(i) The Bidder/Contractor must supply all necessary hardware and software for Primary Data Centre and DR Centre, installation of hardware, installation and configuration of software, maintenance and training on the system as per the scope of work. Installation and commissioning, migration of data from existing E&P databank to new E&P databank and integration of all the supplied software shall be done by authorized personnel of the Bidder/Contractor who have been approved by the Company as per guidelines.</p> <p>(ii) Capacity of storage required in the Primary Data Centre is 500 TB (Approx.) and the same must be provisioned for DR Centre. OIL requires a full software setup in DR Centre with no separate licenses. Bidder/Contractor has to provide full back up solution for the entire application setup.</p> <p>(iii) Bidder/Contractor shall indicate make & model of the quoted hardware along with relevant detailed Technical catalogues/brochures (hardcopy/softcopy). The Technical information provided along with bid should be sufficient to evaluate the material to be supplied.</p> <p>(iv) The Bidder/Contractor must quote all the items to ensure completeness of the list of deliverables in the offer for a fully functional system. However, if at the time of installation & integration of the system, it is found that some additional hardware accessories or software items with licenses are required to complete the configuration, which were not included in the Bidder/Contractor's original list of deliverables, then the Bidder/Contractor is required</p>

	<p>to supply such items to ensure the completeness of the configuration at no extra cost to the Company</p> <p>(v) Bidder/Contractor shall provide detailed description and functionalities of all modules to be provided as part of the software along with relevant technical catalogues/brochures (hardcopy/softcopy). The Technical information provided along with bid should be sufficient to evaluate the software to be supplied.</p> <p>(vi) The Bidder/Contractor must provide any intrinsic/additional module of their software which is not part of this tender but is essential for smooth functioning of the software.</p> <p>(vii) All the personnel offered by the Bidder/Contractor for project execution must have adequate experience (as specified in SOW) and should be fluent in English language. On Company's request, Bidder/Contractor shall remove and replace at their expenses, any of their personnel whose presence is considered reasonably undesirable or performance is found to be poor in the opinion of Company. The Bidder/Contractor shall provide the supporting staff at their own expenses.</p> <p>(viii) 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 project.</p> <p>(ix) Bidder/Contractor shall be deemed to have satisfied themselves 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.</p> <p>(x) Bidder/Contractor shall give or provide all necessary supervision for performance of the services during and after installation, commissioning and thereafter within the warranty as well as AMC period as Company may consider necessary for the proper fulfilling of Bidder/Contractor's obligations under the contract.</p> <p>(xi) The Bidder/Contractor shall primarily and solely be responsible for obtaining any custom clearance, if the same</p>
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		<p>is required, for importation into India of the Bidder/Contractor's items in connection with the execution of the work. Any demurrage in this process shall be at the Bidder/Contractor's cost.</p> <p>(xii) The Bidder/Contractor shall be fully responsible for any unauthorized imports or wrong declaration of goods and shall have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.</p> <p>(xiii) The Bidder/Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect. Bidder/Contractor must take complete responsibility of all safety aspects during the entire execution of the project.</p> <p>The Contract price shall remain firm and fixed during the execution of the Contract and not subject to variation on any circumstances.</p>
28.	Rights and privileges of company	<p>(i) To check the Bidder/Contractor's items before the commencement of installation and commissioning. If they are not found in good order or do not meet specifications as per the tender, or in case of non-availability of some of the Bidder/Contractor's items listed therein, the Bidder/Contractor may not be allowed for commencement until the Bidder/Contractor has remedied such default.</p> <p>(ii) To approve the choice of sub-Bidder/Contractors for any essential third-party contract, concerning materials, equipment, personnel and services to be rendered by Bidder/Contractor. Sub-contract may be entered into by Bidder/Contractor only after Company's approval.</p> <p>(iii) To check, at all times, Bidder/Contractor's mobilization status, receive of materials, to inspect Bidder/Contractor's equipment and request for replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.</p> <p>(iv) To order suspension of operations while and whenever:</p> <p>(v) Bidder/Contractor's personnel is deemed by Company to be not satisfactory, or a) Bidder/Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.</p>

		<p>or</p> <p>b) Bidder/Contractor's equipment or practice turning into a safety hazard, danger to personnel of both Bidder/Contractor as well as Company.</p> <p>or</p> <p>c) Bidder/Contractor fails to meet any of the provisions in the contract.</p> <p>or</p> <p>d) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.</p> <p>or</p> <p>e) Bidder/Contractor is found non-compliant to HSE requirements as per Safe Operating Practices or applicable laws.</p>
29.	PENALTY	<p>(i) In case the monthly downtime of software exceeds 24 hours, penalty @USD 15 per hour (equivalent in INR) for each hour beyond 48 hours shall be imposed. For calculation of an hour, each 60 minutes shall constitute an hour and any part of the hour i.e. 1 minute - 59 minutes shall be considered as one complete hour.</p> <p>(ii) If in any case, system is not functional for 8 working hours at a stretch then penalty charges of 2 days will be applicable.</p> <p>(iii) Bidder/Contractor shall be solely responsible in case of any damage to the property of OIL including hardware/software/data etc.</p> <p>(iv) Bidder/Contractor should complete the specified job mentioned in the Scope of Work within the stipulated timeline, failing which penalty shall be imposed @10% of the contract value for the first month or part thereof of delay subject to a maximum of 30%, against the specified job as mentioned in the SOW.</p> <p>(v) All the above penalty clauses shall be applicable simultaneously.</p> <p>(vi) In case the Bidder/Contractor fails to rectify issues related to E&P databank hardware/software during the AMC period, within 120 hours from the time of reporting the breakdown, a penalty of 0.5% of yearly AMC charges for each week of delay will be levied subject to a maximum amount of 7.5 % of yearly AMC charges.</p>

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.

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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.

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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.

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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:

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- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services [SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- p) The original copy being marked as ORIGINAL FOR RECIPIENT;
- q) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- r) 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.

32 CUSTOMS DUTY

- 32.1 Company shall use the Tools/equipment along with the Services under the Contract in the PEL/ML areas renewed/issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List- 12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.
- 32.2 Contractor shall provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall 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 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 arising solely as a result of any default on the part of the Contractor.
- 32.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 32.4 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 actual whichever is less (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid

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payment of excess Customs Duty.

- 32.5 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.
- 32.6 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.

End of Part-III

PART-IV

SCHEDULE OF RATES

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

1.0 COST OF HARDWARE FOR PRIMARY DATA CENTRE

- 1.0 The cost of the necessary hardware for Primary Data Centre
- 1.1 Payment will be made 30% on delivery and rest 70% after successful installation and commissioning.

2.0 COST OF SOFTWARE FOR PRIMARY DATA CENTRE

- 2.0 The cost of the necessary software (including licenses & 3rd party software) for Primary Data Centre
- 2.1 Payment will be made 30% on delivery and rest 70% after successful installation and commissioning.

3.0 COST OF INSTALLATION & COMMISSIONING FOR PRIMARY DATA CENTRE

- 3.1 Cost of installation and commissioning of hardware and software of Primary Data centre.
- 3.2 100% payment will be made after successful installation and commissioning.

4.0 COST OF DATA MIGRATION

- 4.1 The cost of migration of entire G&G data from the OIL's existing E&P databank system to the new E&P databank system.
- 4.2 100% payment will be made only after successful data migration.

5.0 COST OF DATA LOADING

- 5.1 Project manager (5+ years of experience) (1 no.)
- 5.2 Seismic data loader (2+ years of experience) (2 nos.)
- 5.3 Well data loader (2+ years of experience) (2 nos.)
- 5.4 Drilling data loader (2+ years of experience) (1 no.)
- 5.6 Well/seismic archive object loader (2+ years of experience) (1 no.)
- 5.7 Payment will be made Payment will be made on quarterly basis after proper QC and specified volume of data loading as per OIL's requirement.

6.0 COST OF DATA INTEGRATION

- 6.1 Services for Integration of GRPC, ERP-SAP, G&G application software and drilling-EDT suite with the new E&P Databank system.
- 6.2 Service for setting up periodic (Daily and monthly) Data extraction from tables, views, reports, Function modules in (SAP ECC or S/4HANA) and SAP BW to the proposed system.
- 6.3 The cost of connectors required for this purpose should also be incorporated.
- 6.4 100% payment will be made only after successful data integration as per scope of work.

7.0 COST OF HARDWARE FOR DISASTER RECOVERY CENTRE

- 7.1 The cost of the necessary hardware for Disaster Recovery Centre.
- 7.2 Payment will be made 30% on delivery and rest 70% after successful installation and commissioning.

8.0 COST OF SOFTWARE FOR DISASTER RECOVERY CENTRE

- 8.1 The cost of the necessary software (including 3rd party software) for Disaster Recovery Centre.
- 8.2 Payment will be made as per 30% on delivery and rest 70% after successful installation and commissioning.

9.0 COST OF INSTALLATION & COMMISSIONING FOR DISASTER RECOVERY CENTRE

- 9.1 Cost of installation and commissioning of hardware and software of Disaster Recovery Centre.
- 9.2 100% payment will be made after successful installation and commissioning.

10.0 ANNUAL MAINTENANCE AND SUPPORT CONTRACT CHARGES FOR PRIMARY DATA CENTRE

- 10.1 Charges for 05 (Five) years of comprehensive AMC for all items (hardware and software) supplied against this tender has to be quoted as per terms and conditions defined in **AMC** clause of **SOW**.
- 10.2 Payment on AMC will be made on quarterly basis after successful submission of signed quarterly AMC report.

11.0 ANNUAL MAINTENANCE AND SUPPORT CONTRACT CHARGES FOR DISASTER RECOVERY CENTRE

- 11.1 Charges for 05 (Five) years of comprehensive AMC for all items (hardware and software) supplied against this tender has to be quoted as per terms and conditions defined in **AMC** clause of **SOW**.
- 11.2 Payment on AMC will be made on quarterly basis after successful submission of signed quarterly AMC report.

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Note: Invoices against the contract shall be raised quarterly after completion of each 03 (Three) months of satisfactory services as per terms & condition of the contract and after due certification by the company within 30 days of receipt of the invoices.

End of Part-IV

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

SUB: SAFETY MEASURES

Description of service: IFB No. CDH9114P22 for 'Hiring of services for setup of new E&P Databank/Data Management System and Disaster Recovery Centre along with the procurement of hardware and software'.

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:

A. General/Common:

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
3. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
5. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/penalty due non-adherence to PPE shall be binding to the Contractor.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

8. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation/other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
9. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
10. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
11. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
12. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program/training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
13. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer in Charge.
14. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
15. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
16. OIL will communicate all information to the Contractor or his authorized representative only.
17. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

18. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
19. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
20. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
21. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
22. Contractor's Supervisor/Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
23. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
24. Necessary sign-board/warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals/sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
25. Barricading of area to be done with reflecting tapes as applicable during work.
26. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
27. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
28. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.

29. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
30. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
31. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
32. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.
33. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

B. Additional Points in case of Areas/Installations under Mines

1. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.
2. 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 work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
3. 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.
4. The Contractor shall report all near misses, minor and reportable accident to the Engineer In Charge and maintain the record of near misses as per OIL's practice, and accidents in the Form – J for Reportable accident and Form-K for Minor Accidents as per The Mines Rules 1955 in consultation with the Engineer In Charge.
5. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.

6. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
7. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the State Pollution Control Board for storage, handling and disposal of hazardous waste.
8. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
9. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
10. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O₂/CO/H₂S) and FLP tool, torch light etc. to be made available at site.
11. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

(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 **IFB No. CDH9114P22 for 'Hiring of services for setup of new E&P Databank/Data Management System and Disaster Recovery Centre along with the procurement of hardware and software'**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

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

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

Section: 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 03 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 .

CHECKLIST FOR BEC

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

Clause No.	Description	Reference File No. and Page No. of Bidder's Quote	Provided	Not Provided
	<p><u>BID EVALUATION CRITERIA (BEC):</u> The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.</p>			
1.0	<p><u>ELIGIBILITY CRITERIA:</u></p> <p>1.1 The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.</p> <p>If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in</p>			

	<p>addition to resorting to other options as may be deemed appropriate.</p> <p>Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</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 along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded (format enclosed as PROFORMA-XVI).</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>(d) Bidder to submit a copy of their Certificate of Incorporation/Registration in India.</p>			
1.2	<p>EXPERIENCE:</p> <p>1.2.1 The bidder should have their own E&P databank/E&P data management system and must have an experience of minimum 05 (Five) years in successfully implementing E&P data management solution including seismic, geological, log and drilling/production data loading in any upstream oil and gas company within a period of 12 (Twelve) years from the original bid closing date.</p> <p>1.2.2 Additionally, the bidder must have experience of successfully completing the following specified work mentioned below in any upstream oil and gas company:</p>			

	<p>i) Integration of E&P data sets and read/update records from ERP-SAP/ORACLE database/SQL database with E&P databank system.</p> <p>ii) Integrating with one or more G&G (Geological & Geophysical) application software's (such as Petrel, Techlog, Omega etc.) with E&P databank system.</p>			
	<p><u>Notes to BEC Clause 1.2 above:</u></p> <p>i) In support of the experience criteria of Clause No. 1.2.1 above, the bidder must furnish names and addresses of the clients along with service description for whom the project(s) have been carried out. The provided list needs to be supported with performance report/proof of settlement/release of final payment against the contract/and any other document substantiating the bidders experience.</p> <p>ii) In support of the experience criteria of Clause No. 1.2.2 above, the bidder must furnish documentary evidences citing names and addresses of the clients for whom the project(s) have been carried out with relevant pages of contract/work order along with completion certificate/payment certificate issued by the client or any other documents which supports the execution of the project.</p> <p>iii) In case self-certification is provided by the bidder in support of its experience, the bid shall be rejected outright.</p> <p>iv) Work executed by the bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p>			
1.3	<p><u>CORE TEAM EXPERIENCE</u></p> <p>As a part of the project execution, bidder must deploy an integrated core team of minimum 07 (Seven) members consisting of 01 (One) Project Manager, 02 (Two) Seismic Data Loader, 02 (Two) Well Data Loader, 01 (One) Drilling Data Loader and 01 (One) Well/Seismic Archive Object Loader in the said project.</p> <p>i) The Project Manager (or team leader) should</p>			

	<p>have experience of minimum 05 (Five) years in managing E&P data processing/interpretation software and loading and QC of geoscientific data in any upstream oil and gas company. The Project Manager must be a regular full-time employee of the consultant at the time of award of Contract.</p> <p>ii) The Seismic Data Loader must be a Geophysicist with a minimum qualification of Masters in Geophysics and must have an experience of at least 02 (Two) years in any E&P company having knowledge of loading seismic data (2D, 3D, SEGY, SEGD and other standard formats). The Seismic Data Loader should be able to load, QC and manage seismic related data into the proposed E&P Databank system.</p> <p>iii) The Well Data Loader must be a Geologist/Petrophysicist with a minimum qualification of Masters in Geology and must have an experience of at least 02 (Two) years in any E&P company having knowledge of loading raw/processed/advanced well log data with proper QC. The Well Data Loader should be able to QC, managing and loading of raw/ processed/advanced well log data into the proposed E&P Databank system.</p> <p>iv) The Drilling Data Loader must have an experience of at least 02 (Two) years in carrying out loading and QC of processed/raw Drilling data, viz. daily progress report, well policy, directional drilling report, well service operations etc., into the data repository in any upstream oil and gas company. He/she should have adequate knowledge in the field of Drilling and have working experiences in industry standard drilling application software.</p> <p>v) As a part of the offer, an undertaking is to be submitted by the bidder stating that in the event of award, contractor shall deploy the requisite resources as mentioned in points i), ii), iii) and iv) above. The bidder must furnish detailed bio-data/experience certificates of the team members certified and authenticated by the CEO or Equivalent in this regard.</p>			
2.0	<p><u>MOBILIZATION TIME:</u></p> <p>The bidders must confirm their compliance in their</p>			

	<p>“technical” bid to complete the mobilization within 30 (Thirty) days from the date of issue of Letter of Award (LOA). Offers without confirmation of stipulated mobilization time or with mobilization time more than 30 (Thirty) days will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.</p>			
3.0	<p><u>FINANCIAL EVALUATION CRITERIA:</u></p> <p>3.1 The bidder shall have an annual financial turnover of minimum INR 6,59,50,000 during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.</p> <p>3.2 Net worth of the bidder must be Positive for the preceding financial/accounting year. <u>Note:</u> The Net worth to be considered against Clause No. 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.</p>			
	<p><u>Note to Financial Clause No. 5.0 above:</u></p> <p>(a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: (i) Audited Balance Sheet along with Profit & Loss account.</p> <p style="text-align: center;">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-X.</p> <p><u>Note:</u> 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</p>			

	<p>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-XI.</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) Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual Turnover and Net worth as mentioned in Clause Nos. 5.1 & 5.2.</p> <p><u>NOTES: OIL reserves the right to ask for any Original or other relevant document to verify the certification</u></p>			
4.0	<p><u>COMMERCIAL EVALUATION CRITERIA:</u></p> <p>4.1 Bids shall be submitted under Single Stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical Attachments" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.</p> <p>4.2 Bidder shall offer firm prices. Price quoted by</p>			

	<p>the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>4.3 Bids should be valid for a period of 120 (one-hundred twenty) days. Bids with shorter validity shall be rejected as being on-responsive.</p> <p>4.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (PROFORMA-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.</p> <p>4.5 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected.</p> <p>4.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>4.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.</p> <p>4.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.</p> <p>4.9 Any Bid containing false statement shall be rejected.</p>			
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	<p>4.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid shall be summarily rejected.</p> <p>4.11 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate.</p> <p>4.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:</p> <ul style="list-style-type: none"> i) Performance Security Clause ii) Taxes Clause iii) Insurance Clause iv) Force Majeure Clause v) Termination Clause vi) Arbitration Clause vii) Liability Clause viii) Withholding Clause ix) Liquidated damages Clause x) Firm price xi) Bid Security Declaration xii) Integrity Pact 			
5.0	<p><u>PRICE EVALUATION CRITERIA:</u></p> <p>The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to bid evaluation criteria shall be considered for further evaluation as per the price evaluation criteria given below:</p> <p>5.1 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.</p> <p>5.2 The contract shall be signed with successful bidder for the required services as per ‘Scope of Work’ of the IFB.</p> <p>5.3 The bidders must quote their rates in the manner as called for vide “Schedule of Rates” under</p>			

Section - IV and the summarized price schedule format vide enclosed **Proforma-B**.

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

5.5 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.

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

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

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

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

5.8 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.			
6.0	<p><u>GENERAL:</u></p> <p>6.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company shall be final and binding on the bidders.</p> <p>6.2 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer shall be summarily rejected.</p> <p>6.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p>			
7.0	<p><u>PURCHASE PREFERENCE CLAUSE:</u></p> <p><u>7.1 PURCHASE PREFERENCE TO MSE BIDDERS:</u> Purchase Preference to Micro and Small Enterprises is applicable for this tender.</p> <p>7.1.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>7.1.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p><u>7.1.3 Documentation required to be submitted by MSEs:</u> Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16th June 2021 issued by</p>			

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 up to the 31st December, 2021.

Bidder claiming the 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 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 Udyog Aadhaar 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 or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

7.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):

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

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

	amendments, if any.			
8.0	<p>AWARD OF CONTRACT: The contract for hiring of the tendered services shall be awarded as below:</p> <p>A. L-1 bidder is a MSE bidder: In case if the L1 bidder is a MSE bidder, the contract shall be awarded to the L1 MSE bidder.</p> <p>B. L-1 Bidder is other than MSE bidder: In case if the L1 bidder is non MSE, then preference shall be given to the lowest eligible MSE bidder falling within the price band of L1+15%. If such MSE bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher MSE bidder within price band of L1+15% and so on.</p> <p>If none of the MSE bidders within price band of L1+15% accept the L1 price, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.</p> <p>Note: In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. Bidder to categorically confirm under which policy i.e. PP-LC or MSE, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.</p>			
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</p>			

	<p>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 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</p>			
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	<p>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 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>➤ 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>➤ 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>➤ Technical Criteria</p> <ul style="list-style-type: none"> • To check Experience Proof- Completion 			
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	<p>Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.</p> <p>➤ 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. <p>Note: If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.</p>			
10.0	<p><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.</p>			

BID FORM

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

Sub: IFB No. CDH9114P22

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

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

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

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

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

Dated this _____ day of _____ 2020/21.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

SUB: OIL's IFB No. CDH9114P22

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against **IFB No. CDH9114P22 for 'Hiring of services for setup of new E&P Databank/Data Management System and Disaster Recovery Centre along with the procurement of hardware and software'**.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL's IFB No. CDH9114P22

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. CDH9114P22 for**
'Hiring of services for setup of new E&P Databank/Data Management System and
Disaster Recovery Centre along with the procurement of hardware and software'
for any commercial/Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall
be signed by a person competent and having the power of attorney (Power of attorney
shall be annexed) to bind such Bidder.

BID SECURITY DECLARATION

(to be submitted on Bidders's letter head)

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

TENDER NO. CDH9114P22

I/We, the undersigned, declare that:

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

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

E-TENDER NO. CDH9114P22

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

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

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

AGREEMENT FORM

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

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

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

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

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 3% of Annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

E-TENDER NO. CDH9114P22

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) 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. CDH9114P22

To,
The GM-Contracts
Contracts Department,
OIL, Duliajan

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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:

**(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 Financial Criteria of BEC/BRC of Tender No. CDH9114P22

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.

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

E-TENDER NO. CDH9114P22

Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO. 1

E-TENDER NO. CDH9114P22

(Signature)
Full name and official address
(in legible letters)
Stamp with Bank

(Signature)
Full name, designation and address
(in legible letters)

WITNESS NO. 2

Attorney as power of Attorney no. _____

Date: _____

(Signature)
Full name and official address (in legible letters)
Stamp

Commercial Checklist to be filled up by the bidder in the excel sheet format uploaded along with tender.

UNDERTAKING TOWARDS SUBMISSION OF PERFORMANCE BANK GUARANTEE

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

We, M/s..... are submitting the Performance Security in favor 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. CDH9114P22

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: _____

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. _____ dated _____ for Hiring of Services for Integrated Drilling Environment Management in Drilling Well Site.

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. _____

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 1	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:

EXHIBIT-I

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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,

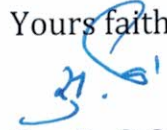
1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

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.

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
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vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
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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

COMMERCIAL CHECK LIST AGAINST TENDER NO. CDH9114P22**Bidder's Name:** _____

This Questionnaire duly filled in should be returned along with each copy of Unpriced 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	Submission of documents towards PP-LC as below:	
	i) Percentage (%) of local content	
	ii) An undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid specifying the LC Percentage	
	iii) 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	
	iv) A copy of Certificate of Incorporation/registration in India	
4	Mention the benefit sought under the Policy	
5	Confirm sbmission of TPI verification certificate	
6	It is noted that nay deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
7	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
8	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
9	EMD Details: Whether Bid Security Declaration submitted	
10	Confirm to submit PBG as per tender requirement	
11	Confirm that the offer shall remain valid for acceptance up to 120 days from the date of opening of bids.	
12	Whether Mobilization and Completion period of contract is complied?	
13	Whether Integrity Pact Submitted (if applicable)?	
14	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	

15	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
16	Confirm acceptance to all terms & conditions of the Tender.	
17	Confirm that all correspondence must be in English Language only.	
18	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

PROFORMA-B								
SCHEDULE OF RATES								
TENDER NO: CDH9114P22								
TENDER DESCRIPTION: Hiring of services for setup of new E&P Databank/Data Management System and Disaster Recovery Centre along with the procurement of hardware and software.								
Name of the Bidder								
Bidder's GST No.								
Select the benefit sought under the policy								
Sl. No	Description of Job/ Item	Unit	Quantity	Rate INR (Per Unit)	Amount INR (Rate x Qty)	SAC/HSN Code	QUOTED GST RATE IN Percentage	TOTAL (A) including GST rate in INR
							Select From Drop Down List	
			A	B	C= A x B		D	E= C + (%age of D on C)
10	Hardware for Primary Data Centre	LSM	1		0.00			0.00
20	Software (including licenses & 3rd party software) for Primary Data Centre	LSM	1		0.00			0.00
30	Installation & Commissioning for Primary Data Center	LSM	1		0.00			0.00
40	Data Migration	LSM	1		0.00			0.00
50	Data Loading	LSM	1		0.00			0.00
60	Data Integration	LSM	1		0.00			0.00
70	Hardware for Disaster Recovery Centre	LSM	1		0.00			0.00
80	Software (including 3rd party software) for Disaster Recovery Centre	LSM	1		0.00			0.00
90	Installation & Commissioning for Disaster Recovery Centre	LSM	1		0.00			0.00
100	AMC for Primary Data Center (To be quoted on per quarter basis).	LSM	20		0.00			0.00
110	AMC for Disaster Recovery Centre (To be quoted on per quarter basis).	LSM	20		0.00		0.00	
TOTAL(T1) (Excluding GST)					0.00	TOTAL (Including GST)		0.00

NOTES	
1	Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification No. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
2	Unless stated otherwise in the bidding documents, the contract shall be for the whole works as described in bidding documents, based on the rates and prices submitted by the bidder and accepted by the employer. The price/rate(s) quoted by the bidders shall be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
3	Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
4	Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including GST(CGST & SGST/UTGST or IGST).
5	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 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.
6	Price Bid without giving any of the details of the taxes [GST] (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
7	0 (Zero) % Input Tax Credit on GST (Goods & Service Tax) is available to OIL & the same shall be considered for the purpose of evaluation.

