



**Report ID:** GEM/GARPTS/11012022/XO0PCPY325C9

**Report Name:** OIL INDIA LIMITED

**Generated By:** Buburaj Brahma , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

**Generated On:** 11/01/2022

**Valid till:** 10/02/2022

### **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: CHARTER HIRE OF WORKOVER RIG PACKAGE**

Search type: Service

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

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



**FORWARDING LETTER**

M/s \_\_\_\_\_  
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\_\_\_\_\_

**Sub: IFB No. CDH9354P22 for 'Charter Hire of 4 Nos. 550 HP (Min.) - 750 HP (Max) Workover Rig Package for 03(three) years in the States of Assam & Arunachal Pradesh'.**

Dear Sirs,

**1.0** OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. 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 Contractors through OIL's e-procurement site for '**Charter Hire of 4 Nos. 550 HP (Min.) - 750 HP (Max) Workover Rig Package for 03(three) years in the States of Assam & Arunachal Pradesh**'. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	IFB No. /E-Tender No.	:	<b>CDH9354P22</b>
b)	Type of Bidding	:	Online Indigenous e-Tender: Single Stage-Two Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	<b>10<sup>th</sup> February 2022 [11:00Hrs (IST)]</b>
e)	Technical Bid Opening Date & Time	:	<b>10<sup>th</sup> February 2022 [14:00Hrs (IST)]</b>
f)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.

g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of General Manager-Contracts Contracts Department, Oil India Limited, Duliajan -786602, Assam, India.
i)	Bid Validity	:	120 (one hundred twenty) days from Bid Closing date
j)	Mobilization Time	:	As defined in the tender
k)	Bid Security Amount	:	<b>Not Applicable</b>
l)	Bid Security Validity	:	<b>Not Applicable</b>
m)	Amount of Performance Security	:	<b>3% of annualized total contract value</b>
n)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
o)	Location of job	:	Assam & Arunachal Pradesh
p)	Duration of the Contract	:	<b>03 (three) years</b> from the date of commencement of Operation with a provision for extension by another one year.
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer <b>Clause No. 30.0</b> of Part-3, Section-I (General Conditions of Contract).
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Bids to be addressed to	:	General Manager-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

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

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

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

**name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

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

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

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

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

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

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

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

## **5.0 IMPORTANT NOTES:**

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

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

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

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

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

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

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. Bidders to note that no price details should be uploaded in "**Technical Attachments**" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "**Notes & Attachments**" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2017 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

Basic Data Questions Technical Attachments Conditions Summary Tracking

Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Chk
The table does not contain any data						

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

### Notes:

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

viii) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B”** 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 1306', 'Status In Process', 'RFx Owner BHARALI', and 'Total Value 0.00 INR'. The 'RFx Information' tab is selected, showing 'Basic Data', 'Questions', and 'Technical Attachment'. Under 'Event Parameters', there are three fields: 'Currency: Indian Rupee' (with a dropdown arrow), 'Detailed Price Information: No Price', and 'Terms of Payment: [ ]'. A red box highlights the 'Total Bid Value' field, which is currently empty. Three blue callout boxes provide instructions: 'Bidder to select the currency of the Response' points to the 'Currency' dropdown; '“Total Bid Value” is mandatory in “No Price”' points to the 'Detailed Price Information' field; and '“Total Bid Value” considering all the' points to the 'Total Bid Value' field.

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

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

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

- 6.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- 6.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 6.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 6.4 The beneficial owner for the purpose of para 6.3 above will be as under:
  - 6.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
- 6.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 6.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 6.4.4 Where no natural person is identified under 6.4.1 or 6.4.2 or 6.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 6.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 6.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.
- 6.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 6.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 6.1 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.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**Sd/-**  
**(B. Brahma)**  
**Sr. Manager – Contracts**  
**For General Manager - Contracts**  
**FOR RESIDENT CHIEF EXECUTIVE**

**PART-1**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**1.0 Eligibility of the bidder:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 Bid Documents:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
  - b) Instructions to Bidders, (Part-1)
  - c) Bid Evaluation Criteria, (Part-2)
  - d) General Conditions of Contract, (Part-3, Section-I)
  - e) Terms of Reference/Technical Specification, (Part-3, Section-II)
  - f) Special Conditions of Contract, (Part-3, Section-III)
  - g) Schedule of Rates, (Part-3, Section-IV)
  - h) Estimated CIF value of items at the time of import, (Proforma-A)
  - i) Price Schedule Format, (Proforma-B)
  - j) Bid Form, (Proforma-C)
  - k) Statement of Non-Compliance, (Proforma-D)
  - l) Bid Security Declaration (Proforma-E)
  - m) Performance Security Form, (Proforma-F)
  - n) Sample Agreement Form (Proforma-G)
  - o) Proforma of Letter of Authority (Proforma-H)
  - p) Authorisation for Attending Bid Opening (Proforma-I)
  - q) Financial Turnover, Net-worth & Working Capital Certificate (Proforma -J)
  - r) Safety Measures (Proforma – K)
  - s) Proforma of Bank Guarantee towards Purchase Preference-Local Content (Proforma –L)
  - t) Integrity Pact (Proforma-M)
  - u) Undertaking of authenticity of information/documents submitted (Proforma-N)
  - v) Certificate of Compliance of Financial Criteria (Proforma-O)
  - w) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-P).
  - x) Undertaking by TPI (Proforma-Q)
  - y) Undertaking for Local Content (Proforma-R)
  - z) Undertaking towards Purchase Preference (Proforma-S)
  - aa) Other Annexures, Appendices, Exhibits & Checklists.
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required

in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

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

### **3.0 Transferability of bid documents:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in 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:
- 5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

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

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

5.3 Documents comprising the bid:

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

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

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

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

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

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

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

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

**6.0 Bid Form:**

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

**7.0 Bid Price:**

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties (except 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 proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**8.0 Currencies of bid and payment:**

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

8.1 DELETED

8.2 DELETED

**9.0 Documents establishing bidder's eligibility and qualifications:**

9.1 These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

**10.0 Bid Security: Not Applicable, however bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-E).**

11.0 DELETED

**12.0 PERIOD OF VALIDITY OF BIDS:**

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

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

**13.0 Signing & submission of bids:**

### 13.1 Signing of bids:

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

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

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

### 13.2 Submission of bids:

The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions 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 Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given

in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to 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) Power of Attorney for signing of the bid digitally.
- c) Any other document required to be submitted in original as per bid document requirement.

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

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

#### **14.0 DELETED**

#### **15.0 Deadline for submission of bids:**

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 15.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.
- 15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the “Forwarding Letter” on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely

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

#### **16.0 Late Bids:**

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

#### **17.0 Modification and withdrawal of bids**

- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment of bidder from participation in future tenders of OIL.

#### **18.0 Extension of bid submission date**

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

#### **19.0 Bid opening and evaluation**

- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

- 19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, ~~the presence of requisite Bid Security~~, and such other details as the Company may consider appropriate.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **20.0 Opening of priced bids**

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

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

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

**21.0 DELETED**

## **22.0 Evaluation and comparison of bids**

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

### **22.1 Discounts / rebates**

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

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

22.2 DELETED

22.3 DELETED

22.4 DELETED

## **23.0 Contacting the company**

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

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

## **24.0 Award of contract**

### **24.1 Award criteria**

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

## **25.0 Company's right to accept or reject any bid**

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

## **26.0 Notification of award**

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

## **27.0 Performance security:**

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

## **28.0 Signing of contract**

- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

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

## **29.0 Credit facility**

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

## **30.0 Mobilisation and advance payment**

- 30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

## **31.0 Integrity pact:**

- 31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-M 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.
- 31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of 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.

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

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

### **32.0 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.

### **33.0 Specifications:**

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

**34.0 Purchase preference policy-linked with Local Content (PP-LC) - notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender.** [copy of the notification is enclosed as **Appendix-I**]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on **Purchase preference**. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

- 34.1 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.
- 34.2 Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as Proforma-L) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

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

**END OF PART-1**

**&&&&**

**PART-2**  
**BID EVALUATION CRITERIA (BEC)**

This tender is floated for entering into service agreement with the eligible bidder(s) for ***“Hiring the services of Chartered Hire Rig(s) for Work over wells to be operated in Assam and Arunachal Pradesh Fields of OIL INDIA LIMITED (OIL)”*** for a period of 3(three) Years with a provision for extension by another 1(one) year at the discretion of OIL. The bidders shall have the option to quote for a minimum of 01 (One) Chartered Hire Rig to a maximum of 02 (Two) Chartered Hire Rigs.

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

2.0 **ELIGIBILITY CRITERIA:**

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. FP20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG (enclosed as Appendix-I)** and any amendment thereof shall be applicable.

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

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

- (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid, stating that the bidder meets the minimum LC requirement (above 20%) and such

undertaking shall become a part of the contract, if awarded (Format enclosed).

- (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- (d) Bidder to submit a copy of their Certificate of Incorporation in India, except for Proprietary/Partnership firms who have to submit Registration certificate.
- (e) Bids without the categoric mention of LC and undertakings as per the clause (b) & (c) and certificate as per (d) will be rejected.

### **3.0 TECHNICAL EVALUATION CRITERIA:**

The Bidder shall have to meet the following criteria:

#### **3.1 Bidder's Experience:**

The bidder shall have the experience on Providing at least 01 (One) no. Charter Hire Drilling / Charter Hire Work-over Rig to any **E&P Company** (Companies involved in Exploration & Production of Oil & Natural Gas) for a period of minimum 01 (One) year duration under a single contract during the last 07 (Seven) years as on the original bid closing date in which Operation & Maintenance (O&M) services are an integral part of the contract.

**Note:** The Bidder(s) shall submit the necessary supporting document(s) conforming to the above clause(s) along with the bid without fail.

#### **3.2 In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain more than 20% local content as mentioned in clause 2.0 above), the following requirements must be satisfied by the Bidder:**

- (a) The leader of the consortium has to satisfy the minimum experience requirement as per clause 3.1 above.
- (b) The leader of the Consortium shall submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, shall accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU)

shall also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium shall submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any.

- (c) Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- (d) The Performance Security shall be in the name of the Leader on behalf of the Consortium.
- (e) The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.
- (f) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- (g) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (h) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member shall accompany the Bid.
- (i) Documents/details pertaining to qualification of the bidder shall be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (j) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. The members of the consortium should not be more than three.

- (k) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.
  - (l) Members of the consortium are not allowed to quote separately/independently against this tender. All such bids received against the tender shall be summarily rejected. Further, all bids from parties with technical support from the same/common Principal shall be rejected.
  - (m) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid against the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
  - (n) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.
  - (o) Borrowing support from parent/supporting company by individual consortium members is not allowed to meet the technical as well as financial evaluation criteria.
- 3.3 In case, the Bidder is an Indian Company/Indian joint venture Company, then the lead bidder should meet the experience criteria as per Clause No. 3.1 above. Also, the Indian Company/Indian Joint Venture Company who does not meet the minimum experience criteria as per clause 3.1 above may also submit the bid on the strength of Technical Collaborator/Joint Venture Partner. However, the Indian company / Indian Joint Venture Company must meet the Financial Criteria under clause 4.1 & 4.2 mentioned under Financial Evaluation Criteria below.
- 3.3.1 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU) with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.
  - 3.3.2 The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as in clause No. 3.1 above. The experience of the Technical Collaborator/Joint Venture with other firm(s) will not be qualified.
  - 3.3.3 Any party, who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected

straightway. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.

**NOTE:** In case the contract is awarded based on the bid submitted as per Clause 3.3 above, in order to meet the commitment from the Technical collaborator / Joint Venture partner, all key personnel including the rank of Driller and above shall be from the pay roll of the Technical collaborator / Joint Venture partner for the full duration of the project.

### 3.4 **WORKOVER RIG:**

#### 3.4.1 The bidder shall offer the Workover Rig(s) conforming to the following:

- (i) The bidder is required to offer the Workover Rig(s) identified by him/ her at the time of submission of bid with documentary proof for this tender.
- (ii) In case the bidder(s) is/ are the owner of the offered Workover Rig(s), a certificate issued by the owner/ CEO or equivalent authority of the bidder's organization confirming availability of the Workover Rig(s) for deployment under this tender shall be furnished along with the bid.
- (iii) The bidder who does not own any Workover Rig(s), may also bid with leased Workover Rig(s). However, sub-leased Workover Rig(s) shall not be accepted. Such bid(s) is required to be submitted with Memorandum of Understanding (MOU)/ Agreement of lease document of Workover Rig(s). The MOU/ Agreement of lease shall be concluded with the Workover Rig(s) owner. The period of the MOU/Agreement shall have to be valid at least throughout the validity of the bid with a specific stipulation that in the event of award of contract by OIL, the MOU/Agreement shall be kept valid for the entire period of contract including any extension thereof.
- (iv) The bidder who does not own any Workover Rig(s) may also bid with proposed purchase of used Workover Rig(s). In case of proposed purchase of the used Workover Rig(s) the purchase document shall be issued by the previous owner of the Workover Rig. The documentary proof of ownership of the Rig(s) shall be in the form of Registration Certificate (RC) of the Rig(s) reflecting the name of the bidder.
- (v) The horsepower rating of the Workover Rig(s) offered should be in the range of **550 HP (Minimum) to 750 HP (Maximum)**. Further, the Workover Rig(s) offered should have self-elevating mast and sub-structure as per API standards. The details of the Workover Rig(s) are given in Terms of Reference and Technical Specification **Part-3: Section-II** of the Bid Document. Bidder(s) must confirm compliance of the same and shall submit documentary evidence like invoice/ RC.

- (vi) The bidder who does not own any Workover Rig(s) may also bid with proposed purchase of brand-new Workover Rig(s). In this case, the bidder should submit a certificate in original from the OEM certifying the current status of the purchase order and the committed date of readiness of the complete Workover Rig package(s) for shipment after due inspection at OEM's end. This certificate shall be submitted along with the technical bid. Bidder(s) failing to provide the certificate will not be considered for price bid opening.
- (vii) The bidder shall submit the lay-out drawing of the offered Workover Rig(s) in the Technical bid along with the confirmation that foundation design and detailed working drawing and Load Bearing Diagram would be submitted within 30 (Thirty) days from the date of issue of Letter of Award.
- (viii) The bidder(s) shall confirm to provide 1(One) or 2 (Two) complete Workover Rig(s) packages as specified under Section-II of the bidding document.
- (ix) The vintage of the Workover Rig(s) including the accessories and equipment offered should not be older than 15(Fifteen) years from the original bid closing date.
- (x) The offered vintage Workover Rig(s) shall have a minimum Residual life of 7 (Seven) years as on the original bid closing date. The bidder shall submit a certificate in original from any one of the following Third Party Inspection (TPI) agency as per **Form-1 (Annexure-I) for new Rig & Form-2 (Annexure-II) for used Rig** of the tender document along with technical bid:
  - (a) M/s Bureau Veritas
  - (b) M/s Det Norske Veritas
  - (c) M/s Lloyd's
  - (d) M/s Oil Field Audit Services
  - (e) M/s ABS.

**Note:** Bidder(s) failing to provide the certificate without necessary endorsement such as sign, seal etc. of the TPI agency as required above shall be rejected and will not be considered for price bid opening/award of contract. The certificate should clearly indicate and confirm the following without any ambiguity:

- (a) Name and address of the owner of the Workover Rig(s).
- (b) Confirmation that the Workover Rig(s) package meets the technical specification as laid down at Part-3: Section-II of the Tender Document.

- (c) Make, Model, Capacity/Rating, month & year of manufacture, Registration certificate (RC), if any, and residual life as inspected and certified by the Third Party Inspection agency for each of the component as well as for the overall Workover Rig units.

#### 3.4.2 **Identification of Workover Rig(s):**

- (i) Bidder bidding for 1(One) Workover Rig shall identify maximum up to 02 (two) rigs and bidder bidding for 2(Two) Workover Rigs shall identify maximum up to 4(Four) Workover Rigs which they feel best suitable providing complete technical details for evaluation along with copy of MOU/Agreement / purchase document as applicable. The successful bidder shall have to mobilize from the identified Workover Rig(s) only which is/ are found acceptable to OIL in the event of award of contract.
- (ii) Bid(s) with identified Workover Rig(s) but with the condition “subject to availability” may also be considered for evaluation. However, the bidder(s) shall have to confirm the unconditional availability of their offered/ identified Workover Rig(s) at most one day prior to price bid opening. The date of price bid opening will be intimated to the bidder in due course. Bidder(s) who fail to confirm unconditional availability of Workover Rig(s) one day prior to price bid opening shall not be considered for price bid opening/ award of contract.
- (iii) The bidder shall not be allowed to substitute the Workover Rig(s) once offered/ identified in their bid. The bidder can mobilize the Workover Rig(s) that is/are found techno-commercially acceptable by OIL. However, the bidder(s) shall have to notify the particular identified Workover Rig(s) planned to mobilize within 15 days from the date of issue of Letter of Award (LOA).

**Note:** OIL reserves the right for physical inspection of the Workover Rig(s) package at Contractor’s site at any time during finalization of the Contract/ prior to mobilization of the Workover Rig(s) on its own or through any Third Party Inspection Agency.

#### 3.5 **Mobilization Period:** Bidder must confirm to mobilize the Workover Rig within **120 (One Hundred and Twenty) days** from the date of issuance of Letter of Award (LOA). **Offers indicating mobilization time more than 120 (One Hundred and Twenty) days from the date of issuance of LOA will be rejected. Bidders are advised to indicate the best mobilization schedule in their bid.**

#### 3.6 Bidder shall confirm to provide complete Workover rig package together and carry out entire jobs as per Scope of Work, Terms of Reference and Technical Specifications elaborated in the Tender Document and shall not sublet the main Work over services against the contract, if awarded.

4.0 **FINANCIAL EVALUATION CRITERIA:**

4.1 The bidder must have **annual financial turnover** as below in any of the preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports:

**(i) Minimum Rs. 4.14 Crores for bidders quoting for 1(one) Rig.**

**(ii) Minimum Rs. 8.28 Crores for bidders quoting for 2(two) Rigs.**

4.1.2 In case of Consortium of companies, at least one of the member of the Consortium shall have an annual financial turnover as stated above under clause 4.1 (as per the quoted no. of Rigs) in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date. The other member(s) of the Consortium shall have an annual financial turnover of minimum 50% of the annual financial turnover as stated above under clause 4.1 (as per the quoted no. of Rigs) in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

4.2 The **Net Worth** of bidder must be positive for the accounting year preceding the original bid closing date.

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

4.2.1 If the bid is from a Consortium of companies/Unincorporated JV, then the net worth of all the consortium members/JV partners individually should be positive for the accounting year preceding the original bid closing date.

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

**Notes to 4.0 (Financial Evaluation Criteria):**

- (i) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:
  - (a) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma-J**. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1st February, 2019.

OR

- (b) Audited Balance Sheet along with Profit & Loss account.
- (ii) 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.
  - (iii) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

5.0 **DOCUMENTS:**

Bidders shall have to furnish documentary evidence with the specific chapters, separated by dividers, in the same order as set out here under (i) to (viii) in support of fulfilling all the requirements along with their un-priced techno-commercial Bids.

- (i) **Rig offered:** Documents relating to Workover rig package already in possession or proposed to own/lease along with the proof of vintage (i.e. copy of purchase order and B/L or invoice or any other documentary evidence that can substantiate the date of satisfactory execution of purchase order), description and complete technical specifications etc.

- (ii) **Experience of bidder:** Statement to be furnished by the bidder in a tabular form along with copies of contracts/work-orders along with completion certificates/ certificates of payment issued by the clients.
- (iii) **Financial Turnover of Bidder:** Copy of audited Balance Sheets/ Profit and Loss Accounts etc. for the last three (3) accounting years or CA certificate as mentioned in Note (i) to Financial Evaluation Criteria.
- (iv) MOU or legally acceptable documents in support of consortium arrangements/technical collaboration/joint venture arrangements, if any.
- (v) Residual life of the rig(s) offered as per para 3.4.1 (x) above.
- (vi) Contractor's general structure and organization, including the branch office/sub-division dedicated to specific activities related to the execution of the contract.
- (vii) Details of bidder's Health, Safety and Environmental Management Policy Manual together with a copy of Safe Operating Practices (SOP) of all rig operations.
- (viii) **Resume/CV of Personnel:** Resume/CVs of key personnel to be involved in the services along with copies of certificates in regard to their education qualification, work experience & IWCF etc. should be furnished as per bio-data format at least two months prior to completion of mobilization. Bidder must confirm the same in un-priced Techno-commercial bid.

**Notes:**

1. Bid without the above listed documents or information shall be rejected.
2. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.
3. All Certificates and documentary evidence required to be submitted in support of Para 2.0, 3.0 and 4.0 above should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English, duly authenticated by local chamber of Commerce of bidder's

/ Technical Collaborator's /Consortium partner's/ Joint Venture partner's country, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

4. All the documents submitted towards compliance of BEC should be verified and certified by TPI as per Clause No. 8.6 below.

6.0 **COMMERCIAL EVALUATION CRITERIA:**

- 6.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per **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.
- 6.2 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.
- 6.3 Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.
- 6.4 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" (**Proforma-E**) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or to submit a performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- 6.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 6.6 Bids submitted after the Bid Closing Date and Time will be rejected.
- 6.7 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 6.8 Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

- 6.9 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 6.10 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 6.11 Any Bid containing false statement will be rejected.
- 6.12 Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India.
- 6.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.
- 6.14 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
- (i) Bid Security Clause
  - (ii) Performance Guarantee Clause
  - (iii) Force Majeure Clause
  - (iv) Tax Liabilities Clause
  - (v) Arbitration Clause
  - (vi) Acceptance of Jurisdiction and Applicable Law
  - (vii) Liquidated damage and penalty clause
  - (viii) Safety & Labour Law
  - (ix) Termination Clause
  - (x) Integrity Pact
- 6.15 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

7.0 **PRICE BID EVALUATION:**

Qualified Bids and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive

after subjecting to Bid Evaluation Criteria mentioned above shall be considered for Price evaluation as per the Evaluation Criteria given below:

- 7.1 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Section-IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 7.2 In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.
- 7.3 **Priced Bids shall be evaluated taking into account the Price quoted as per Proforma-B including quoted GST.**
- 7.4 Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.
- 7.5 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 7.6 Bidder shall quote same rates for all the Rigs quoted by them. Bidders quoting different rates (either total or individual item rate) would be rejected.
- 7.7 Price Evaluation of the qualified bids will be done on the basis of rates quoted by the bidder as per PROFORMA-B. However, bidders must comply with the limits indicated against each of the following rates:
  - (a) Payment towards **mobilization charges** for each rig package should not exceed 7.5% (seven and half percent) of 50% of the estimated total Contract value for each Rig for three (3) years operation. However, mobilization charges if quoted in excess of 7.5 % of 50% of the estimated total contract cost, the excess amount shall be paid at the end of the contract.
  - (b) Payment towards **Standby Day Rate** shall be 70% (Seventy percent) of the Operating Day Rate.
  - (c) Payment towards **Rig Repair Day Rate** and **Stack Day Rate** each shall be 60% (Sixty percent) of Operating Day Rate.
  - (d) Payment towards **Force Majeure Day Rate** shall be 50% (fifty percent) of Operating Day Rate.

- (e) **Demobilization Charges** for each rig package should not be less than 2% (two percent) of the estimated total Contract value per Rig for three (3) years operation. In case de-mobilization charges is quoted less than 2%, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.

7.8 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Priced Bids shall be evaluated taking into account the rates quoted by the bidders in the PRICE BID FORMAT (**Proforma-B**) by taking into account the summation of the following:

**TOTAL ESTIMATED CONTRACT COST FOR 1 RIG FOR 3 YEARS CONTRACT DURATION (including GST and all other Taxes & Duties except Basic Customs Duty):**

$$\text{TCROG} = \text{TCRO} + \text{GST} = \text{TM} + \text{TD} + \text{TOC} + \text{TLA} + \text{TLB} + \text{TLC} + \text{TCS} + \text{GST}$$

Where,

- a. Total Mobilization Charge for 1 rig,  $\text{TM} = \text{M} \times 1$
- b. Total Demobilization Charge for 1 rig,  $\text{TD} = \text{D} \times 1$
- c. Total Operating Day rate for 1 rig,  $\text{TOC} = \text{OC} \times 960 \text{ days}$
- d. Total Inter-Location movement Charges for 1 rig,  $\text{TLA} = \text{LA} \times 21$  (No. of ILM within a distance of 50 KMs)
- e. Total Inter-Location Movement Charges for 1 rig on kilometerage basis for movement in excess of 50 KM,  $\text{TLB} = \text{LB} \times 600$
- f. Total Inter-Location Movement Charge (Cluster Location) for 1 rig,  $\text{TLC} = \text{LC} \times 03$  (No. of ILM for Cluster Location)
- g. Total Catering Charge,  $\text{TCS} = \text{CS} \times 3000$  (no. of catering charge per person per day)

Where,

M = Lumpsum amount for each rig mobilization along with equipment and services as per **Section-II**

D = Lumpsum amount for each rig demobilization along with equipment and services as per **Section-II**

OC = Operating Charges per day per Rig

LA = Charges per ILM (within 50 KM)

LB = Charges in excess of 50 KM

LC = Charges per ILM for Cluster Location

CS = Catering Charge per person per day

**NOTE: The above items are defined in Schedule of Rates/Price bid format.**

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

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

**Note:** The Bidder has to re-export the rigs after completion of the contract in case of imported rigs. The bidder will be fully responsible to pay the customs duty in case the rigs are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letter for availing concessional customs duty for import of goods.

**7.10 Awarding Methodology:**

Bids will be evaluated considering 01 (One) No. of Rig for 03(Three) years of operation. Total 04(four) numbers of workover rigs will be hired against this tender. However, offer for the workover rigs shall be made for 01/02 rigs (number of rigs for which the bidder qualifies or rigs left to be offered, whichever is lower) in order of ranking (lowest bidder to highest bidder) subject to matching the price to L-1 value, in case the offeree is not L-1 bidder. A timeframe of 15 days will be provided for matching the rate and in the event of non-acceptance or non-response within the allotted 15 days, the same will be offered to the next eligible bidder.

Matching of price shall be done as below:

- (i) If Operating Day Rate is higher, it will be reduced to L-1 rate and rates for balance items will be proportionately reduced to match the total L-1 quoted value. However, in case the 'Total Quoted Value' is found to be lower after matching the ODR as stated above, then ODR shall be reduced in such a way so as to match the 'Total Quoted Value' with the L-1 price.
- (ii) If ODR rate is lower, reduction in rates will be done for only balance items by proportionately reducing their rates to match the L-1 quoted value.

**Note: Purchase Preference shall be applied for award/offer of rigs to MSE Bidders (who falls within the Price Band on L1+15%) & Class-I LC Supplier/Service Provider as per PP-LC Policy (who fall within the Price Band of L1+20%) in the following order:**

- (i) **Preference shall be given to eligible MSE Bidder(s) falling within the Price Band of L1+15% over other bidders, in order of ranking (lowest bidder to highest bidder).**
- (ii) **After offering/awarding to eligible MSE Bidders, preference shall be given to the Class-I LC Supplier/Service Provider falling within the Price Band of L1+20% for the remaining rigs (if any) in order of ranking (lowest bidder to highest bidder), subject to following conditions:**

**If the eligible Class-I LC Supplier/Service Provider qualifies for offer/award based on Purchase Preference, only one rig will be offered/awarded. However, if the Class-I LC Supplier/Service Provider qualifies for offer/award without subjecting to Purchase Preference, offer will be made for number of rigs (01/02) for which they qualify or rigs left to be offered, whichever is lower.**

**Once, an offer has been accepted by eligible Class-I LC Supplier/Service Provider subjecting to purchase preference, Purchase Preference under PP-LC shall not be applied further.**

**8.0 GENERAL NOTES:**

- 8.1 In case bidder takes exception to any clause of Bid Document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.
- 8.2 To ascertain the substantial responsiveness of the Bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 8.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.
- 8.4 **SUBMISSION OF FORGED DOCUMENTS:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's

website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-N**.

8.5 **PURCHASE PREFERENCE:**

8.5.1 **PURCHASE PREFERENCE CLAUSE for MSME:**

8.5.1.1 Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16<sup>th</sup> June, 2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.

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

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

8.5.1.4 **DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:**

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

- i. Udyam Registration Number with Udyam Registration Certificate.

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

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

bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.

**8.5.2 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.** [copy of the **notification is enclosed as Appendix-I**]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on **Purchase preference**. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

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

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

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

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

8.5.2.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy.

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

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

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

	M/s. Bureau Veritas (India) Private Limited	udit.chopra@bureauveritas.com vishal.sapale@bureauveritas.com dinesh.sukhramani@bureauveritas.com p.sridhar@bureauveritas.com hariprasad.jhawar@bureauveritas.com amit.shaw@bureauveritas.com business.support@bureauveritas.com labhanshu.sharma@bureauveritas.com pramodkumar.yadav@bureauveritas.com sonal.lad@bureauveritas.com bvindia.corporate@in.bureauveritas.com
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- 8.6.2 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 will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.
- 8.6.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.
- 8.6.4 The methodology of inspection/verification of documents is broadly as under but not limited to:

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

**i. General Requirement:**

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

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

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

**iii. Technical Criteria:**

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

**iv. Financial Criteria:**

- Check and verify Audited Balance Sheet/CA certificate

- To check the Line of Credit, if incorporated in the tender.

**Notes:**

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

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

**END OF PART-2**

**&&&&**

**Part-3**  
**SECTION-I**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1.0 APPLICABILITY, DEFINITION & INTERPRETATION**

**1.1 Applicability**

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

**1.2 Definition & Interpretation**

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

**1.2.1 COMPANY/OIL/Operator:**

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

**1.2.2 CONTRACTOR:**

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

**1.2.3 Contract:**

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

**1.2.4 Site:**

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

**1.2.5 COMPANY's Site Representative/Engineer:**

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

**1.2.6 Sub-Contract:**

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on

third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

**1.2.7 Sub-Contractor:**

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

**1.2.8 Contractor's Representative:**

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

**1.2.9 Contract Price/Value:**

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

**1.2.10 Firm price:**

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

**1.2.11 Service/Works/Operations:**

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

**1.2.12 Equipment/Materials/Goods:**

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

**1.2.13 Drawings:**

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

**1.2.14 Specifications:**

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided

under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

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

**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

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

**1.2.19 Day:**

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

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

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

**1.2.23 Bid/offer:**

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

**1.2.24 Guarantee:**

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

**1.2.25 Mobilization:**

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

**1.2.26 De-mobilization:**

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

**1.2.27 Wilful Misconduct:**

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

**1.2.28 Gross Negligence:**

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

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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

## **2.0 CONTRACT DOCUMENT:**

**2.0 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.

**2.1 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.

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

## **3.0 WAIVERS AND AMENDMENTS:**

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

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

## **4.0 CONTRACT TIMELINE:**

### **4.1 Effective Date of Contract:**

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

**4.2 Date of Commencement of Operation:**

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

**4.3 Duration of the contract:**

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

**5.0 SCOPE OF WORK/CONTRACT:**

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

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

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

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

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

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

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

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

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

**7.0 GENERAL OBLIGATION OF COMPANY:**

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

- 7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3** Perform all other obligations required of COMPANY by the terms of this contract.

**8.0 DUTIES AND POWER/AUTHORITY:**

**8.1 OIL's site representative/engineer:**

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

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) 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.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

**8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.

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

**9.0 Personnel to be deployed by contractor:**

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from 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-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL

INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

**10.2** 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

**10.3** In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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.

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

**10.4** 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.

**10.5** 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.

**10.6** 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.

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

**10.8** 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.

- 10.9** 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 of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

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

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

**11.0 SIGNING OF CONTRACT:**

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

**12.0 CLAIMS, TAXES & DUTIES:**

**12.1 Claims:**

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

**12.2 Notice of claims:**

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

**12.3 Taxes:**

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

- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

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

## **12.4 Goods and Services Tax:**

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

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

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

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

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

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

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

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

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

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

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for

procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

## **12.5 Anti-profiteering clause**

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

## **13.0 CUSTOMS DUTY, IF APPLICABLE:**

- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

## **14.0 INSURANCE:**

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

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

the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

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

**14.2** 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.

**14.3** 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.

**14.4 Certificate of Insurance:**

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

- i) Kinds and amounts of insurance as required herein
- ii) Details of coverage
- iii) Insurance corporation or companies carrying the aforesaid coverage
- iv) Effective and expiry dates of policies
- v) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- vi) Waiver of subrogation endorsement has been attached to all policies and
- vii) The territorial limits of all policies.

**14.5** 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.

**14.6** 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.

**14.7** Contractor on demand from Company shall furnish the Insurance Policy

having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

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

**14.8 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)".

**14.9 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".

**14.10 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.

**14.11 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.

**14.12 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”.

**14.13 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.

**14.14** 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.

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

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of all CONTRACTOR’s items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (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:**

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

**15.1** 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.

**15.2** 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.

**15.3** 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.

- 15.4** 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.
- 15.5** 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.
- 15.6** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.7** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

## **16.0 LIMITATION OF LIABILITY:**

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

## **17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

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

## **18.0 CONSEQUENTIAL DAMAGE:**

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

## **19.0 RISK PURCHASE:**

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

## **20.0 INDEMNITY AGREEMENT:**

**20.0** 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.

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

## **21.0 INDEMNITY APPLICATION:**

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

## **22.0 ROYALTY PATENTS:**

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

## **23.0 WARRANTY AND REMEDY OF DEFECTS:**

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

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

## **24.0 SUBCONTRACTING/ASSIGNMENT:**

**24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However,

CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

- 24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

**25.0 RECORDS, REPORTS AND INSPECTION:**

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

**26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
  - b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.
- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

## **27.0 REMUNERATION AND TERMS OF PAYMENT:**

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

- 27.2. Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3. MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4. Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5. INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6. CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7. CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8. Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9. COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount maybe withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10. The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11. Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.

- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

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

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

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

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.**

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

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

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

- (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.
- (ii) 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 MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for

extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### **31.0 FORCE MAJEURE:**

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

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

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

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the

life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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

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

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

### **32.0 SET-OFF:**

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

### **33.0 WITHHOLDING:**

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.

- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
  - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

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

**34.0 APPLICABLE LAWS:**

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

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

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 2017
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

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

### **35.0 LABOUR LAWS:**

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

- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

### **36.0 STATUTORY REQUIREMENTS:**

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

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

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

### **38.0 POLLUTION AND CONTAMINATION:**

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

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

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or

- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

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

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

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

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

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

#### **40.0 SEVERABILITY:**

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

#### **41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**

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

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

## **42.0 SETTLEMENT OF DISPUTES:**

### **42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):**

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL

Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.
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5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

#### **42.4 Resolution of disputes through conciliation by OEC**

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

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

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement

agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

#### **42.5 Exclusions**

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

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

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

#### **43.0 COMPLETION OF CONTRACT:**

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

#### **44.0 TERMINATION:**

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

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

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

**44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or

liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

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

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

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

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

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

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

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

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

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

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

**45.0 TO DETERMINE THE CONTRACT:**

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

**46.0 WITHOUT DETERMINING THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost

at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

#### **47.0 ERRING/DEFAULTING AGENCIES:**

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

#### **48.0 MISCELLANEOUS PROVISIONS:**

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

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

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

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

**END OF SECTION-I**

### **Part-3**

#### **SECTION-II**

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

- 1.0 INTRODUCTION:** This section establishes the scope and describes the specifications, instructions, standards and other documents including the specifications for any tools or equipment, which the bidder shall satisfy or adhere to in the performance of the work.
- 2.0 DEFINITION OF WORK:** To provide 04 (four) numbers of mobile Work-over rigs with associated equipment / tools & services on hiring for an initial period of 03 (three) years or till the completion/ abandonment of last well (with a provision for extension of one year) at the same rates, terms and conditions. The rig provided by the contractor will be utilized by Oil India Ltd. for work-over operations either straight vertical holes or planned deviated holes Well depths are expected to be in the depth range of 2500 - 6000 metres. Depths of the wells, where operations are to be carried out, may somewhat increase or decrease at the discretion of the company within the rated capacity of the rig.
- 2.1 WORKOVER JOBS INCLUDING BUT NOT LIMITED TO THE FOLLOWING JOBS:**
- a) Re-completion of well with/without Gas Lift valves, packer, with/ without electrical submersible pumps and sucker rod pumps.
  - b) Fishing operations e.g. fishing of swabbing tools, logging tools, tubing, drill pipe, packers, piano wire, scrappers etc. and re-completion of well.
  - c) Extension of perforation/re-perforation with/without plugging back and subsequent operation to bring the well into production.
  - d) Isolation of zones by setting cement plug/ packers and repairs.
  - e) Stimulation - acidization, hydro-fracturing proppant
  - f) Sand control using gravel packing/ screens consolidated pack
  - g) Sand/cement cleaning and re-completion of wells.
  - h) Milling operations e.g. milling of packers, bottom hole junks, bridge plug, cement retainer and metallic obstructions.
  - i) Water shut off job e.g. squeezing cement, sodium ortho-silicate polymer solution or any other technique.
  - j) Drilling of cement plug
  - k) Surfactant jobs
  - l) Other allied miscellaneous work over jobs as may be decided by the company.
  - m) Well enlivening by application of natural gas/Nitrogen/Coiled Tubing Unit along with nitrogen. [gas input gas, Nitrogen/Coiled Tubing Unit will be provided by OIL].To collect WHTC and master samples in suitable containers during well activation operation and deposit the same at WC&I Section after completion of day's operation on daily basis.

- n) Evacuation of Production Tank and loading to Bowsers [Bowser will be provided by OIL].
- 2.2 GUIDELINES:** Recommended safe procedures & guidelines should be followed while carrying out work over & well stimulation operation. [OISD-182]. The bidder shall confirm to comply with the applicable & prevailing provisions of MoEF, DGMS, Mines Act 1952, Oil Mines Regulation 2017, OISD Guidelines and 10<sup>th</sup> conference recommendation of Safety in Mines.
- 3.0 AREA OF OPERATION:**
- 3.1** The area of the operation as planned is in Assam & Arunachal Pradesh.
- 3.2** The following information is for general guidelines to the bidders:
- (a) Minimum width of the well site approach road: 3.66 m
  - (b) Turning Radius: 15 m (Generally), 12 m (exceptionally)
  - (c) Maximum allowable unit load inclusive of fare weight for Class AA loading: 50 tones
  - (d) Maximum overhead clearance: 4.25 m.
  - (e) Highest recorded wind velocity in Assam 80km/hour (60 MPH).
  - (f) Max. Recorded ambient temp: 40° Celcius
  - (g) Min. recorded ambient temp: 8° Celcius
  - (h) Weather Pattern Frequent rains from March to September and occasional during the remaining period.
  - (i) Nature of top soil usually Clay/Alluvium/ Unconsolidated.
  - (j) Source of water: Through shallow bore wells. In rare cases, where water cannot be drawn from bore wells, water is to be drawn from nearby rivers, pond or water body etc. nearer to the well site.
  - (k) Average annual rainfall: 250 / 300 cm.
  - (l) Humidity: Max. 98%.
  - (m) Allowable axle load rating of weakest section of road: 2 Tons/Sqm
- 4.0 SCOPE OF SERVICE:** The successful bidder shall provide rig package along with all necessary equipment as listed to carryout Work-over operations in accordance with the completion programme. Apart from this, the successful bidder shall also provide spares for the entire rig package with operating crew at all time for uninterrupted progress of work and make available all items mentioned herein ready for use.
- 5.0 PRESENCE OF CO<sub>2</sub> & H<sub>2</sub>S:** Presence of CO<sub>2</sub> in minor amounts is expected in the wells. The wells are expected to be H<sub>2</sub>S free. Accordingly, the equipment/ tools etc. to be offered by the Contractor shall be for generally H<sub>2</sub>S free environment.
- 6.0 TECHNICAL SPECIFICATION OF RIG PACKAGE TO BE OFFERED BY BIDDER:** The successful bidder shall mobilize all necessary equipment and tools for successful and economic completion of the Work-over operation. The

necessary technical details & literature of the Rig, tools and equipment such as Engine, Pump, transmission, Reduction box, Torque Converter etc. are to be submitted along with the technical bid.

**7.0 SPECIFICATIONS OF WORKOVER RIG AND ALL THE EQUIPMENTS/ ACCESSORIES TO BE PROVIDED ALONG WITH EACH RIG:**

**7.1 SELF-PROPELLED 550HP [min] - 750 HP (Max) MOBILE WORK-OVER RIG** complete with the following:

**(a) DRAW WORKS:**

- i) Min. Input horsepower rating: 550 hp (410 kW).
- ii) Nominal depth rating: 6096 m (20000 ft) with 2.7/8" OD EUE Tubing 3048m (10000ft) with 3.1/2"OD drill pipe
- iii) Hoisting capacity: 138 tons (125 MT or Tonnes).
- iv) HYDROMATIC BRAKE: Water-cooled Hydromatic brake or equivalent, driven by a suitable twin-disc clutch (any make) with independent oil bath chain case to serve as assist brake, with suitable capacity water tank, valves and piping installed on the carrier. Disc brake [shaft mounted] in lieu of hydromatic shall also be acceptable.
- v) TWIN STOP DEVICE (CROWN & FLOOR SAVER): One (1) pneumatically or electronically activated or equivalent Twin-stop Device: Crown Saver to prevent collision between traveling block assembly and the crown block assembly, Floor Saver to prevent collision between the traveling block assembly and the drill floor

**(b) DRILLER'S CONSOLE:** The following instruments should be provided as noted below:

- i) Weight Indicator, Martin Decker or equivalent make with suitable sensor. Should be complete with 6 lines & 8 lines dials for 1" or 1.1/8" [Calibration certificate shall be provided].
- ii) Mud pressure gauges 0-10,000/ 0-6,000 psi. The mud pressure gauge system should have one (1) gauge for standpipe and one (1) for annulus pressure.
- iii) Suitable recorder for recording hook load.
- iv) SPM indicator for mud pump at driller's console

**Note:**

1. Rig instrumentation should be suitable for Hazardous area as per OMR-2017.  
(For electric and electronic instrument should be as per OMR 2017 and amend time to time).
2. Pressurized type driller's console shall be used in the rig. Air purging system should be provided for the above. Otherwise, all electrical equipment used inside Driller's console (if applicable) shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN: 60079 standard. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110]

**(c) MAST:**

- i) Two-section Telescoping Mast manufactured & monogrammed per API Spec 4F, with hydraulic mast tilting & extending systems and automatic locking device to lock the mast into its fully extended operating position.
- ii) Crown block assembly should be complete with sheaves for cat-line, sand-line, sheave units for rig tongs, power tong/pipe spinner.
- iii) Clear height (below crown) from the ground: 108-112 feet [Approx.]. 104-124 feet may also be agreed. However, the height should be sufficient enough to handle range-2 tubing.
- iv) Static hook load capacity: Min 250,000 lbs with 8 lines strung.
- v) Wind load resistance with full set back: Minimum 40 mph (64kmph) without guy lines.
- vi) Minimum 150 Ton (136 Tonnes) capacity Crown Block Assembly with adequate no. of sheaves for stringing up 8 lines.
- vii) Mast load & wind guy lines.
- viii) Sheaves for catline, sandline, sheave units for rig tongs, power tong / pipe spinner.
- ix) The mast shall be provided with telescopic lightening arrestor. The lightening arrestor shall be grounded with continuous cable at two separate & distinct points.

- x) All Light fittings & junction boxes used in the rig mast shall be FLP (Ex-d) type. The light fittings shall be energy efficient, preferably LED type.
- xi) The voltage for electric light fittings inside the mine shall not exceed 250V (between phases) if neutral is connected to earth. [Ref: CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.102 (ii)(b)].
- xii) Aviation Lights: Two (02) numbers FLP 4(Ex-d) type night aviation warning lights are to be fitted at the top of the mast. These lights shall be operational at all times from the moment the mast is raised and till the mast is finally lowered irrespective of well operation. As per IAF requirements, specifications for the above lights are –  
Colour of light: Red (Fixed), Light intensity: 10cd.

Additionally, one daylight flasher type aviation warning light is to be fitted at the top of the mast in addition to red aviation warning lights. This light is to be used during day time when the Work over location is situated within flying zone near IAF airfields. As per IAF requirements, specifications for the above light are –

Colour of light: White (Flashing), Light intensity: 20000cd, Flashes per minute: 20-60 flashes per minute.

**(d) SUB-STRUCTURE:** Substructure assembly with provisions for mounting 17.1/2"/20.1/2" Rotary Table, manufactured & monogrammed per API Spec 4F.

- i) Floor height adjustable from 10 ft to 14 ft. Fixed heights of 14 ft also acceptable.
- ii) Minimum clear height under Rotary beams: 7 ft (When adjusted at 10 ft height).
- iii) Static Rotary Capacity: 138 tons (276000 lbs).
- iv) Pipe Setback Capacity: 70 tons (140000 lbs).
- v) Combined Static Rotary & Setback Capacity: 416000 lbs.
- vi) Work Floor Dimensions: Min. 15 ft x 15 ft

**(e) TRAVELLING BLOCK AND HOOK:** 138 tons to 187 tons (125 MT to 170 MT) capacities unitized travelling block & hook assembly with 4 sheaves.

- (f) **ROTARY DRIVE:** Rotary drive, for driving 17.1/2" / 20.1/2" Rotary Table by means of suitable pneumatic clutch drive or equivalent from the rotary counter shaft, sprocket for rotary table and with provision for reverse rotation.
- (g) **SERVICE WINCH:** Hydraulic winch with wire line, tail chain, control valve & hoses installed having bare drum line pull capacity of 5000lbs.
- (h) **HYDRAULIC SYSTEM:** Suitable for heavy duty power tubing tong, raising & lowering the mast, and hydraulic winch. May be single or double, hydraulic pumps of suitable capacity, completed with necessary hydraulic circuit and accessories. The system should be capable of operating properly the Telescopic Rams of the Rig for rigging up or down the mast, the hydraulic motor to operate the winch and hydraulic subs. Preferably, the hydraulic pumps should be driven by the PTOs fitted with the Transmission.
- (i) **ROTARY TABLE:** Rotary Table with 17.1/2" / 20.1/2" opening complete with master bushings with a static load rating of min 250 tons.
- (j) **ROTARY SWIVEL:** Swivel having dead load rating of 150-200 T with 5000 PSI working pressure and complete with bail bumper support, goose neck connection to rotary hose etc. Swivel pin connection should be 3.1/2" / 4.1/2" API regular left hand with matching cross-over.
- (k) **ELEVATOR LINKS:** 150 T Welds less elevator links. The links should be compatible to Travelling block & Hook. One set of extra-long link for 2 Rigs (preferably 12 ft -15ft) shall have to be provided by the Contractor for some special operation.
- (l) **ROTARY HOSE:** Rotary hose of 2" / 3" ID, 5000 psi working pressure, 50 ft long, conforming to API Spec. 7K with safety clamps at both ends & necessary fittings for connection to standpipe & swivel goose neck
- (m) **ROTARY KELLY:** Suitable Square/ Hexagonal Kelly compatible to rotary table with Kelly scabbard and matching Kelly bushing capable to work inside 5.1/2" & 7" casing.
- (n) **RIG ENGINE:** May be single or double, diesel engine with enclosure(s) capable of transmitting minimum Brake horse power of 540 HP on intermittent duty in total to the draw Works. While calculating HP of the engine (s), the entire load for accessories drive and transmission & other losses shall be taken into account. If twin engines are supplied both the engines or either of the two engines should be capable of transmitting power either to Draw Works depending on load requirement or for road drive.

**Note:** Statutory requirement for SAFETY:

- (i) All the rotating parts, Belts etc. should be well guarded.

- (ii) Engine(s) should be equipped with "Emergency Kill" devices by shutting off air supply. This device should be operative from the Driller's Console.
  - (iii) Engine(s) should have two systems for self-starting: (a) Electrical starting system and (b) Air starting system.
- (o) **AUXILIARY AIR COMPRESSOR:** Auxiliary Air compressor with air receiver of required capacity for operating Air starter for the Rig engines, Remote BOP control panel, Pneumatic operated Celler pump and other pneumatic controls. The prime mover engine of the Air compressor shall have to be either hand starting or electric starting. The Air compressor with Air receiver shall be mounted on a separate skid and shall be placed at a safe distance from the well. The air receiver supplied should be hydraulically tested at 1.5 times more than the working pressure. Details of testing report should be provided along with the Rig. Also date of testing should such as testing date pressure etc to be painted in the air receiver.
- (p) **TRANSMISSION:** May be single or double, Torque converter type automatic Transmission with minimum 4 nos. Forward and 1 no. Reverse speed which is/are capable of transmitting minimum 550 HP to the Draw Works.
- 7.2(a) WELL SERVICING PUMP:** One Diesel Engine driven well servicing pump set of following specification shall be attached with each Rig. The pumps should be equipped all the accessories such as re-adjustable safety valve (spring type), **SPM counter**, Pressure gauge, Bleed valve with manifold etc. mounted on the pump.
- \* Power transmission from engine to Well-fluid shall be through Gearbox/Torque converter/Transmission with shaft/chain driven (belt driven not acceptable)
  - \* Pump discharge shall be provided with pulsation dampener.
  - \* Engine shall have electrical as well as pneumatic starter with sufficient air storage facility for minimum two starts in case of failure of electric starter.
- Type: Reciprocating, single acting-triplex or double acting duplex with replaceable liners & plungers / pistons to meet a range of discharge volumes and pressures as per operational requirements.
- Discharge Capacity:     250 US GPM against 1000 PSI  
                                      50 US GPM against 5000 PSI
- (Pump set should be equipped with various speed reduction Gear box to meet these parameters)

Pump Duty: Intermittent service

Well fluid to be handled:

- (i) Salt solutions: weighted & un-weighted salt solution of KCl, NaCl, Sodium Formate, Potassium Formate, CaCl<sub>2</sub> of range 63 pcf to 95 pcf (Sp Gravity, 1.01 to 1.52).
- (ii) Other fluids like HSD, LWC, Drilling Mud, Xan-vis, Hi-vis fluid etc.
- (iii) Cement Slurry of maximum density 120 pcf (s.g 1.92)
- (iv) Acid having 10 - 15 % HCl, + 3 - 5 % HF + Water, Fluoroboric acid 8% etc.

**(b) CEMENTING PUMP:** One Diesel Engine driven cementing Pump of following specification shall be available with between the 02(Two) Rigs i.e., bidder who bid for 2(two) rig shall provide 1(one) Cementing Pump and bidder who bid for 1(one) rig also provide 1(one) Cementing Pump. In case the successful Bidder is awarded the Contract for only one no. of Rig then the Bidder has to supply 1 (one) no of cementing pump with the Rig. However, if the successful Bidder is awarded 2 (Two) nos. of Rigs then he will be allowed to supply 1 (one) no. of Cementing Pump to be used between both the Rigs. The pumps should be equipped all the accessories such as re-adjustable safety **valve (spring type)**, Pressure gauge, Bleed valve with manifold etc. mounted on the pump. **The pump should be skid mounted.**

Type: Reciprocating, single acting-triplex or double acting duplex with replaceable liners / pistons to meet a range of discharge volumes and pressures as per operational requirements.

Discharge Capacity: Min. 200 US GPM against 450 PSI  
Min 25 US GPM against 2000 PSI

(Pump set should be equipped with various speed reduction Gear box to meet these parameters)

Pump Duty: As and when required and should be available at the Rig for cementation and other related jobs

**Note:**

- (i) Cementation and Acidization jobs are not of regular type. These jobs may be required to carry out as per individual well's completion policy occasionally.
- (ii) The prime mover engine should preferably be Air starting.

- (c) **SOURCE WATER PUMP SETS:** 2 nos. source water pumps one running & other standby (preferably Electric motor driven) required to lift underground water for industrial uses of capacity of each 17 KL /Hr against a head of 80 M & suction lift of 8 M. Normally, water is available at 15 - 30 feet below the ground level.

(Note: Where source water is not available in a particular well site, successful bidder will have to arrange water on their own)

- (d) **PUMP SET for FILTER UNIT & BLENDER UNIT:** The electrical motors and starters/PBSs for centrifugal pumps of filter unit & blender unit shall be suitable for use in hazardous area of Zone-I or Zone-II and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].
- (e) **Pump set for evacuation of production Tank:** A dedicated pump set of suitable capacity to be provided which will be exclusively used for evacuation of Production Tank and loading of 12 KLs / 20 KLs capacity bowzers. The pumps shall be suitable for use in Zone-1 hazardous area in oil mine. Requisite connections from production tank to loading point at bowzers to be provided with pump set.

The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.

- 7.3 GENERATING SET:** A diesel Generating set (Twin set one running & one standby) of required KVA power considering all electrical loads which should be noise proof. Power packs shall be placed at safe distance, i.e. at a distance of 30 meters (minimum) from the well centre. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110]

**7.4 TANKAGES for storing:**

- A. Water Tank: 1 no.: 40kl capacity
- B. For well fluid storing: 2 nos. tanks of 40 KL capacity each, 2 nos. tanks of 22KL capacity each
- C. 01 (one) no Acid Tank of 09 KL capacity
- D. Filtered / Blended solution tank: 1 no. tank 9 KL capacity

- E. Trip Tank: One no Trip tank with accessories like centrifugal pump, line to feed in hole during tripping out with arrangement to fill up tank with workover fluid from mud tank system. Trip Tank level indicator shall also be provided. The electrical motors and starters/PBSs for centrifugal pumps of trip tank shall be suitable for use in hazardous area of Zone-I or Zone-II and gas group IIA & II B in oil mine and shall conform to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].
- F. Production Tank: Minimum 01 (one) no. skid mounted tank(s) which shall be capable for measuring and storing 37.37 KLs of crude oil/well fluid. Tank dipping tape/stick with calibration certificate shall be required. The tank(s) shall be equipped with necessary valve for evacuation & man-hole for cleaning. Climbing leader and fall protection guards with toe boards as per latest OISD norms to be provided at tank roof.

**Note:** Mud/ Workover fluid preparation & mixing facilities:

- (a) Ramp fitted with mixing hoppers at ramp floor height, ramp area min. 300 sq. ft
- (b) Agitators: The electrical motors and starters/PBSs for agitators shall be suitable for use in hazardous area of Zone-I or Zone-II and gas group IIA & II B in oil mine and shall conform to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].
- (c) All light fittings used in the mud tank area shall be FLP (Ex-d) type. Adequate lighting shall be provided in the mud tank area. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.110].
- (d) Remote PBS placed in hazardous area should have intrinsically safe circuits with a maximum of 30 Volts. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 102(iv)& 110.]
- (e) Double Earthing: All the electrical equipment (Motors, Starter panels etc.) in Tanks including Mud Tanks, Chemical Storage Tanks shall be earthed in double (CEA reg. 41(xii) & OISD 216.

- (f) HSD Tank, Production Tanks (if used) shall be double earthed in diagonally opposite ends.
- (g) Bottoms guns (rotatable)
- (h) Dedicated pumps for preparation of mixing fluid / chemicals/ mud additives. The electrical motors and starters/PBSs for pumps of chemical mixing hoppers shall be suitable for use in hazardous area of Zone-I or Zone-II and gas group IIA & II B in oil mine and shall conform to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].
- (i) Facility for inter tank fluid transfer shall be such that suction can be taken from each tank as well as delivery can also be given to any tank.
- (j) Facility for taking fluid return during cement cleaning, milling etc.
- (k) Suitable screen for placing over tank in well return line.
- (l) Acid tank should have bottom suction facility without dead volume.

**7.5 SUCTION AND DELIVERY SYSTEM:** Suction hose for pump suction lines. From pump delivery manifold suitable bleed line and valve shall be provided. Pump delivery manifold shall have arrangements for hole fill-up line and kill-line connection.

**GENERAL NOTE:**

- (i) All the necessary pipes, fittings, valves etc. required to rig up the static and hook up the pumps shall be provided by the Contractor.
- (ii) Any other pipes, fittings, valves etc. which may be required during operation period shall be provided by the Contractor.
- (iii) Adequate length of high pressure pump delivery lines from Well Killing pump, for placement of pump at recommended distance from wellhead to be provided by the Contractor.
- (iv) Approximate transportable dimension of one rig load should be confined to 9 M (L) x 3.5 M (W) x 3 M (H).
- (v) Supply, storage, consumption / regulation of water & fuel at the well sites as well as at the camp site shall be the contractor's responsibility. Any shut down of operation due to non-availability of water and fuel shall be on the contractor's account.

- (vi) Supply of LDO / LWC for mud preparation and for meeting other downhole eventualities will be the company's responsibility.
- (vii) The Contractor shall be provided fuel for all their vehicles and other stationary engines.
- (viii) All sorts of lubricants for day-to-day operation of various rig equipment's shall be supplied by the Contractor. Also, various spares for rig components shall be stocked / supplied by the Contractor.
- (ix) Well Logging Service: All logging requirements as depicted in the Work over programme will be met by OIL through its in-house or logging contractors' service.
- (x) Well killing: During well killing, OIL will supervise the operation, the necessary service shall be provided by the Contractor.

**7.6 LIGHTING SYSTEM:** Explosion proof, suitable for hazardous location with adequate lighting at all the important points. Mast lighting system and area lighting system should be provided with proper fixing arrangements, poles etc.

**NOTE: STATUTORY REQUIREMENTS FOR ELECTRICAL ITEMS**

All electrical equipment such as AC motor, starter, pressure switch, cables & conductor fittings, light fittings, Driller Remote Control Panel with all electrical accessories etc. should be suitable for use in hazardous area of zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007 and bidders are to confirm the same while quoting.

The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility. Copies of above certificates should be enclosed with the quotation as well as with the supply of materials.

The bidder should ensure that RED AVIATION WARNING LIGHTS (**flasher type**) on the crown of the mast have been provided as per Aviation Standards.

**7.7 OTHER EQUIPMENT:** Shall be provided under each rig:

- i) 3.1/2" OD Drill collar: 6 Nos.
- ii) 3.1/2" Mud Motor for 5.1/2" Casing & 4.3/4" Mud motor for 7" Casing: For cement cleaning/ milling purposes. [At least one each should be ready for operation whenever required with working spares].

- iii) Electric motor driven Blender unit: For blending/mixing viscous fluids at Work over well-sites. The blender unit tank should be cylindrical in shape (capacity 4kl) with electrical motor driven mixer/agitator. [With a Provision for Hopper connectivity]. The electrical motor and starter/PBS for blender unit shall be suitable for use in hazardous area of Zone-I or Zone-II and gas group IIA & II B in oil mine and shall conform to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEX accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].
- iv) Filtration unit with accessories: For removing up to 2 micron fine solid contaminants from work over fluid so as to minimize damage to the formation. The filtration unit should be compact, skid mounted with motor driven centrifugal pump mounted on the same skid. The electrical motor and starter/PBS for filtration unit shall be suitable for use in hazardous area of Zone-I or Zone-II and gas group IIA & II B in oil mine and shall conform to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEX accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].
- v) Suitable size bell nipple and flow nipple for making up at the wellhead.
- vi) FOSV for tubing: FOSV for both 2.7/8" EUE & VAM tubing.
- vii) Dedicated Skid mounted Well site Chemical Go-down,  
Minimum Size: 7 mts (L) x 2.20 m (W) x 2.20 (H)
- viii) Crew Hut
- ix) First Aid hut
- x) AC Bunk house for Tool Pusher
- xi) AC Bunk house including potable water supply for OIL representative at the rig site. The Bunk house must be properly maintained to the satisfaction of OIL representative.
- xii) Rig Warehouse

**7.8 HANDLING TOOLS:** shall be provided under each rig [All handling tools (not mentioned elsewhere) required to handle/operate tubular / equipment should be sufficiently available in working condition at site.

- (a) Elevators:
  - (i) For 2.7/8" EUE Tubing - 2 Nos.
  - (ii) For Vam Tubing (2.93" opening) - 2 Nos.
  - (iii) For 3.1/2' Drill Collar - 1 No.
- (b) Slips:
  - (i) Rotary Hand Slip for 2.7/8" Tubing - 2 Nos.
  - (ii) Rotary Hand Slip for 3.1/2" Drill Collar - 1 No.
  - (iii) Spider Slip for 2.7/8" Tubing & 2.7/8" Drill pipe - 1 No.
- (c) Rig Tongs: Complete sets of Rotary tongs in pairs with 2 sets of extra jaws and replaceable spares of required capacities & sizes to handle the following tubular:
  - (i) 2.7/8" OD Drill pipes & 3.1/2" drill collars.
  - (ii) Tubing tongs (both 2.7/8" EUE and Vam)
- (d) Power Tubing Tong: For 2.7/8" tubing
- (e) Drill Collar safety clamps: For 3.1/2" Drill Collars
- (f) Cross-over subs: For various sizes of tubular mentioned above [The bidder should provide necessary substitutes required to use 2.7/8" EUE and 2.7/8" VAM tubing connection.]
- (g) Tubing Shut-in valve (2" x 5000 psi - suitable for 2.7/8" EUE and 2.7/8" Vam tubing - 2 Nos.
- (h) Tubing Circulating Head suitable for 2.7/8" EUE and 2.7/8" VAM tubing : Two each
- (i) Choke and Kill Manifold: One no. Choke and Kill manifold as per OISD-RP-174. of not less than 10M working pressure fitted with NRV in kill lines One manually operated adjustable choke and at least one remotely operated choke should be installed. Two valves should be installed in upstream of each choke in the manifold.
- (j) Chicksan Hoses: Flexible steel piping [2" 1502 chicksans 10 lops and 2" 1502 swivels 10 loops], 2" size 1502 of 10M working pr straight pipes of minimum length 170 feet.
- (k) Tubing Wiper: with heavy duty frame should be provided.

- (l) Short Joints: The following short joints of assorted length shall be provided as follows for each rig:
- i. 2.7/8" EUE N-80 tubing short joint = 03 nos.
  - ii. 2.7/8" VAM tubing short joint = 03 nos.
  - iii. 2.7/8" SLH-90 drill pipe short joint (E- grade or Higher grade) = 06 nos.
- (m) Pneumatic operated Cellar Pump -1 No. for each rig.

**7.9 FISHING TOOLS:** All items, mentioned below shall have to be provided by the Contractor for each rig operations individually:

- a) Series 150 Bowen or equivalent releasing and circulating overshot suitable for catching 2.7/8" tubing (EUE, VAM) and 2.7/8" Drill pipe and for various cross over subs to operate inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) Casings.

(Note for overshot: Overshot should be complete with standard accessories like top sub, packer, different sizes of spiral grapple with control, different sizes of basket grapple with control & mill control packer, lock rings, standard guide, oversize guide, extension sub, hook wall guide, etc. The top sub connection of the overshot should be of tubing connection.

- b) Wire line grabs, both internal & external - to catch piano wire fish and sinker bars inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) Casings.
- c) Impression blocks to operate inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) Casings.
- d) Junk subs [OD: 4.1/2" & 6"] to operate inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) Casings.
- e) Reverse Circulating Junk Baskets to work inside both 5.1/2" OD x 17-23 PPF Casing & for 7" OD x 23-29 PPF Casing
- f) Skirted mill with Junk subs to work inside both 5.1/2" OD x 17-23 PPF Casing & for 7" OD x 23-29 PPF Casing - for dressing fish top etc.
- g) 4.1/2" & 4.5/8" Flat Bottom Mill to work inside both 5.1/2" OD x 17-23 PPF Casing & 5.7/8" Flat Bottom Mill for 7" OD x 23-29 PPF Casing - for milling Bridge Plug / Retainer Packer etc.
- h) Peripheral Milling Tool to operate inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) casing.

- i) 4.1/2" OD Tapered Mill ( 15 degree - 7.5 degree on each side & 30 degree - 15 degree on each side) to work inside 5.1/2" OD x 17-23 PPF Casing.
- j) Bowen or equivalent makes Eutectic Electrodes, Flux etc. - for dressing of Mill.
- k) String Magnet to work inside 5.1/2" OD x 17-23 PPF Casing & for 7" OD x 23-29 PPF Casing.
- l) Casing roller to work inside 5.1/2" OD x 17-23 PPF Casing.
- m) Die collar to work inside 5.1/2" (17 ppf to 23 ppf) casing and for fishing operation of different sizes of tubular and tools & equipment
- n) Rotating and Releasing spear for catching 2.7/8" tubing (EUE, VAM) and 2.7/8 " Drill pipe and for various cross over subs to operate inside 5.1/2" OD (17-23 ppf) Casing.
- o) Washover Shoe with 01 no taper tap internally connected at top for engaging fish ( 2.7/8" tbg-EUE, VAM) after completion of Washover , to work inside 5.1/2" OD x 17-23 PPF Casing
- p) Pilot Mill to work inside 5.1/2" OD x 17-23 PPF Casing.
- q) Casing Scrapper to work inside 5.1/2" OD x 17-23 PPF Casing & 7" OD x 23-29 PPF Casing
- r) Concave Mill to work inside 5.1/2" OD x 17-23 PPF Casing.

**Note:** Sufficient stock of all the above items should be kept available at well site for necessary fishing and milling operation without any down time. All the Mills should be preferably new and shall be avoided any dressing etc.

- s) Safety joint to lower with 2.7/8" EUE tbg/ D-pipe (Safety Joint allows quick release from tubing / D-pipe strings should they become stuck, leaving a minimum of pipe in the hole, thereby reducing the problems of fishing).
- t) SUPER FISHING JAR 4.1/4" OD: BOWEN 80468 or equivalent Super Fishing Jar, straight pull, capable of transmitting full torque in either direction, ability to deliver rapid series of blows when desired, easy closing or resetting having OD = 4.1/4" and ID = 2", 2.7/8 API IF top sub box connection & bottom pin connection, press steel thread protectors installed at both ends, complete with circulation hole & cone type piston assembly.

Accessories for each of above:

1. Packing assembly sleeve for mandrel: 1 no. [Total 2 nos.]

2. Floater Positioning Tool: 1 no. [Total 2 nos.]
3. Connector body wiper installation tool: 1 no. [Total 2 nos.]
4. Service Kit: 1 set [Total 2 nos.].

u) **3.3/4 INCHES OD RIGHT HAND ROTARY TAP:**

Standard (Plain) Rotary Taper Tap as per the following minimum specification:

1. Rotary Taper Taps should be furnished with hardened wickers, designed to engage even the most difficult fish.
2. The wickers should be fluted type
3. Outside Diameter of Largest Wicker: 2.50 inches (63.50 mm)
4. Outside Diameter of Smallest Wicker: 1.00 inches (25.40 mm)
5. Length of Wickers: 36 inches (914.40 mm)
6. Tong Space: 12 inches (304.80 mm)
7. Taper per foot to be as per manufacturer's design
8. Watercourse to be provided as per manufacturer's design
9. Fish Neck Outside Diameter: 3.3/4 inches

v) **Standard (Plain) 3.3/4 inches OD Left Hand Rotary Taper Tap as per the following minimum specification: 02 Nos:**

- i. Rotary Taper Taps should be furnished with hardened wickers, designed to engage even the most difficult fish.
- ii. The wickers should be fluted type
- iii. Outside Diameter of Largest Wicker: 3.3/8 inches (85.725 mm)
- iv. Outside Diameter of Smallest Wicker: 1.1/4 inches (31.75 mm)
- v. Length of Wickers: 24 inches (609.60 mm)
- vi. Tong Space: 09 inches (228.60 mm)
- vii. Watercourse to be provided as per manufacturer's design
- viii. Fish Neck Outside Diameter: 3.3/4 inches
- ix. Top Thread Connection: 2-7/8 inches SLH-90 Left Hand Box up

w) **Standard (Plain) 4.1/2 inches OD Left Hand Rotary Taper Tap as per the following minimum specification: 02 Nos**

- i. Rotary Taper Taps should be furnished with hardened wickers, designed to engage even the most difficult fish.
- ii. The wickers should be fluted type
- iii. Outside Diameter of Largest Wicker: 3.3/8 inches (85.725 mm)
- iv. Outside Diameter of Smallest Wicker: 1.3/8 inches (34.925 mm)
- iv. Length of Wickers: 24 inches (609.60 mm)
- vi. Tong Space: 09 inches (228.60 mm)
- vii. Watercourse to be provided as per manufacturer's design
- viii. Fish Neck Outside Diameter: 4.1/2 inches
- ix. Top Thread Connection: 2-7/8 inches SLH-90 Left Hand Box up"

**7.10 BLOW OUT PREVENTER:** [As per applicable API specifications]

- a) One Double RAM hydraulic BOP [Cameron/Shaffer/Hydril/ Worldwide Oilfield Machine (WOM)/NOV make only] 7.1/16" x 5,000 psi **flanged top & bottom connection dressed with pipe & blind rams to handle 2 3/8", 27/8" & 31/2" tbg/D-pipe.**

**The open/close position of BOP rams on BOP should be preferably visible from outside (form a distance). BOP shall be as per API 16A & API monogrammed & flanges & valves shall be as per API 6A & API monogrammed.**

**One set of stem & wheel for manually closing BOP as per OISD standard RP: 174.**

**The BOP bonnet should be designed such that rams can be replaced easily.**

**Contractor should have spare rams other than that fitted in BOP for 2- 3/8", 2-7/8" & 3-1/2" EUE tbg/Drill pipe with a provision for changing rams at Well-head itself in proper safe conditions as per operational requirement.**

- b) Crossover flange double studed: 7.1/16" x 5M - 7.1/16" x10M each rig.

**7.11 BOP CONTROL UNIT:** [As per API Spec. 16D]: One 20 gallon capacity BOP control unit with **02 nos. of remote panel** as per OMR-2017 and accessories for each rig

**Accumulator:** 4 nos. of 5 gal capacity bladder type accumulators BOP control unit shall be complete with electrical and air operated pressurizing system, with auto pressure switch for both, capable of pressurizing up to 3000 psi. BOP remote control panel with graphic visual display to be placed near to the driller console. All electrical items should be suitable for hazardous area, zone-1 gas group IIA & IIB. The electrical motor and starter/PBS for BOP control unit shall be suitable for use in hazardous area of Zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility.

**Electrical part:** BOP motor and other electrical equipment viz. starter, junction box, PBS etc. used with BOP system shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN: 60079 standards. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].

**Note:**

- 1.0 Portable pressure testing unit (pneumatic type, 10,000 psi rating) & Recorder (10,000 psi rating) for pressure testing & recording of high pressure lines, BOP, Choke-manifold, Kill manifold valves etc. should be available at site.
- 2.0 All wellhead equipment/ BOP/ BOP control unit should be pressure tested to its rated capacity and should be certified as per API recommended practice.

- 7.12 **WELDING MACHINE** - One set for each rig Powered by Diesel Engine/Electric transformer with all associated welding and cutting accessories is to be made available at all times at well site against each rig. **Flash-back arrester should be provided in cylinders & cutting torch**
- 7.13 **40 TON CRANE** - 01(one) No. against each rig operation: Diesel Hydraulic, Truck mounted, and Telescoping Boom mobile crane of 40 Tonne minimum capacity is to be made available at all times at well site for each Rig operations.
- 7.14 **SAFETY DEVICES:**
- a) Fall Protection Device: An anti-fall coupled with safety harness/ belt shall be provided for personnel working on mast while exposed to a fall of 3

meters or greater or climbing unprotected vertical ladder with same exposure.

- b) DGMS approved Top man's Escape Line & Device: For evacuation of Top Man from racking platform level in case of emergency.
- c) Portable Gas Detectors: A portable **Multi-gas** (DGMS approved) detector capable of determining/ monitoring level of combustible gases in air should be made available at site. The gas detector should be able to detect concentration of **H<sub>2</sub>S** gas also.
- d) All contractor's vehicles should be equipped with Spark arrestors.
- e) Hydrocarbon Gas detection system for continuous monitoring at least three different location defined Mines/Installation manager based on type of operation and provide a common alarm in addition to portable spot gas detection system on hourly basis. (or shorter interval as decided by Manager). A record of such monitoring /detection by portable spot gas detection system shall be kept in a register kept for the purpose and shall be signed and dated by the person making the measurement In case of continuous monitoring and detection system, the measured readings may be kept in no-editable electronic form.
- f) AFDSS (Automatic Fire Detection and suppression system), engine coolant temperature sensors, engine oil pressure gauge, over heating tripping system & exhaust manifold and turbocharger guards are to be provided in every IC engine.
- g) Smoke detection system should be available in electrical PCR as per OISD, OMR -2017 guidelines.
- h) CC TV camera(s) associated system along with recording facility suitable for oil and gas field (Hydrocarbon) for safety, security and monitoring of operation are to be installed by the Contractor at suitable locations i.e. Rig floor operations, Well, Main Gate and at two other suitable locations as per discussion with OIL representative at the time of Rig deployment. The recording should be provided by the contractor to OIL on monthly basis. The monitor should be installed in the office of OIL representative (Bunk House) and the office of Contractor's Rig In-charge (Bunk house) at the location.

Note: All safety equipment are to be in prime working condition.

#### **7.15 General Statutory requirements for SAFETY NORMS:**

- a. All the moving / rotating parts like belts, couplings, drive lines etc., of the equipment should be well guarded and painted with red colour.

- b. SRV of the pumps and air reservoir tanks should be tested regularly and records of such testing should be kept available all the time.
- c. Proper colour codes as per safety norms should be applied on the high-pressure lines, gas lines and water lines.
- d. Anchoring and grouting of the delivery & bleed lines of the pumps should be done before running the pump.

Note: Any other item/ assembly not incorporated above and needed for meeting the scope of work in the tender should be provided by the contractor.

**7.16** The following items are to be provided for two rig operations by single bidder or one rig operation by single bidder: Bidder who bids for 2(two) rigs shall provide 1(one) set of Tubulars as per 7.16 a) and 1 (one) number Light Truck as per 7.16 b) and bidder who bid for 1(one) rig also provide 1(one) set of Tubulars as per 7.16 a) and 1 (one) number Light Truck as per 7.16 b). In case the successful Bidder is awarded the Contract for only one no. of Rig then the Bidder has to supply 1(one) set of Tubulars as per 7.16 a) and 1 (one) No. Light Truck as per 7.16 b) with the Rig. However, if the successful Bidder is awarded 2 (Two) nos. of Rigs then he will be allowed to supply 1(one) set of Tubulars as per 7.16 a) and 1 (one) No. Light Truck as per 7.16 b) to be used between both the Rigs.

- a) **TUBULAR/ CROSS OVER SUBS: SLH-90 Drill Pipe:** 73.03 mm (2.7/8") OD x 15.50 Kg/m (10.4 lbs/ft) API Grade 'E' or Higher Grade = 5000Mtrs
  - (i) One lot of necessary substitutes between drill pipe and drill collars, between drill collar and bit, required for drill string as well as for combination string

Handling Tools for above:

- (i) Elevators for 2.7/8" SLH-90 Drill pipe - 2 Nos.
  - (ii) Slips for 2.7/8" SLH-90 Drill pipe - 2 Nos
- b) **Light Truck:** Truck with jugali(s) is to be provided for transportation of Bits/Mills and chemicals from Company's yard/Godown. Loading/ Unloading at well site is to be carried out by the contractor.

#### **GENERAL NOTES:**

- i) Contractor shall have to mobilize all the goods/services covered under item No. 7.14 above along with the rig package.

- ii) The offered Rig package including all Handling, Fishing and Milling tools & equipment, tubulars etc. shall have to be manufactured as per relevant API standards (wherever applicable) and also shall have to be completed with NDT inspection, report of which shall have to be submitted prior to mobilisation of the Rig package. In case of new items, the NDT inspection is not required.

## **7.17 OTHER SERVICES TO BE PROVIDED FOR EACH RIG OPERATION**

### **A. WORKOVER FLUID & MUD ENGINEERING SERVICES:**

- i) OIL shall provide a mud/ workover fluid programme based on the depth data/casing policy as indicated in this document including their recommended dosage for mud/ workover fluid additives and optimum range of mud/ workover fluid parameters which need to be maintained by Contractor at the well site for achieving trouble free operations.
- ii) Scope of work: Preparation of salt solution using KCl, NaCl, Sodium Format, Potassium Format, CaCl<sub>2</sub> etc. of required density, bentonite mud & special workover fluid like Aphron ICS as per well programme and preparation Hi-Vis, Xan-Vis pill as per requirement.
- iii) Shift wise fluid report covering the following details as per OIL's format/ standard IADC Proforma - (a): Fluid density, MF viscosity, PH, Tank volume, Chemical Stock, Chemical Consumption etc. shall be prepared and submitted to the company representative.
- iv) The Contractor must ensure proper maintenance of mud parameters to avoid damage to producing formations. He should also ensure the availability of mud chemicals at well site by submitting his requirement to the company's representative well ahead of time.
- v) In case of any difference of opinion at any stage, with regard to mud policy, OIL's mud programme shall prevail and the Contractor must use OIL's mud policy at that point of time.
- vi) Contractor shall provide mud balance, MF viscometer, PH meter, PH paper, dip stick

### **B. WELL COMPLETION SERVICES:**

- i) **Schedule -1:** For / during well testing (Production Testing)
  - 1. Making & breaking including stacking and running in of production tubing (both 2.7/8" OD EUE N-80 and VAM tubing) as per the standard practice.

2. Installation of Tubing Head Spool, packing of secondary seal and testing of the same as per the rating.
3. Testing of X-Mass tree and installation of the same.
4. Making necessary tubing/ casing connections to the well head set up.
5. Hooking up of the production equipment namely Tanks, Separator, Steam jacket, ground X-Mas tree etc and test the same before commissioning as per the requirement.
6. To make the gas flare line to the flare pit.
7. To maintain the tubing tally including any down hole production equipment run.
8. All necessary surface connections to be made by the contractor for enlivening of the wells using nitrogen pumping unit.
9. Hooking up of the steam lines to production tanks and steam jacket.
10. Contractor will carry out the Production tank evacuation job on as and when required basis. For transportation of the produced fluid, bowsers will be provided by OIL

**ii) Schedule -2**

1. All production equipment's namely X-Mass tree, Tubing head spool, Hanger flange / Tubing hanger, Separators with all accessories, Tanks, Steam jacket, Ground X-Mass tree, Tubing's (both EUE N-80 and VAM), Pipes for surface fittings and flare line etc will be provided by OIL.
2. All tools required for making up of the above equipments are to be supplied by the contractor.
3. Consumables as thread dopes to be provided by the contractor.

**C. TRANSPORTATION SERVICES:**

**i) OIL's Responsibility:**

- 1) Transportation of company's personnel and materials/ Equipment (those not attached with the rig) will be company's responsibility.

- 2) Cement shall be supplied by OIL. To & fro collection, transportation, loading / unloading, stacking etc of these cement shall be carried out by OIL, as and when required.
- 3) In case of well emergency, it is the responsibility of OIL to supply/ transport Chemicals, Cement etc. to well site.
- 4) Well consumables like casing, tubing, well head etc. shall be supplied by OIL. To & fro' collection, transportation including loading/unloading, stacking etc. at well site of these consumables will be provided by OIL.
- 5) Any additional requirement of crane(s) for any specific purpose at site during well operation shall also be provided by the OIL.
- 6) Readiness of approach road to forward location and plinth shall be the responsibility of OIL. Clearance of Electrical overhead lines belonging to state electricity board (APDCL), tea gardens etc. shall be the responsibility of OIL. However, contractor shall arrange for clearance of other overhead lines (like LT Service lines, leadings etc.) belonging to local people in consultation with OIL.

**ii) Contractor's Responsibility:**

- 1) Transportation of contractor's personnel & their material from camp site to drill site and between drilling sites shall be the responsibility of the contractor. All vehicles deployed for this purpose should be in prime condition.
- 2) All requirements of crane(s), during rig up/rig down & inter-location movements are to be provided by the Contractor.
- 3) The contractor must provide at their cost, equipment & services of the following minimum number:
  - a) Sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.
  - b) Rig down / Rig up / transportation / maintenance of Company's materials / items like Well killing pump, Production installations (if any) attached to the rig shall be done by the contractor.
  - c) One truck with jugalis is to be provided for transportation of Bits/Mills and chemicals required for preparation of mud and completion fluid, from Company's yard/Go-down. Loading/ Unloading at well site is to be done by the contractor.

- d) For inter location movements the contractor shall arrange for shutdown/ ground clearance/ raising of lines (if required) of Electrical overhead lines belonging to third parties viz. state electricity board, other industries etc.
- e) The contractor is solely responsible for any damage to existing Electrical infrastructure belonging to third parties viz. state electricity board (APDCL), tea gardens etc. resulting from the movement of the contractor's vehicle during ILM. In case of such damage, contractor is fully responsible for repairing of the damaged Electrical infrastructure.

**D. ELECTRICITY:** Generation and supply of electrical power for running the entire operation and for various uses in the camp and well site shall be done by the contractor.

Statutory Provisions - Bidder to note that all relevant provisions of the following minimum acts/statutes/instructions by statutory authority shall apply:

CEA (Measures relating to Safety and Electric Supply) Regulations, 2010, and latest amendments thereto.

-Oil Mines Regulation, 2017, and latest amendments thereto.

-DGMS advisories / instructions

-OISD standards/ advisories / instructions

In case statutory authorities issue relevant instructions regarding operation of the Workover rig/s after the start of operations under this contract, the contractor shall implement such instructions at his own cost.

- i) The entire electrical installation job should be carried out as specified in the latest version of CEA (Measures relating to safety and electric supply) Regulations, 2010 and other relevant standards and precaution should be adopted in the Oil field as specified in the CEA (Measures relating to safety and electric supply) Regulations, 2010.

- ii) Rig Lighting:

- a) Adequate lighting shall be provided but not limited to the following i.e. lighting the mast and substructure, rig floor, power packs & power control room, plinth area, mud system, water system, fuel system, air system, BOP control unit, mud storage area, well site offices, chemical storage & lab. Areas, camp etc.

- b) All lighting fixtures, plug & sockets, junction boxes etc. used in hazardous area shall be explosion proof type (Ex-d) and shall be suitable for use in hazardous area of Zone-I or Zone-II and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079 standard. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulation 2010, regulation no.110].
- c) All light fittings in the rig shall be energy efficient preferably LED type.
- d) Aviation lights: Two (02) numbers FLP (Ex-d) type night aviation warning lights are to be fitted at the top of the mast. These lights shall be operational at all times from the moment the mast is raised and till the mast is finally lowered irrespective of well operation. As per IAF requirements, specifications for the above lights are –

Colour of light: Red (Fixed), Light intensity: 10cd.

Additionally, one daylight flasher type aviation warning light is to be fitted at the top of the mast in addition to red aviation warning lights. This light is to be used during day time when the drilling location is situated within flying zone near IAF airfields. As per IAF requirements, specifications for the above light are – Colour of light: White (Flashing), Light intensity: 20000cd, Flashes per minute: 20-60 flashes per minute.

iii) Cables:

All Electrical Cables used in the workover Rig should be multicore flexible copper cables (armored or screened) of 1000 volts grade, EPR insulated, CSP/NBR sheathed. All electrical cables shall conform to the provisions stipulated in line with IS-9968-1 read with the latest BHEL specifications (OR12003, OR12002 & OR12005) as the case may be. If the standard of a particular type of cable is not available in India, the cables must comply relevant International standards (IEC 502) with latest amendments. Ref. to DGMS Tech. Circular (Electrical), (Approval) No. 17 dated 25/05/2015.

iv) Lighting Transformer:

The voltage for lighting system inside the mine shall not exceed 250V (between phases) if neutral is connected to earth as per CEA

(Measures relating to safety and electric supply) Regulations, 2010, regulation no. 102.

v) STATUTORY REQUIREMENT OF ELECTRICAL ITEMS:

All electric equipment such as motors, lighting, plug/socket, junction box, starter, push button not placed at safe distance shall be suitable for use in oilfield hazardous area, Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN: 60079 standard. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.110].

vi) Neutral Grounding Resistor (NGR) system:

The neutral system should be such that, the earth faults current shall not be more than 750mA in installations of voltage exceeding 250V and up to 1100V system for oil fields. The magnitude of the earth fault current shall be limited to the above value by employing suitable designed restricted neutral system (NGR) of power supply as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 100(1).

vii) Earth leakage protective device:

All the outgoing feeder for auxiliary motors, lighting, bunk houses and outgoing feeders from standby generator shall be provided with earth leakage protective device so as to disconnect the supply instantly at the occurrence of earth fault or leakage of current. The maximum earth leakage threshold for tripping shall not exceed 100mA under any circumstances as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 42.

viii) Earthing scheme:

All the electrical equipment, PCR, Diesel tanks, Mud tanks, Production tanks etc. shall be double earthed. The body and neutral earthing shall be separate and the neutral earthing shall be covered always. All metallic body having electrical equipment shall be earthed properly by two separate and distinct connections with suitable earthing strips. The earthing system shall be in accordance with CEA (Measures relating to safety and

electric supply) Regulations, 2010, regulation no. 41 & 101.

- ix) All cable connections to the motors/PBS/junction boxes should be through double compression glands. All the FLP double compression glands shall be correctly installed and the cable entry is tight. The cable size shall match with the gland. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.106(vi) & OISD 216]
- x) Electrical system shall be provided with all necessary cables and cable trays, tray arrangement to the derrick floor. Cable trays shall be grounded adequately.
- xi) Insulation mats: Insulation mats shall be available in all electrical PCRs, stand by alternators and all distribution boards. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.19(5)]
- xii) Danger Notices: All electrical equipment (motors, alternators, starters, PBS, distribution boards, switch boards, socket boards etc.) shall be affixed permanently with Danger notices/ caution boards of appropriate voltage. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.18 and OISD 216(Annexure-4)]
- xiii) Intrinsically safe type Insulation tester shall be used for measurement of IR value of equipment installed in hazardous area. [CEA (Measures relating to safety and electric supply) Regulation, 2010; Regulation no.110]
- xiv) The bidder should furnish the following along with the offer:
  - a) Single line power flow diagram showing major equipment viz. Generators, CBs, Busbars, ELRs for feeders, NGR system, Motors, Lighting transformer, Starters etc.
  - b) Plan layout of electrical equipment used in rig.
  - c) List of all electrical equipment used in the W.O. rig with test reports conforming to IS/IEC/EN: 60079 standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility. In case of such certificate is not available at the time of submitting the offer, the same shall be submitted prior to commencement of operation. The bidder shall categorically confirm the same in their offer.
  - d) Earthing layout/ scheme showing double and distinct earth connections for each equipment along with numbering of earth

electrodes.

xv) Following tools shall be maintained for electrical jobs –

- a) FLP torch
- b) Intrinsically safe Insulation Tester
- c) Multimeter
- d) Clamp meter
- e) Earth Tester
- f) Safety belt
- g) Rubber insulated gloves (of appropriate voltage grade) for electrical purpose. It shall be ensured that hand gloves are used every time an authorized personal works on electrical panel/ equipment.
- h) Discharge sticks & lamp tester.
- i) Electrician's Tool Kit
- j) Lux meter
- k) Ladders
- l) Filler gauge

xvi) Lockout and Tagout system shall be provided for electrical panels.

xvii) For all hand-held portable apparatus voltage shall not exceed 125 V as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 102 (i).

xviii) Tri-lingual notices shall be exhibited forbidding unauthorized operation, cautioning the presence of electrical apparatus as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 109 (7(i)).

xix) Schedule – XIII shall be maintained and filled as per CEA (Measures relating to safety and electric supply) Regulations, 2010, clause 110 (9) & regulation no. 115(5).

xx) The switchgear and protective system shall be kept effective, maintained and checked and result shall be recorded as per CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no. 100(3).

xxi) Electrical isolation / Energization permits shall be maintained as per Oil Mines Regulation, 2017 regulation no. 99 and OISD 216.

xxii) Remote PBS placed in hazardous area should have intrinsically safe circuits with a maximum of 30 Volts. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010,

regulation no. 102(iv)]

xxiii) Shock treatment chart should be displayed in the PCR. This should contain telephone number of fire service and other emergency services. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.28(1) and OISD 216 (Annexure-2&4)]

xxiv) Smoke detection and fire alarm system: All the PCRs shall have smoke detection and Fire Alarm System as per requirement of OISD Std. No: 216.

xxv) Valid calibration records of all the measuring instruments shall be available at site. [Ref: OMR 109(6) & OISD 137(6.2.9)]

xxvi) All electrical panels shall be painted with the description of its identification at front and at the rear. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.19(6)]

xxvii) Busbar connections / terminations shall be insulated with appropriate insulating tape; naked joints shall be avoided. Terminal blocks of cable entry shall be covered with hylam or transparent insulating plastic sheet. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.17 & OISD 216 (7.1(vi))]

xxviii) Following items shall be affixed / displayed in a conspicuous place –

- a. Electrical single line power flow diagram
- b. Electrical earthing system schematic
- c. Plan layout of electrical equipment
- d. Electric shock treatment chart

xxix) The following registers/documentation files (minimum) shall be maintained at site:

a) One commissioning record register should be maintained by contractor to record the following-

i) Specifications/nameplate details including IS/IEC/EN: 60079 as per OMR-2017 and subsequent DGMS guidelines for each electrical equipment.

ii) Insulation resistance of all motors, generators, cables, distribution board, transformer etc. (in each rig up and yearly).

b) Register for recording earth resistance of all electrodes. (in

each rig up and yearly).

c) Register for Test record of ELRs (once every three months).

d) Schedule-XIII [of CEA (Measures relating to safety and electric supply) Regulations,2010]

e) Electrical isolation/ energization permit [Ref: OISD-STD-105].

f) Register for flange gap measurement records of FLP equipment (yearly).

g) File containing details of Electrical workman permit and Electrical supervisor certificate of competency of electrical personnel.

h) Daily Progress Report

i) Electrical log sheet to maintain records of operational parameters and energy consumption data. (every shift)

j) Illumination survey records.

k) By-pass register

l) Toolbox talk record file

m) Breakdown Maintenance Register.

n) Well Site Inventory Register.

o) Register for management of change

p) All relevant statutory Training (MVT, First Aid, Firefighting, Gas Testing & Work permit system etc.) records.

q) PME records of all deployed employees.

#### **E. CEMENTING SERVICES:**

- i) OIL shall perform the cementation jobs such as Squeeze cementation, Cement plug job etc. as per the requirement of well completion policy at the wells planned for work over jobs. The Contractor shall provide the following equipment and services to enable OIL to carry out the jobs successfully. Contractor's pump shall be used to pump cement slurry. Expected parameters are 2500 psi, (max.)
- ii) The Contractor shall be required to assist OIL in performing all secondary cementation jobs at all the wells.

- iii) OIL may at any time decide to utilise own/hired Cementing unit for carrying out the cementation job. Further the Contractor will carry out cleaning / flushing of cementing unit and associated surface lines after completion of the cementing jobs.
- iv) During cementation readiness: The Contractor shall, during the cementing job, attend to all problems, render help and rectify all defects to the satisfaction of OIL's cementing Engineer. These shall include equipment and accessories supplied by OIL also.
- v) Post Cementation follow up action: The Contractor shall carry out cleaning and flushing to remove all traces of cement from unwanted locations. They shall also disassemble and remove/ load all OIL's equipment, which are required to be removed after the mandatory period.

**F. FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:**

(As per API wherever applicable)

- i) Safety: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests, etc. as may be required by company at prescribed intervals.
- ii) Contractor shall provide all necessary fire fighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and **OMR-2017**.

**FIRE FIGHTING EQUIPMENTS:**

Fire fighting arrangements should as per OISD-189.

1. Fire Water Flow Rate: - 1750 LPM
2. Fire Water storage: - 1750 LPM X 30 Min = 52500 Ltrs. (Minimum 52.5 KL)
3. Fire Water Line of minimum 4" size shall be located at a minimum distance of 15 m from the wellhead area. **The fire water line should be positioned as such that all major rig equipments viz. well servicing pump, Diesel storage area, Generator area etc. are covered.**
4. Trailer / skid mounted (with Fire water Tank) Fire Pump = Min 1800 LPM @ 7 Kgf/cm<sup>2</sup>
5. Single headed hydrants - 01 Nos.
6. Water-cum-foam Monitor - 01 No. of 1750 LPM Cap.

7. Hose box - 01 Nos.
8. Fire hoses - 04 Nos.
9. Multipurpose nozzle- 03 No.
10. Inline foam eductor- 1 Nos.
11. Foam branch pipe - 1 Nos.
12. Foam compound - minimum 200 lts.
13. Weather-proof facility for storing above items.
14. Fire Extinguisher -
  - a) 25 Kg trolley mounted DCP Fire Extinguisher - 02 Nos.
  - b) 10 Kg DCP extinguishers - 19 Nos.
  - c) 6.5 Kg CO2 extinguisher - 08 Nos.
  - d) Sand drum with Scoop - 05 Nos.
  - e) Fire Extinguisher Shed - 01 No.
15. Fire bell/alarm

[Contractor shall provide necessary hose, TCP with fittings]

First Aid Kit: An adequate and approved first aid kit should be provided on each rig and should have all medicines as recommended as per Mines Rule 1955, Rule 43(3), Second Schedule.

- iii) Fire protection at well sites shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent person s trained in the field.
- iv) Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the contractor.
- v) Contractor shall have to mobilise 1(one) brand new factory build ambulance with dedicated driver for deployment at well site against each Rig round the clock to meet any emergency situation with all mandatory accessories like stretchers, oxygen cylinders, first aid facilities, etc. The Ambulance facility should comply OMR-2017 requirement.

## **G. CIVIL WORK INVOLVEMENT**

### **i) OIL's Responsibility:**

1. Company shall provide foundation for the standard rig equipment including hard standing and cement concreting areas, effluent pit provision etc.

2. Digging of pilot pit & strengthening of effluent pit
3. Maintenance of approach road during operation.
4. Supply of only cement & other civil materials (for grouting jobs).
5. Maintenance of plinth including preparation of proper drainage System as per OIL's standard to evacuate rain water and mud sludge etc. to effluent pit. Regular jobs at plinth i.e. cutting of small drains/nallah leading to pit, leveling of plinth with Company's civil materials, shall be done by Company.
6. To provide toilets, both for Contractor's personnel and Company's personnel including supply of all the required materials and subsequent dismantling after completion of the well.
7. Sand bagging of adjacent wells. Company shall provide the appropriate barrier of sand bags to the adjacent live wells, located in the same plinth.
8. Enclosure to stop spillage of LWC, HSD etc. in the respective tanks.
9. The digging of deep tube wells at the well sites and installation
10. All grouting required for anchoring guy post & delivery lines including cement and other civil materials.
11. The External guy posts should be anchored with RCC, as per OIL design.
12. Erecting of Panel fencing in well site. Contractor will provide materials like Post, Binding wire etc. for erecting of panel fencing.
13. Construction of all types of sheds required during operation i.e. Telephone shed, sheds over mud tank and chemical storage etc., including supply of all the required materials and subsequent dismantling after completion of the well.

**ii) Contractor's Responsibility:**

Supplying all equipments / materials for sinking of the tube well is contractor's responsibility. For the sake of the Contractor's knowledge, the depth of deep tube well in the region will be approximately 15-50 m (with double filter installed). The operation of the water pumps, extraction of water from deep tube well for the rig as well as camp shall be Contractor's responsibility. Supply of water from alternate sources shall be the

responsibility of the Contractor, if no water is found at the exact camp or well site.

Supplying of panel fencing at well site as per OIL's standard drawing no OIL/0825/E. Supply of Post, Binding wire etc. required for erection of panel fencing.

NOTE TO BIDDERS:

- i) Bidders to provide Rig Lay out Drawing for the Rig Package along with the bid.
- ii) Any additional civil work involvement besides the standard indicated plinth area / civil work should be highlighted by the contractor in their technical bid.

**H. SECURITY SERVICES:**

Contractor shall be wholly responsible for complete Security of their personnel, their Rig packages, Base Camp and during ILM, operation, transit etc. and arrange suitable & comprehensive Armed Security services accordingly on round the clock basis for their personnel and equipment/ material throughout the tenure of the contract as per requirement. All security related issues shall be dealt by the Contractor on their own including dealing with Government agencies. The Contractor shall provide pre-fabricated XPM/panel re-usable type fencing, gate in the well site, camp site etc. Company in no case will be involved in security related issues, relating to Contractor's personnel and equipment/material. Contractor shall also be responsible for the safety and security of Company's personnel, equipment/ material etc. in the well site and camp site.

**I. MEDICAL SERVICES:**

Suitable first aid medical services shall be provided by the Contractor round the clock on call 24 hrs a day. The contractor shall make available at all times during the entire Contractual period sufficient quantity of first aid equipment and medicines to meet any emergency. **Considering Covid pandemic adequate nos. of Face Masks & Hand Sanitizers should be provided by contractor to all crew personnel.**

**J. CAMP AND OTHER ESTABLISHMENT:**

Suitable camp facilities for Contractor's personnel including catering services shall be provided by the contractor.

**K. COMMUNICATION SYSTEM:**

Suitable communication system is to be provided by the contractor for communication. However, OIL will have option to provide the OIL telephone in some locations, if found suitable.

**L. TIME NORMS FOR PULLING OUT /RUNNING IN and CEMENT CLEANING**

a. Pulling out/Running in of Tubing/Drill pipes

- i) Singles: 22 joints per hour
- ii) Doubles: 20 stands per hour

For depth beyond 2000 meters, additional time for pulling out of tubing /drill pipe per 1000 meters is as under

- i. In singles: 1.5 hrs
- ii. In doubles: 1.0 hrs

b. For running in string packer: As per OIL's Representative instruction

c. Cement cleaning per 5 meters

- i. With Drill string: 1.0 hr
- ii. With down hole motor: 2 hrs

**M. PERSONNEL TO BE DEPLOYED**

- i) The Contractor will have to deploy adequate manpower to carry out the required operations. The deployment pattern will be as per the contractor's discretion for all the required services except for the rig operations during Work over & completion phases for which the deployment pattern has to be as per the following norm, for per rig operation, with the indicated key personnel:

Sl. No.	Category of Personnel	Day shift 12 hr	Night shift 12 hr	On camp /Off	On roll pay	WORKER CATEGORY
1	Rig manager/Rig Superintendent	1	on call	1	2	OFFICER
2	Tool Pusher	1	-	1	2	OFFICER
3	Tour Pusher/Night Tool Pusher	-	1	1	2	OFFICER
4	Driller	1	1	2	4	OFFICER
5	Assistant Driller	1	1	2	4	HIGHLY SKILLED

6	Derrick Man/Top Man	1	1	2	4	SKILLED
7	Floorman/ Rigman	4	4	8	16	SEMI SKILLED
8	Master Mechanic	1	1	2	4	HIGHLY SKILLED
9	Rig Electrician	1	1	2	4	SKILLED
10	Mud Supervisor	1	1	2	4	HIGHLY SKILLED
11	HSE Officer	1	on call	1	2	OFFICER
12	WELDER	1	on call	1	2	SKILLED
13	HEAVY CRANE PIPE LAYER OPERATOR	1	on call	1	2	HIGHLY SKILLED
14	ELECTRICAL SUPERVISOR	1	on call	1	2	HIGHLY SKILLED

**NOTE:**

- i) Bidder who bids for 2(two) rigs shall provide 1(one) Rig Manager/Rig Superintendent and bidder who bids for 1(one) rig also provide 1(one) Rig Manager/Rig Superintendent. In case the successful Bidder is awarded the Contract for only one no. of Rig then the Bidder shall provide 1(one) Rig Manager/Rig Superintendent with the Rig. However, if the successful Bidder is awarded 2 (Two) nos. of Rigs then he shall be allowed to provide 1(one) Rig Manager/Rig Superintendent between both the Rigs. Rig Manager will avail due off after completion of 14/21 days. So, 2 (two) Rig Managers shall be appointed by the Contractor for On/Off Duty.
- ii) The Rig Manager / Rig Superintendent has to be present at station all the times and should report to OGPS-W/O Dept.'s office as and when asked for to receive instruction/resolving any issue on contractual obligation.
- iii) CONTRACTOR SHALL BE RESPONSIBLE FOR DEPLOYMENT OF HIS PERSONNEL FOR THE CONTRACT IN COMPLIANCE WITH GUIDELINES OF MINES ACT, 1952 and all other Rules (Mines Rule, 1955, MVTR1966) Regulation (OMR2017) circulars and notification hereunder or any revision of these time to time without any additional cost. CONTRACTOR SHALL NOT BE ALLOWED TO DEPLOY HIS PERSONNEL BEYOND EXCESS OF WORKING HOURS/DAYS AS PER STATUTORY GUIDELINE. Working hours under the contract shall be in accordance with the Gazette Notification No S.O.1658(E) dtd 30th june,2014.
- iv) CONTRACTOR SHALL ENSURE THAT PAYMENT TO PERSONNEL UNDER THE CONTRACT IS MADE IN COMPLIANCE WITH MINIMUM WAGE AS PER MINES (GYPSUM, BARYTES, ETC MINES) ACT OF GOVT AS REVISED TIME TO TIME AS PER CATEGORISATION.

v) CONTRACTOR SHALL PAY AN ADDITIONAL ALLOWANCE OF Rs. 2250/- (RUPEES TWO THOUSAND TWO HUNDRED FIFTY ONLY) PER PERSON PER MONTHS FOR UNSKILLED, SEMISKILLED, SKILLED AND HIGHLY SKILLED KEY PERSONNEL IN ADDITION TO THE MINIMUM WAGES AS PER THE MINES (GYPSUM, BARYTES etc.) RATE.

vi) **KEY PERSONNEL:** The qualification and experience of the key personnel are to be as under:

1) RIG MANAGER/ RIG SUPERINTENDENT:

i) Qualification and experience:

(a) Graduate Engineer having minimum 5(Five) years' experience in workover/Drilling operation in oil/gas wells out of which at least 2 (two) years as Rig Manager / Rig Superintendent as on original Bid Closing Date (BCD)

OR

(b) 3 (three) Years Diploma in Engineering having Minimum 7 (Seven) years' experience in workover/Drilling operation in oil/gas wells out of which at least 3 (three) years as Rig Manager / Rig Superintendent as on original Bid Closing Date (BCD).

ii) Must possess valid well-control certificate IWCF / IADC Well cap (Supervisory Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.

iii) Should be conversant about mud chemicals & maintenance of mud property.

2) TOOL PUSHER/ TOUR PUSHER:

i) Qualification and experience:

(a) Graduate Engineer having minimum 4(Four) years' experience in workover/Drilling operation in oil/gas wells out of which at least two years as Tool Pusher / Rig-in-charge/Tour Pusher as on original Bid Closing Date (BCD)

OR

(b) 3 (three) Years Diploma in Engineering having Minimum 6 (Six) years' experience in workover/Drilling operation in oil/gas wells out of which at least three years as Tool Pusher / Rig-in-charge/Tour Pusher as on original Bid Closing Date (BCD).

- ii) Must possess valid well-control certificate IWCF / IADC Well cap (Supervisory Level) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- iii) Should be conversant about mud chemicals & maintenance of mud property.

3) DRILLER:

i) Qualification and experience

- (a) Graduate in engineering having minimum 2(two) years' experience in workover /Drilling operation in oil/gas wells out of which at least one year as Driller/Shift-In charge as on original Bid Closing Date (BCD).

OR

- (b) 3 (three) Years Diploma in Engineering or B Sc. having minimum 4 (four) years' experience in workover/Drilling operation in oil/gas wells out of which at least two years as Driller/Shift-In charge as on original Bid Closing Date (BCD)

OR

- (c) HS/PU (10+2) in science or ITI having minimum 8 (Eight) years' experience in workover/Drilling operation in oil/gas wells out of which at least three year as Driller/Shift-In charge as on original Bid Closing Date (BCD).

- ii) Must possess valid well-control certificate IWCF / IADC Well cap (Driller Level), and should be conversant with well control methods to take independent decisions in case of well emergencies.
- iii) Should be conversant about mud chemicals & maintenance of mud property.

4) HSE Officer:

- a) Should be Graduate in engineering/B.Sc. / Diploma in safety / Fire Engineering after completion of Class HS (10+2) or equivalent with minimum 02 (two) years experience in Drilling/Work-over wells as HSE officer as on original Bid Closing Date (BCD).

OR

- b) Class HS (10+2) or equivalent with minimum 3(three) years' experience in Drilling/Work-over wells as HSE officer as on original Bid Closing Date (BCD)

Job Description:

Duties & responsibilities include safety during workover site preparation, rig up, rig down & rig movement, raising & lowering mast, rig floor operations like making & lowering BHA, cementing job, tripping in /tripping out tubular, safety meeting during crew change, pre job safety meetings, routine inspections, preparation of job specific SOP in local language, ERP (Emergency Response Plan), Risk Register, preparation of Job Safety Analysis, Permit to Work systems, investigation & analysis of accidents, incidents & near miss. To follow all DGMS, OISD & MoEF guidelines and submit return at specified intervals.

- a) Responsible for designating 'Safe Briefing Area' and advising all personnel of the 'current' safe briefing area.
- b) Responsible for issuing safety equipment to all personnel arriving at rig and ascertain that all personnel use and maintain these equipment properly.
- c) Responsible for designating location entrance and exit.

Note:

- i) The experiences & qualifications are not exhaustive; however company may reject or accept a person without assigning any reason.
- ii) Emphasis for selection shall be on the job performance & output.
- iii) Multi skill jobs have to be performed by the Contractor's personnel.

5) ASSISTANT DRILLER:

i) Qualification and experience:

- (a) 3 years Diploma in Engg /B.Sc with minimum 2 (two) years' experience in Drilling/Work-over wells, out of which at least one year as Assistant Driller as on original Bid Closing Date (BCD).

OR

- (b) HS/PU (10+2) in science or ITI pass with minimum 4 (Four) years' experience in Drilling/Work-over wells, out of which at least one year as Assistant Driller as on original Bid Closing Date (BCD).

- ii) Must possess valid well-control certificate IWCF / IADC Well cap (Level-II), and should be conversant with well control methods to take independent decisions in case of well emergencies.

6) TOPMAN (TM):

i) Qualification and experience:

- (a) Class HS (10+2) /ITI with minimum 4 (four) years' experience in Drilling/Work-over wells, out of which at least two years as Top man as on original Bid Closing Date (BCD).

OR

- (b) Class X with minimum 6 (Six) years' experience in Drilling/Work-over wells, out of which at least two years as Top man as on original Bid Closing Date (BCD).

OR

- (c) Class VIII with minimum 8 (eight) years' experience in Drilling/Work-over wells, out of which at least two years as Top man as on original Bid Closing Date (BCD).

7) FLOORMAN (FM)/RIGMAN (RM):

i) Qualification and experience

- (a) Class X with minimum 2(two) years' experience in Drilling/Work-over wells, out of which at least 1(One) year as Rig Man as on original Bid Closing Date (BCD).

OR

- (b) Class VIII with minimum 3 years' experience in Drilling/Work-over wells, out of which at least 1(One) years as Rig Man as on original Bid Closing Date (BCD)

8) ROUSTABOUT:

Minimum qualification - Read up to Class-VIII with minimum 1 year Oil Field experience.

9) MASTER MECHANIC:

(i) Qualification and experience:

- (a) Diploma in Mechanical/Automobile Engg with minimum 2(two) years related experience in Drilling/Work-over wells, out of which at least 1 (one) year as Asstt. Mechanic as on original Bid Closing Date (BCD)

OR

- (b) ITI Diesel Mechanic /Fitter /Motor Mechanic with minimum 3 (three) years related experience in Drilling/Work-over wells, out of which at least one year as Asstt. Mechanic as on original Bid Closing Date (BCD)

OR

- (c) Class HS (10+2) or equivalent with minimum 5(five) years related experience in Drilling/Work-over wells, out of which at least 1 (one) year as Asstt. Mechanic as on original Bid Closing Date (BCD)
- (ii) He should be able to detect the cause of breakdown of outfit engines, pump and other engines at well site and rectify the problems.

10) RIG ELECTRICIAN:

The minimum qualification and experience of rig electrician should be as under:

- i) Shall have Diploma in Electrical Engineering from a recognized institute or university, OR shall possess a certificate in Electrical Trade, preferably with 2 yrs. course from an Industrial Training Institute recognized by the Central Govt. or State Govt.
- ii) Shall have minimum 3 years (for Diploma) or 5years (for ITI) of experience in the operation and maintenance of electrical equipment in workover/drilling rigs. He should be able to read circuits, communicate, detect and rectify faults.
- iii) Shall possess valid Electrical Workman Permit (with authorization for Parts - I & II) issued by State Licensing Board. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.3, 6, 29& 115 and Oil Mines Regulations, 2017; regulationno.114].

11) ELECTRICAL SUPERVISOR:

The minimum qualification and experience of electrical supervisor should be as under;

- i) Shall have Degree or Diploma in Electrical Engineering from

a recognized institute or university.

- ii) Shall have minimum 3 yrs. (for Degree) or 5 years (for Diploma) of experience in workover/drilling rigs. He should be confident in independently carrying out the fault-finding analysis, rectification of fault, operation and maintenance of all the electrical items of workover rig.
- iii) Must possess valid Electrical Supervisor's Certificate of Competency (with authorization for Parts -1,2,3,4&8) issued by State Licensing Board. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.3,6, 29 &115 and Oil Mines Regulations,2017; regulation no.114]

12) MUD SUPERVISOR:

(i) Qualification and experience

- (a) B.Sc in Chemistry with minimum 2(two) years experiences of handling mud system in Drilling/Work-over wells, out of which at least one year as Mud attendant as on original Bid Closing Date (BCD).

OR

- (b) Class HS (10+2) or equivalent in science or equivalent with minimum 4(four) years experiences of handling mud system in Drilling/Work-over wells, out of which at least 1 (one) year as Mud attendant as on original Bid Closing Date (BCD)

13) WELDER:

Should be provided along with the welding machine. The welder should have minimum 2 years related experience in working in drilling/ work-over wells and must be conversant of welding of casing and well head accessories. He must possess the certificate of welding trade from any recognized institute of State Govt. (One year course).

14) HEAVY CRANE / PIPE LAYER OPERATOR:

Should be provided along with the Crane. The crane operator should have a minimum of 2 years work experience in operating a heavy crane/pipe layer and possess license for driving heavy motor vehicle.

On top of the experience of the personnel as listed above, they all should be conversant with BOP drill/Fire drill as per standard oilfield practice.

NOTES:

- 1) An undertaking from all the personnel as per **Annexure-IV** should be forwarded after deployment of manpower prior to mobilization.
- 2) The personnel deployed by the contractor should comply with all the safety norms applicable during operation.
- 3) Medical Fitness:
  - The Contractor shall ensure that all of the Contractor Personnel shall have had a full medical examination prior to commencement of the Drilling operation.
  - A qualified and registered doctor shall conduct all such medical examinations in accordance with accepted medical standards.
- 4) Training Courses:
  - The Contractor shall ensure that all of the Contractor Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training etc. required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.
  - The Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
- 5) Personnel should be well versed in fire fighting, BOP control, gas testing etc.  
(In case, the above training course for contractor's personnel is to be arranged by OIL, the contractor will be charged accordingly).
- 6) Rig Manager shall be stationed at base office. In case of operational requirement, he shall visit well sites and can leave station only on specific permission of OIL.
- 7) Contractor may deploy additional manpower depending upon requirement of Workover operation.
- 8) On/off duty details of rig and associated service personnel should be indicated.
- 9) Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at well site and camp successfully.
- 10) The Contractor shall forward the list of personnel deployed in each Rig along with bio-data / qualification/ experience / track record of the personnel prior to mobilization of the Rigs with all supporting

documents. Any additional manpower deployed by the contractor shall be at the expense of the Contractor.

- 11) The age of the key personnel except Rig Manager/Rig superintendent should not be more than 50(fifty) years (supporting document to this effect should be submitted). However, OIL deserves the right to accept the personnel of above 50 years with good health conditions.
- 12) The contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the qualification and experience as indicated above. Contractor shall submit the bio-data/ qualification/ experience/ track record of the relief personnel along with recent photographs for OIL's scrutiny. Contractor will have to obtain prior approval from Company for the relief personnel of the contractor.
- 13) Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for Verification/ Identification prior to their engagement.
14. All charges for personnel are included in Day rates. No. separate charges shall be payable for the personnel deployed.

**END OF SECTION-II**

**Part-3**  
**SECTION-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.**

**1.0 DEFINITIONS:**

Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

- a. "Work over Unit" means work over rig complete with pumps, power packs, and other accessories and equipment as listed in the Contract to perform the service.
- b. "Associated services" means equipment and services, means equipment and services, asked for, along with work over unit in this bid document. These include but not limited equipment & services; camp/catering/ medical services, communication, safety & firefighting services, well control services etc.
- c. "Operating Area" means those areas in onshore India in which company or its affiliated company may from time to time be entitled to conduct drilling/Work over operations.
- d. "Operation Base" means the place or places, onshore, designated as such by company from time to time.
- e. "Site" means the land and other places, on/under/in or through which the works are to be executed by the Contractor and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Site.
- f. "Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company and listed in the Contract.
- g. "Company Representative" means Installation Manager of the Rig / DGM- Workover Operations wherever defined in this document.
- h. "Contractor's items" means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.
- i. "Contractor's personnel" means the personnel as mentioned under section terms of reference and technical specification, to be provided by

Contractor from time to time to conduct operations hereunder.

- j. "Commencement Date of Operation" means the date on which the contractor commences the work over operation at the first well under this contract.
- k. "Facility" means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.
- l. "Certificate of Completion" means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- m. "Inter-location movement" means transferring of complete Workover Unit from present well after demobilization notice is issued by the Company till the start of Workover unit operation at next location.
- n. "Workover Operation": Means all operations as generally understood for workover operations in Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this contract.

## **2.0 MOBILIZATION:**

- 2.1** The mobilization of the Work over Unit and associated services shall commence on the date of receipt of the 'letter of Award' awarding the Contract and continue until the complete Work over unit is properly positioned at the first location, rig-up of rig is completed and the Unit is ready for operation.
- 2.2** The mobilization of Workover Unit, equipment, personnel etc. should be completed by Contractor within 120 days from the 'Letter of Award' awarding the Contract. Mobilization of Workover Unit shall be deemed to be completed when Contractor's unit complete with all equipment and manpower are placed at the nominated location in readiness to commence operations as envisaged under the Contract duly certified by the Company's authorized representative.
- 2.3** Company at its discretion may allow to commence the operation without complete mobilization, however necessary deduction for short supplied items will be made as per cost evaluated by OIL.
  - (i) For any items supplied by the company rental will be calculated after amortizing the cost of the item over a period of 5 years applying 15% PTRR (Post tax rate of return). Similar deductions will also be made for short supplied items (neither supplied by company nor by the contractor).

- (ii) Deduction will be calculated based on company's determined cost, which shall be treated as final, basis of which shall provide to the contractor.
- (iii) Notwithstanding this provision for partial mobilization bidder must quote in accordance with relevant clauses for full mobilization.

**2.4 Final de-mobilization:** Workover Unit and Personnel as per the scope of work as indicated by OIL shall have to be de-mobilized by the Contractor within 21(Twenty-One) days from the date of issuance of final de-mobilization letter. However, no charges will be payable from the date of issue of the final de-mobilization notice.

**2.5** Mobilization charges will be payable after the commencement date as certified by the company.

**Note:** The succeeding day of issue of mobilization/demobilization notice shall be counted as day 1 for the purpose of Mobilization/Demobilization period.

**3.0 DURATION OF CONTRACT:** The contract shall be initially for a period of 03 (three) years from the commencement date of Operation of the Workover unit(s) with an option to extend the contract period for another 1(one) year at the discretion of Company at the mutually agreed rates, terms and condition, but with a rate not higher than the originally quoted rate. The rates, terms and conditions shall continue until the completion or abandonment of the last well until the completion of testing operation at the time of the end of the Contract.

**Note:** The duration of the contract shall be considered from the date of completion of mobilization, in case mobilization is completed within the scheduled mobilization date mentioned in the LOA/Mobilization Notice. However, in case of delay in mobilization, the duration of contract shall be considered from the scheduled mobilization date mentioned in the LOA/Mobilization Notice.

**4.0 PERFORMANCE SECURITY:**

The contractor shall furnish performance security for an amount of \_\_\_\_\_ (being 3% of annualized total contract value) within 02 (two) weeks from the date of issuance of LoA with validity of 3 (three) months beyond contract period.

## **5.0 PLACE OF ARBITRATION:**

The place for arbitration against this contract shall be Guwahati, Assam.

## **6.0 WARRANTY AND REMEDY OF DEFECTS:**

The defect liability period against this contract shall be 3 (three) months after final demobilization notice against each workover unit.

## **7.0 TERMS OF PAYMENT:**

- i. On account payment may be made, not often than monthly, up to the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.
- ii. All Invoices are to be sent to the following address:

CGM – OGPS  
OGPS Department  
Oil India Limited,  
P.O. Duliajan-786602 Dist. Dibrugarh, Assam

## **8.0 SUB-CONTRACTING:** Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract.

## **9.0 CONTRACTOR'S PERSONNEL:**

- 9.1 Except as otherwise hereinafter provided, the selection, replacement, and Contractor shall determine remuneration of contractor's personnel. Such employees shall be employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.
- 9.2 The Contractor shall appoint a Project Manager/ Co-Coordinator as the Contractor's representative who shall be in charge of Contractor's personnel/equipment and who shall have full authority to resolve all day to day matters, which arise at the site.
- 9.3 **Contractor's Personnel:** Contractor shall provide all manpower for

necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.

- 9.4 **Replacement of Contractor's Personnel:** Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by company to be undesirable.
- 9.5 Contractor shall deploy on regular basis, all category of their employee required for efficient operations.
- 9.6 In case Contractors deploying foreign nationals required for execution of all work under the Service are required to have all necessary clearances as per the Govt. of India regulations.
- 9.7 Foreign Nationals in case deployed under the service should have proper work visa as per the Govt. of India regulations.
- 9.8 Transportation of Contractor's personnel shall be the responsibility of Contractor.
- 9.9 Medical Facilities: OIL may provide services of OIL Hospital to Contractor's personnel on payment basis subject to availability.
- 9.10 Contractor shall provide standard food & services for all its own & its sub- contractor's personnel.

#### **10.0 CONTRACTOR'S ITEMS:**

- 10.1 Contractor shall provide contractor's items and personnel to perform the services under the contract as specified in this document.
- 10.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of contractor's items including spares and replenishing them as necessary.
- 10.3 Contractor shall be responsible for the maintenance and repair of all contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.
- 10.4 Contractor will provide full water requirement at rig site and campsite.

- 10.5 Contractor will provide all POL for operation of contractor's equipment both at well-site and campsite at contractor's cost. There shall be no escalation in the day rates throughout the duration of the contract including extension, if any, on account of any price increase in fuel / lubricants.
- 10.6 Contractor will provide electricity at both well-site and campsite for meeting both contractors' as well as company's requirement.
- 10.7 Zero day rates will be applicable for shutdown of rig operations on account of inadequate supply of contractor's items, including but not limited to, electricity, lubricants, water and personnel.

#### **11.0 CONDUCTING WORK OVER OPERATIONS**

- 11.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted international oilfield practices.
- 11.2 Wells shall be completed as specified in the work over program within the depth range of the rig.
- 11.3 The work over Unit and all other equipment and materials to be provided by Contractor shall be in first class working condition.
- 11.4 The work over/ Well testing program provided by company shall primarily include planning of the following:
- a) Well testing program.
  - b) Well history with perforation details, BHP etc.
  - c) Details of casing string.
  - d) Mud hydraulic program.
  - e) Cement repair program (if any).
  - f) Wire line logging program.
  - g) Drill out plug and packers (if any).
  - h) Casing repair job.
  - i) Gas and water injection program.
  - j) Wire line operation including perforation.
- 11.5 Completion of work over shall occur when the well has been killed with Brine/ Mud, carried out all the operations as per well completion policy and initial production testing carried out unless otherwise advised by Company.
- 11.6 Upon completion of a work over well, statement stating that the well has been completed in accordance with the terms of this Contract and signed

by the representatives of both Contractor and Company, will be made available to Company.

- 11.7 Operation of Work over Unit: Contractor shall be solely responsible for the operation of the Work over Unit including but not limited to supervising rig move operations and positioning and rigging up at designated location as required by Company as well as such operations as may be necessary or desirable for the safety of the Work over Unit.
- 11.8 Safety: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out, and maintain fire-fighting and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests etc. as may be required by company at prescribed intervals.

In case Contractor is found non-compliant of HSE laws as required by 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. The contractor shall be penalized @5% of the operating day rate for the period of non-compliance.

- 11.9 Contractor shall assist in performing any tests to determine the productivity of any Formation encountered as may be directed by company. Such tests and services may include, but not limited to electric logging, drill stem tests, perforation of casing, acidizing, swabbing, fracturing and acid fracturing.
- 11.10 Depth Measurement: Contractor shall at all times be responsible for keeping accurate record of the depth while lowering any string in the hole and record such depth on tally books. OIL shall have the right at any time to check measurements of the string in any manner.
- 11.11 The Contractor will maintain the well fluids in a manner satisfactory to the company. The parameter of the well fluid shall be maintained by the contractor in accordance with specifications and/or formulations set forth by the company.
- 11.12 In the event of any fire or blowout, contractor shall use all reasonable means at his disposal to protect the hole and bring the said fire or blowout under Control.
- 11.13 Adverse Weather: Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well

equipment, the Work over Unit and personnel to the fullest possible extent. Contractor and company shall each ensure that their representatives for the time being at well site, will not act unreasonably in the exercise of this clause.

**12.0 AMENDMENTS OF COMPLETION PROGRAMME:** It is agreed that contractor shall carry out work over operations, testing, completions, abandonment, if any, and all other operations, in accordance with the well completion programme to be furnished by OIL, which may be amended from time to time by reasonable modification as OIL deems fit, in accordance with good oil field practices.

**13.0 WELL POLICY:** The well completion programme may vary depending on the actual requirement at and during the time of commencement of the operation. The contractor shall be bound to obey those changes made by OIL from time to time.

**14.0 CONTRACTOR'S SPECIAL OBLIGATIONS**

14.1 It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorized to designate its representative, who shall at all times have access to the Work-over Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's representative at well site as being in charge of all company's and company designated personnel at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of work over, testing programmes, equipment and stock, inspect works performed by contractor or examine records kept at well site by contractor.

14.2 **Compliance with company's Instructions:** Contractor shall comply with all instructions of company consistent with the provision of this Contract, including but not limited to completion programme, well control, safety instructions, confidential nature of information, etc. Such instructions shall, if contractor request, be confirmed in writing by company's representative.

14.3 **WELL RECORDS:** Contractor shall keep the history of each well on the daily work over report prescribed by the Company and upon completion or abandonment of the well, deliver to Company, the original history and log book(if any), properly signed and all other data and records of every nature, relating to the completion of the well.

- a) Contractor shall also provide the following report every day at 7 am positively at the office of the GM-OGPS(WO) –
  - i) Daily work over report on IADC proforma duly certified by Company's representative along with daily record-o-graph or drillometer chart.
  - ii) Daily mud report on IADC proforma including mud stock, daily consumption and stock position of chemicals.

However, the following records should be maintained at well sites

- i) Gas testing records.
  - ii) Conditions of mud mixing facilities like guns, agitators etc.
  - iii) Daily report on P.O.L. consumption.
  - iv) Daily roster of Contractor's personnel.
- b) Contractor shall also provide the following list /reports to Company
    - i) Contractor shall maintain inventory of rig equipment & accessories at site indicating their respective models, serial Nos., vintage, specifications etc. The Contractor shall provide inventory list endorsed by Company representative and any addition & deletion of items will be intimated by Contractor to Company representative.
    - ii) All items including consumables imported under 'Nil' customs duty utilizing the Essentiality Certificates (EC) shall be recorded in the proper format indicating date of receipt, type, consumption, date of replacement etc.
    - iii) Contractor shall provide the list of the items, equipment, consumables etc. to be re-exported by them after completion of services under this Contract along with all relevant documents.

14.4 Confidentiality of Information: All information obtained by contractor in the conduct of operations hereunder, including but not limited to, depth, formations penetrated, testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of contractor shall be in force even after the termination of the Contract.

14.5 Contractor shall carryout normal maintenance of company's items at well site excepting for those items which contractor is not qualified

- to, or cannot maintain or repair, with its normal complement of personnel and equipment.
- 14.6 Contractor should provide the list of items to be imported in the format specified in **Proforma-A** for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of goods from Indian customs at concessional (nil) rate of customs duty.
- 14.7 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing Contractor's equipment/material to Work place shall be Contractor's responsibility.
- 14.8 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of demobilisation issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.
- 14.9 Contractor shall strictly comply with all statutory requirements including but not limited to following:
- (i) Comply with all guidelines under Labour Act including but not limited to:
- a) Wages of the workers working under the contract shall have to be made by the Contractor within 7<sup>th</sup> day of the following month. The payment shall have to be made in the respective Bank account of the workers and copy of the bank payment statement shall have to be submitted to Company representative by 8<sup>th</sup> of that month.
  - b) Contractor shall have to issue appointment letter and wage slip to each of the workers.
  - c) Contractor shall have to make payment to its workers complying with Minimum wage act to different class of workers, which gets revised time to time.
  - d) Contractor shall have to provide its workers UAN No. in respect of PF.

e) Contractor shall provide PPEs to its workers working under the contract.

f) Contractor will pay Bonus to its workers working under the contract as per payment of Bonus (Amendment) Act.

(ii) Comply with all DGMS statutory guidelines and OISD regulation.

(iii) Comply with all other statutory Act relevant during execution of the Contract.

## **15.0 COMPANY'S SPECIAL OBLIGATIONS:**

15.1 Company shall at its cost, provide items and services as shown in this document.

15.2 Company shall be responsible at its cost, for maintaining adequate stock levels of its items and replenishing the same as deemed necessary, unless specified to the contrary elsewhere in the contract.

15.3 **Ingress and Egress at location:** Company shall provide contractor requisite certificates for obtaining rights of ingress to egress from the locations, where Workover job is to be done, including any certificate required for permits or licenses for the movement of contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel should be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no day rate shall be payable.

## **16.0 LOSS OR DAMAGE TO HOLE:**

16.1 OIL shall be liable for the cost of regaining control of any wild well, blowout, as well as the cost of removal of debris, and indemnify contractor.

16.2 In the event, the well is damaged by dropping of any tool/ tubing/fish or any reason of wilful acts or contractor's gross negligence or other legal fault, contractors' liability shall be to carry out the operations as required for completion of the well to the reasonable satisfaction of company at contractor's cost. The fishing rate will be payable, in the event of Contractor dropping any tool/tubing/fish during the operation. However, the damaged to well is caused due to any reason of wilful acts or contractor's gross negligence or other legal fault, no

rate will be payable during the period.

**17.0 DAMAGE OR LOSS OF THE WORKOVER UNIT:**

- a) The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Work over Unit and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, Contractors and subcontractor, and Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.
- b) If the Work over Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the Work over unit(s) as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that Work over unit(s), except for its payment of monies then due or liabilities to be charged in respect of work already done under this contract in respect of that Work over unit(s).

**18.0 LOSS OR DAMAGE OF CONTRACTOR'S WORK OVER UNIT OR SUBSURFACE EQUIPMENT**

- a) Except as otherwise specifically provided in the contract, any damage to or loss, of the Drilling/Work over Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss of the Drilling/ Work over Unit or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.
- b) If the Drilling/Work over Unit or any part thereof or subsurface tools/equipment is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the Drilling/Work over Unit from operating areas to the satisfaction of the OIL. If the contractor unreasonably delays in removing the Drilling/ Work over Unit or any part thereof, the OIL may remove it and the contractor shall indemnify and reimburse OIL for all cost and

expenses incurred by OIL in connection therewith. Any expense incurred by OIL in connection with or for locating the area/price of such loss/damage and/or ascertain whether such loss/ damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to OIL.

**19.0 OIL'S EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to contractor, the contractor shall compensate OIL.

**20.0 BLOWOUT OR CRATER:** In the event any well, while carrying out work over operation hereunder, shall blowout or crater due to negligence of contractor, contractor will bear the entire cost and expenses of killing the well or otherwise bringing the well under control and shall indemnify and hold company harmless in this regard. This provision is not to be interpreted as company assuming any liability for loss of property, damages, loss of life or injuries caused by such a blowout, except as otherwise provided under the terms and conditions of the contract.

**21.0 USE OF CONTRACTOR'S EQUIPMENT:** Company shall have the right to use the drilling / Work over unit and the entire contractor's equipment provided under the contract during such times as company or both company and the contractor are engaged in bringing the well under control.

**22.0 OIL'S EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to contractor, the contractor shall compensate OIL.

**23.0 POLLUTION AND CONTAMINATION:** Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

- a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.

- b) Contractor shall assume all responsibility and liability for all pollution or contamination(attributable to the contractor), howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, blowout, cratering seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposal of oil base mud.
- c) In the event a third party commits an act of omission which results in pollution or contamination for which either the contractor or company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and company, regardless of the party for whom the job was performed and bidders liability will be limited to effluent collection point only.
- d) Contractor shall assume all responsibility and liability for erection/ installation and efficient operation of the mobile Effluent Treatment Plant, dismantling prior to ILM for next location and maintaining the sample analysis report for both solid and liquid output conforming to standard of SPCB.
- e) In the event effluent / waste pit provided by the company, getting filled up in the normal course which can be prevented by contractor, the same shall be emptied completely or partially by the contractor using disposal pumps, to avoid overflow in the neighbouring areas or alternatively the company will provide additional pits at its cost. In case pits so constructed have seepage from the walls of the pit or bund of the pit, company will take remedial action to prevent the same at its cost.
- f) Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by the Contractor at well site. Contractor shall sort out the noise/sound pollution with the third party either by minimizing sound/noise pollution with technological means or by compensating the affected people practicing the system and procedure followed by OIL. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.

**24.0 DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the entire Workover package, Tools/ Equipment / Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean

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

- 24.1 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.
- 24.2 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/ rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
- 24.3 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if

any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

**25.0 CONFIDENTIALITY:** Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling/Workover operations, including, but not limited to, formations penetrated, results of coring, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

25.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.

25.2 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Unit to another sphere.

25.3 Contractor shall forbid access to the Workover Unit to any people not involved in operations or not authorized by the company to have access to the Workover Unit, however, this provision is not applicable to any Government and/or police representative on duty.

**26.0 RIGHTS AND PRIVILEGES OF COMPANY:** Company shall be entitled:

26.1 To check the Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per Section II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.

26.2 To change the drilling locations, programme, mud programme, well depths to complete or abandon any well at any time.

26.3 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by contractor. Sub-contract may be entered into by contractor only after Company's approval.

26.4 To check, at all times, contractor's stock level, to inspect contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

26.5 To order suspension of operations while and whenever:

- (i) Contractor's personnel is deemed by company to be not satisfactory, or
- (ii) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
- (iii) Contractor's equipment and practices turns into a danger to personnel on or around the rig or to the well, or
- (iv) Contractor's insurance in connection with the operations hereunder is found by company not to conform with the requirements set forth in the contract.
- (v) Contractor fails to meet any of the provisions in the contract.
- (vi) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

26.6 To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.

**27.0 EMERGENCY:**

27.1 Without prejudice to clause 18.0 hereof company shall be entitled in emergency (the existence of which shall be determined by company) at its own discretion, to take over the operations of the Workover unit, direct contractor's personnel in the event that company's interest will demand so. In such case, company will notify contractor of its action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.

27.2 In such event, company shall pay contractor in accordance with the terms of the contract as if contractor was carrying out the operations.

27.3 All operations so conducted shall remain at the risk of contractor to the extent contractor is covered by insurance. When the well has been completed or when the conduct of the operations has been returned to the contractor, the equipment shall again be put at contractor's disposal in the same condition as at the time the operations were taken over by company, taking into account normal wear and tear and any inherent defects at the time of taking over by the company.

**28.0 HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

**29.0 DEFICIENCY:** In the event of the contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out in Section II, Clause 7.18, N, the penalty shall be levied at the following rates.

FAILURE	PENALTY
a) Failure to provide Rig Manager and tool pusher / Tour Pusher	At the rate of 5% of the operating day rate for the period of non-availability of the Rig Manager/Tour/Tool Pusher separately in each case.
b) Failure to provide Driller/HSE Officer and Asstt. Driller.	At the rate of 3% of the operating day rate for the period of non-availability of the Driller/HSE Officer and Asstt. Driller separately in each case.
c) Failure to provide other key personnel excepting those mentioned in 'a' & 'b' above.	At the rate of 3% of the operating day rate for the period of non-availability of each key personnel excepting those mentioned in 'a' & 'b' above.

**NOTE:**

1. The above penalty rates are applicable for the first five days. In case more than one key personnel are not available at a time, penalties applicable for such personnel will be levied simultaneously.
2. Beyond 5 days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.
3. Contractor will be paid for zero rate if operation is suspended for non- availability of key personnel.

**30.0 INTER-LOCATION RIG MOVE STANDARD**

**30.1** Rig movement time for a distance upto 50 (Fifty) Kms will be six (6) days. For more kilometerage, the time allowed shall be in proportions of one (1) day for each 50 KM or part thereof. For Cluster location, rig movement time shall be limited to 3 days.

- 30.2 The time for inter-location movement suspended by force majeure, shall be extended by the period for which the Force majeure conditions last. No day rate will be payable for extended period due to force majeure conditions.
- 30.3 The ILM charge shall be discounted by 5% for each day's delay beyond the standard, as stipulated in 28.1 and 28.2, of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.

### **31.0 PREVENTION OF FIRE AND BLOWOUTS**

- 31.1 Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent the fire and blowouts to protect the hole. The Contractor shall be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor shall inform the Company's Representative about the well condition and finally well shall be killed after mutual discussion with Company's representative.
- 31.2 Contractor shall test the BOPs by making pressure test atleast once in every 7 days or such time as instructed by the Company Representative. However, the testing procedure and frequency must comply with the Mines Rule. Contractor shall record results of all such tests in the daily work over report.

- 32.0 **DISCIPLINE**: The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

### **33.0 EFFLUENT PIT BUNDS**:

- i. Regular checks are to be made to ensure that there are no leakage/seepage/overflow of effluents from the pit into the surrounding areas.

- ii. The bunds/walls of the effluent pit are to be checked by Contractor for any breaches during the operation. Any imminent breach of effluent bunds and walls shall be informed by Contractor to Company's representative in time for taking corrective measures. In the event of any damages to the effluent pit and its bunds and walls including the surrounding area due to delayed information by Contractor to Company, Contractor shall be responsible.

**34.0 COLLECTION OF USED/ BURNT LUBE OIL:** The used lube oils are to be collected separately in drums. Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately.

**35.0** 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.

**36.0** Any permission from the Mines Directorate in connection with working in excess of 8 (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 Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

**37.0** 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.

**38.0** Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:

- (i) Approval from DGMS/ DDMS for shift patterns in excess of 8 hours.
- (ii) Total manpower list.
- (iii) License/ certificate from specified electrical authorities for the rig and camp electrical personnel, if required.
- (iv) All certificates as per applicable laws including Mines Acts.
- (v) Regional Labour certificate, if required.

**39.0      WAIVERS AND AMENDMENTS:** It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

**40.0      WATER MANAGEMENT:**

- i.        Strict control has to be made in on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.
- ii.       The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.
- iii.      Arrangements have to be made for pumping effluents into the nearest drypit in case of emergency.

**41.0      RECORD OF PERSONNEL PROTECTIVE EQUIPMENT (PPE):**

- (i)       Contractor shall issue PPE regularly to its personnel and a register shall be maintained at well site with endorsement by employee and indicating date of issue/ replacement etc.
- (ii)      However, when a PPE is damaged during its legitimate use, it shall be immediately replaced by the contractor.
- (iii)     Depending upon the risk, suitable protective equipment including eye protectors, ear protection, gloves and aprons.
- (iv)      Contractor shall at all times maintain a sufficient stock of PPE in order to ensure immediate supply as and when need for the same arises.

**42.0      MoEF [Ministry of Environment & Forest] GUIDELINES:**

The overall noise level in and around the operational areas shall have to be kept within the standards by providing noise control measures including acoustic hoods, silencers, enclosures on all sources of noise generation. The ambient noise level shall conform to standards

prescribed under EPA rules, 1989 that is 75 dBA (daytime) and 70 dBA (night time).

#### **43.0 PAYMENT OF WAGES:**

- a) The Service Provider must make the Wages to all the personnel/Manpower deployed under the contract as per the Minimum wages act and it should be strictly adhered to the prevailing minimum wages as declared and made applicable from time to time by statutory authorities.
- b) Contractor shall ensure that payment to personnel under the contract is made in compliance with minimum wage as per Mines (gypsum, barytes, etc. mines) Act of Govt. as revised from time to time as per categorisation.
- c) Contractor shall pay an additional allowance of Rs.2250/- (Rupees Two Thousand Two Hundred Fifty Only) per person per months for unskilled, semiskilled, skilled and highly skilled key personnel in addition to the minimum wages as per the mines (gypsum, barytes etc.) rate.
- d) All wages to the personnel should be made by 10th of each month and in case payments are not made regularly, subsequent invoices might be kept on hold.
- e) Wage slip to all the personnel deployed under the contract to be issued as per the - THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971, Chapter VII, Section 78(1)(b) vide Form XIX.
- f) Employment card as per the CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971, vide form XIV.

#### **44.0 IDENTITY CARDS:**

The Contractor shall have to arrange for 'photo gate-passes', 'vehicle-passes', etc. for all his personnel, vehicles, etc. for working inside the installation and Township area premises, at his own cost and as per the rules of OIL and Security Guidelines including police verification.

#### **45.0 GENERAL HSE POINTS:**

- 45.1** 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.

- 45.2 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.
- 45.3 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.
- 45.4 Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- 45.5 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.
- 45.6 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.
- 45.7 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.
- 45.8 The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.
- 45.9 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.

- 45.10 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.
- 45.11 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.
- 45.12 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.
- 45.13 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.
- 45.14 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.
- 45.15 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.

- 45.16 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).
- 45.17 Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
- 45.18 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- 45.19 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.
- 45.20 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/O<sub>2</sub>/CO/H<sub>2</sub>S) and FLP torch light to be made available at site.
- 45.21 The Contractor's personnel should be aware about the existing as well as probable hazards and ensured 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.

- 45.22 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.
- 45.23 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.
- 45.24 The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.
- 45.25 OIL will communicate all information to the Contractor or his authorized representative only.
- 45.26 The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- 45.27 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.
- 45.28 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 ensured their training to tackle such untoward events by the Contractor.
- 45.29 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.

- 45.30 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.
- 45.31 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 to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
- 45.32 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).
- 45.33 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.
- 45.34 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.
- 45.35 Barricading of area to be done with reflecting tapes as applicable during work.
- 45.36 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.
- 45.37 The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
- 45.38 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.

- 45.39 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.
- 45.40 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.
- 45.41 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.
- 45.42 Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
- 45.43 Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.
- 46.0 HSE POLICY:** The contractor shall forward HSE policy to the Company along with the bid. On award of contract, the contractor shall submit comprehensive HSE manual & procedure and HSE plan for approval of OIL.
- 47.0 EMERGENCY RESPONSE PLAN:** The contractor shall maintain Rig Specific Emergency Response Plan (ERP) for onsite. The contractor shall also maintain risk register.
- 48.0 GOODS AND SERVICES TAX:**
- 48.1** 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.

**48.2** “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.

**48.3** 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.

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

**48.5** 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.

**48.6** 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.

- 48.7** 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.
- 48.8** 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.
- 48.9** 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.
- 48.10** 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.
- 48.11** 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.
- 48.12** 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.
- 48.13** 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.

- 48.14** 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.
- 48.15** 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.
- 48.16** 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 the right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 48.17** 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.
- 48.18** 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.
- 48.19** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 48.20** 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.
- 48.21** 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.
- 48.22** 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.

- 48.23** 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.
- 48.24** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 48.25** 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.
- 48.26** 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.
- 48.27** 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.
- 48.28** 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.
- 48.29** Documentation requirement for GST

The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any Invoice issued shall contain the following particulars:

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

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

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

#### **48.30 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.

**48.31** 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.

**49.0 CUSTOMS DUTY:**

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

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

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

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

**49.4** However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary

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

49.5 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.

49.6 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.

## **50.0 NOTICES:**

50.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

**Company**

a) **For contractual matters**

GM (Contracts)  
OIL INDIA LIMITED  
PO DULIAJAN - 786602  
ASSAM, INDIA  
Fax No. 91-374-2803549  
Email: contracts@oilindia.in

b) **For technical matters**

CGM (OGPS)  
OIL INDIA LIMITED  
PO Duliajan - 786602,  
Assam, India  
Email:  
OilandGasProductionServices@oilindia.in

c) **Contractor**

\_\_\_\_\_

\_\_\_\_\_

Fax No.:

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

**END OF SECTION-III**

**Part-3**  
**SECTION-IV**  
**SCHEDULE OF RATES (SOR)**

The bidders must quote the following rates in their priced bids as per the format given in Proforma-B.

**1.0      MOBILIZATION CHARGES (ONE TIME LUMP SUM CHARGES) (M)**

In case the rig package is contemplated to be mobilized partly or fully from outside India then the breakup of the mobilization charges to 1st location must be furnished separately.

- a) Mobilization charges "M" should include mobilization of equipment and manpower for 1(one) work over rig.

(Equipment includes self-propelled mobile work-over rig under Clause No. 7.1 of Section-II, well servicing pump, source water pump, CEMENTING PUMP, pump for filter & blender unit under & Pump set for evacuation of production Tank under Clause No. 7.2 of Section-II, generating set under Clause No. 7.3 of Section-II, tankages under Clause No. 7.4 of Section-II, suction & delivery system under Clause No. 7.5 of Section-II, lighting system under Clause No. 7.6 of Section-II, other equipments under Clause No. 7.7 of Section-II, handling tools under Clause No. 7.8 of Section-II, Fishing tools under Clause No. 7.9 of Section-II, BOP under Clause No. 7.10 of Section-II, BOP Control unit under Clause No. 7.11 of section-II, Welding Machines (one set against each rig) against clause no. 7.12 of Section - II, one no 40 MT crane (one no against each rig) against clause no 7.13 of Section – II, Safety devices under Clause No. 7.14 of Section-II, Tubulars and cross over subs (one lot against two rigs) against clause no 7.16 a of Section - II, , one no Light truck (against two rigs) against clause no. 7.16 b of Section - II, OTHER SERVICES TO BE PROVIDED FOR EACH RIG OPERATION as per clause no.7.17 where Man power under Clause No. 7.17 M of Section-II)

- b) Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize to the first location.
- c) The first location will be in and around Duliajan, Assam.
- d) Total 01(One)/02 (Two) work-over rigs shall be mobilized by the Contractor and accordingly mobilization charges shall be paid upon completing mobilization of each rig.

**NOTE:** Mobilization charges "M" should not exceed 7.1/2% of 50% of TCRO (i.e. the total estimated charges for operation of each rig for 03 years).

## **2.0 DEMOBILIZATION CHARGES (LUMP SUM) (D)**

For each rig package from last drilling location

- a) Demobilization charges "D" should include demobilization of all equipment and manpower attached with 1(one) work-over rig.

(Equipment includes self-propelled mobile work-over rig under Clause No. 7.1 of Section-II, well servicing pump, source water pump, CEMENTING PUMP, pump for filter & blender unit under & Pump set for evacuation of production Tank Clause No. 7.2 of Section-II, generating set under Clause No. 7.3 of Section-II, tankages under Clause No. 7.4 of Section-II, suction & delivery system under Clause No. 7.5 of Section-II, lighting system under Clause No. 7.6 of Section-II, other equipments under Clause No. 7.7 of Section-II, handling tools under Clause No. 7.8 of Section-II, Fishing tools under Clause No. 7.9 of Section-II, BOP under Clause No. 7.10 of Section-II, BOP Control unit under Clause No. 7.11 of section-II, Welding Machines (one set against each rig) against clause no. 7.12 of Section - II, one no 40 MT crane (one no against each rig) against clause no 7.13 of Section - II, Safety devices under Clause No. 7.14 of Section-II, Tubulars and cross over subs (one lot against two rigs) against clause no 7.16 a of Section - II, , one no Light truck (against two rigs) against clause no. 7.16 b of Section - II, OTHER SERVICES TO BE PROVIDED FOR EACH RIG OPERATION as per clause no.7.17 where Man power under Clause No. 7.17 M of Section-II)

- b) Total 01(One)/02 (Two) work-over rigs shall be mobilized by the Contractor and accordingly de-mobilization charges shall be paid upon demobilization of each rig.

## **3.0 OPERATING DAY RATE (Per 24 Hrs. day) (OC)**

The Operating Day rate will become payable from the time the Rig is rigged up and made ready for killing the well, until the rig is released for movement to the next location during the following operations:

- (a) Tripping with Contractor's/ Operator's drill pipes/ tubings.
- (b) Circulating with kill fluid
- (c) Making up and breaking down drill pipes, drill collars tubing and other tubulars
- (d) Drilling out/ Clean out cement, Bridge Plug, Collar and Shoe
- (e) Milling/ Cleaning jobs with Mud Motor
- (f) Fishing operations
- (g) Casing running-in/ Pulling-out and cementation
- (h) Mixing or conditioning mud with Contractor's drill pipe in the hole.
- (i) Swabbing operations
- (j) Retrieving casing

- (k) Any other operations as required for well completion
- (l) Assembling and dis-assembling of BOP and well head hook-up.

**4.0 STANDBY DAY RATE (Per 24 Hrs. Day) (70% of OC)**

The Standby day rate shall be 70% of the operating day rate.

The Standby rate will be payable under the following conditions:

- A. Waiting on cement
- B. Electric logging and wire line operations (both open and cased hole)
- C. Production testing
- D. Waiting on order
- E. Waiting on Company's equipment, materials and services.
- F. For all time during which the Company at its option may suspend operations.
- G. Waiting for daylight for certain production testing operation.

**5.0 REPAIR DAY RATE (Per 24 Hrs. day) (60% of OC)**

- a. The Repair Day rate shall be payable when operations are suspended due to break-down or repair of Contractor's equipment.
- b. The Contractor shall be paid repair day rate to a maximum of 30 cumulative hours per calendar month. Beyond the aforesaid 30 hours, no day rate will be payable until operations are resumed, at which time the applicable rate shall again come into force.
- c. This clause shall, however, not be applicable for routine inspections/ lubrications. The time for regular inspection/ lubrication is limited to 30 minutes for each shift.
- d. Payment towards rig repair day rate shall be 60% of the operating day rate.

**6.0 FISHING DAY RATES (Per 24 Hrs. day)**

- a) These rates are applicable in the event of Contractor fishing / dropping any tool/tubing/tubular/fish during the operation. This includes fishing due to mud cut/metallurgical problem of contractor's tools / tubulars. However, if fish occurs at the tubulars or BHA of OIL – not attributable to the Contractor, fishing day rate shall not be applicable during the fishing period. Operating Day Rate shall be payable.
- b) During the restoration/fishing jobs through work-over rig following day rates shall be applicable:
  - i) For 1st 15(fifteen) days - 50% of OC

ii) For the 16th to 30th day - 25% of OC

iii) From 31st day till completing/suspending fishing job- Zero rate

**7.0 INTER LOCATION MOVE RATE:**

a) Depending on the distance between the locations, separate rates will be applicable as mentioned below:

i) Fixed Charge (Lump sum) per rig move up to 50 KM	(LA)
ii) Kilometrage charges for rig movement in excess of 50 KM. This will be in addition to lump sum rate for ILM up to 50 KM as mentioned in 'i' above	(LB)
iii) Fixed Charge (Lump sum) for Cluster location. The spacing between wells at surface in cluster well plinth is around 15m or more	(LC)

b) Inter location movement operation will start from the moment the Company releases the Work-over Rig unit for rig down at previous location. Rig & all materials including the additional and optional items, if any, are to be transferred after rig down and rig up at the next location is completed and the well is ready for killing after preparation of killing fluid. The inter-location movement of Rig package should be completed within the period as specified under special terms and conditions.

c) The Inter location movement operation will include the clearing of the Work-over location off all materials, rig parts and made free from all pollutants.

d) No day rate under Para 3.0, 4.0, 5.0, 6.0 & 8.0 hereof will be payable when inter-location move rate is applicable. However, if ILM needs to be suspended by Company due to reasons not attributable to Contractor, 'Standby Day Rate' shall be payable to Contractor for this suspended period. For suspension of ILM, Company shall issue notice to Contractor and also shall advise for resumption of ILM.

**8.0 FORCE MAJEURE DAY RATE (Per 24 Hrs. day) (50% of OC)**

a. The Force Majeure Day Rate shall be payable during the first 15 days period of force majeure. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

b. Payment towards force majeure day rate shall be 50% of operating day rate.

**9.0 ZERO RATE & PENALTY:** 'Zero Rate' shall be applicable including but not limited to following situation:

- (i) The Contractor shall have to bear the responsibility for their employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's. In case there is any disruption of work at the well site under such conditions as stated above, the Contractor shall be paid at "Zero" rate during the affected period. All environmental issues arising out of Contractor's internal matters shall have to be resolved by Contractor within 72 Hrs. During this period "Zero rate" shall be applicable. Beyond 72 Hrs., penalty shall be levied on Contractor at the rate of 50% of Operating day rate per 24 Hrs. and at Pro-rata basis in addition to the zero rate
- (ii) Contractor shall be paid zero rates if operation is suspended for non-availability of key personnel.
- (iii) Proper Check-up/ maintenance/ lubrication equipments and machineries maintenance schedule and procedure are the essence of the contract. Zero rates shall be applicable for entire period of shut down if cause of break down is attributed to Contractor's negligence and deficiency beyond the allowable 'Rig repair' period.
- (iv) 'Zero Rate' shall be applicable during the fishing period, if 'FISH' occurs due to negligence of the Contractor's personnel. Zero rates shall be applicable from the time of occurrence of 'FISH' till resumption of normal operation after fish recovery or till decision to abandon the well.
- (v) 'Zero Rate' shall be applicable if contractor failed to carry out continuous operation due to sound/noise pollutions.

**10.0 CHARGES FOR CATERING SERVICES:**

Contractor shall provide catering services to Company's personnel and to various Service Providers of OIL as and when required on chargeable basis. Payment against the catering services shall be made at the rate of Rs. 400.00 (Rupees Four Hundred only) per person per day with following details:

- (i) Breakfast : Rs. 60.00 per day per person.
- (ii) Lunch : Rs. 150.00 per day per person.
- (iii) Evening tea/snacks : Rs. 40.00 per day per person.
- (iv) Dinner : Rs. 150.00 per day per person.

Following minimum items shall have to be included in the catering services:

- (i) Breakfast: Bread/butter/Egg OR puri sabji OR equivalent with milk/tea
- (ii) Lunch: Rice/Roti, quality dal and sabji, One non-veg item OR Veg special, pickle. Papad etc.
- (iii) Evening tea/snacks: Quality snacks like pakoda/veg chops etc. with Tea.
- (iv) Dinner: Rice/Roti, quality dal and sabji, One non-veg item OR Veg special, pickle, Papad etc.

Food arrangement for Company's personnel and to other Service Providers of OIL shall be arranged by the Contractor with prior intimation only.

**END OF SECTION-IV**

**END OF PART-3**

**&&&&**

**Form-1**

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

**WORKOVER RIG INSPECTION CERTIFICATE**

**(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)**  
**(TO BE ISSUED BY MANUFACTURE FOR NEW UNUSED RIGS)**

The following rig and equipment shall be manufactured and supplied as per details below:

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>	
1.0	Name of the Manufacturer		
2.0	Buyers details (detailed address, telephone & Fax No)		
3.0	Readiness / availability of rig for inspection.		
4.0	Details of rig / equipment	Details of rig / equipment offered	Whether meets the tender specification
4.1	(a) Mast: Make: Model: Capacity in MT: Height from ground level (in Ft): (b) Sub structure: Capacity in MT: Height from ground level (in Ft):		
4.2	Rig engine: Nos. of engine: Make : Model: H.P.:		
4.3	Draw works: Make: Model: H.P.:		
4.4	Rotary systems: Make: Model: Static and rotating capacity (in MT): Rotary Table opening in inch:		
4.5	Tackle system: Make : Model: Capacity in MT:		
4.6	Swivel: Make: Model: Capacity in MT: Pressure rating (kg/sq.cm)		

\*\*\*\*\*

**Form-2**

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

**WORK-OVER RIG INSPECTION CERTIFICATE**

**(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)  
(TO BE ISSUED BY BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/ABS)**

**FOR OLD RIGS (IFB No: \_\_\_\_\_)**

The following rig and equipment were inspected physically on \_\_\_\_\_ (date) and certified as under:

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>			
1.0	Identification No. of rig				
2.0	Current location of the rig (detailed address telephone & Fax No.				
3.0	Present owner of the rig (Detailed address, telephone & Fax No.)				
4.0	Details of rig / equipment inspected	Details of rig/equip- ment offered with ID No.	Whether meet the tender specification	Year of manufa cture	Residu al life
4.1	(a) Mast Make: Model: Capacity in MT: Height from ground level(in Ft): (b) Sub Structure: Capacity in MT: Height from ground level (in Ft):				
4.2	Rig engine: Nos. of engine: Make: Model: H.P.:				
4.3	Draw works: Make: Model: H.P.				
4.4	Rotary systems: Make: Model: Static and rotating capacity (in MT): Rotary Table opening (in Inch)				

4.5	Tackle system: Make: Model: Capacity in MT:				
4.6	Swivel: Make: Model: Capacity in MT: Pressure rating (Kg/sq.cm):				
4.7	Kelly: Make: Model: Size: Shape: Pressure rating (Kg/sq.cm):				
4.8	Trailer / Carrier: Make: Model: Front / Rear axle (Nos.) Capacity:				
4.9.1	BOP: Make : (Cameron/ Shaffer / Hydril): Model: Pressure rating: Double Ram/Two Stack BOP with one set Shear cum Blind ram & one set Pipe ram: Manual control : (Y/N)				
4.9.2	BOP Control unit: Make: Hydraulic operated: (Y/N)				
4.10.1	Mud pump: Make: Model: Max Pressure rating: Discharge rate at specified pressure				
4.10.2	Mud pump engine: Make: Model: H.P.				
4.11	Overall rig (1) Type i. Mobile-self propelled / trailer mounted / Ext propelled. ii. Electric / Diesel Engine powered.				

	(2) Under structure clearance below rotary (in ft):				
5.0	Refurbishment, if any, with date and details of refurbishment.				

The rig after due inspection, is found in good operating / working conditions.

(Signature with name and designation)

**Note:**

- (1) For the rig / equipment already in existence, the above certificate shall be given by third party inspection agency namely BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/ABS on their letter head in original. Certificate from other agencies shall not be accepted.
- (2) Third party Inspection should be carried out on or after the date of sale of tender document and original inspection documents should be submitted along with the techno-commercial bid.

**&&&&**

**PROFORMA FOR BIO DATA OF KEY PERSONNEL**

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY  
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATIONS
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER
11. DETAILS OF PROFESSIONAL CERTIFICATE, LICENSE, ETC. WITH VALIDITY

AFFIX self-  
attached  
PASSPORT  
SIZE  
PHOTOGRAPH

Signature & Name of personnel

Seal of Bidder

Sig., Name & Designation of bidder

**NOTE:**

1. *Attach copies of following documents:*
  - Identity Proof (Driving licence/Voter card/Aadhar card/Pan card/Passport)
  - Date of Birth Proof
  - Proof of educational qualification
  - IWCF certificate (Rig Manager / Rig Superintendent, Tool Pusher, Tour Pusher / Night Tool Pusher, Driller & Asst. driller)
  - Medical Fitness Certificate in Form 'O' (as per The Mines Act 1952).
  - valid electrical workman permit (Part I & II) issued by Assam Licensing Board, Govt of Assam.

In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference (Section-II) and shall submit their credentials along with their recent photographs to Company for Identification/Verification.

**ANNEXURE-IV**

**PROFORMA UNDERTAKING FROM CONTRACTOR'S PERSONNEL**

I \_\_\_\_\_ S/o \_\_\_\_\_ having permanent residence at \_\_\_\_\_ Dist. \_\_\_\_\_ am working with M/s. \_\_\_\_\_ as their employee. Now, I have been transferred by M/s. \_\_\_\_\_ for carrying out the contract job under Contract No. \_\_\_\_\_ which has been awarded in favour of my employer M/s. \_\_\_\_\_.

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

I am an employee of \_\_\_\_\_ for all practical purposes and there is no privacy of Contract between OIL and me.

Place:

Date:

Signature \_\_\_\_\_

NAME:

DESIGNATION:

Signed in presence of following:

1. SIGNATURE:  
NAME:  
  
DESIGNATION:
2. SIGNATURE:  
NAME:  
  
DESIGNATION

Seal of Bidder

Sig., Name & Designation of bidder

**RESPONSIBILITY MATRIX****EQUIPMENT AND SERVICES TO BE FURNISHED BY  
CONTRACTOR OR COMPANY (OIL) FOR One/Two WORK OVER  
RIGS**

The equipment machinery, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided at the location by OIL or Contractor and the expenses of OIL or Contractor as designated hereunder by 'X' mark in the appropriate column:

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contract or	OIL
I. EQUIPMENT:					
1.	Work over Unit complete with safety, hoisting, rotating & maintenance equipment according to international practice	X		X	
2.	BOP, its attachments & spares	X		X	
3.	Choke & kill unit & connections	X		X	
4	All Substitute	X		X	
5.	All Fishing tools as listed & their spares	X		X	
6.	a) Handling Tools for Drill pipe, tubing Drill collar, and other tubular (Elevators, Slips etc.)	X		X	
7.	Welding machine for normal operation with requisite electrodes	X		X	
8	Base/ Well site camp complete in all respect i.e. furniture / fixture etc.	X		X	
9.	Well Logging Unit & Tools & Services for Logging Operations		X		X
10	Safety equipment including fire fighting equipment	X		X	

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contract or	OIL
11.	Shut in valves	<b>X</b>		<b>X</b>	
12.	a) Crane for all work over & other operations. b) Sufficient number of vehicles for inter-location movement c) Trailer with articulated tractor d) 40 Ton crane e) Truck to lift chemicals f) Vehicles to lift bits g) Vehicle to lift casing, tubing, well head etc.	<b>X</b>  <b>X</b>  <b>X</b> <b>X</b> <b>X</b> <b>X</b>	      <b>X</b>	<b>X</b>  <b>X</b> <b>X</b> <b>X</b> <b>X</b> <b>X</b>	      <b>X</b>
13	Equipment required for supplying water as per contract specification at work over site and camp	<b>X</b>		<b>X</b>	
14	Equipment required for generating electricity at the site, camp	<b>X</b>		<b>X</b>	
15	Rig lighting	<b>X</b>		<b>X</b>	
16.	Lines / Chicksan / Fittings	<b>X</b>		<b>X</b>	
17.	Mud making/loading facilities at well site complete with reciprocating / centrifugal pumps, prime movers, hoppers tankages etc.	<b>X</b>		<b>X</b>	
18.	Tankages inclusive of acid and water storage tanks	<b>X</b>		<b>X</b>	
19.	Potable/drinking water, permanent provision at well site & camp	<b>X</b>		<b>X</b>	
20.	BOP control unit	<b>X</b>		<b>X</b>	
21	Well control accessories	<b>X</b>		<b>X</b>	
22.	Drill pipe, drill collar	<b>X</b>		<b>X</b>	

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contract or	OIL
23.	Crossover substitutes of all sizes	<b>X</b>		<b>X</b>	
24.	Kelly	<b>X</b>		<b>X</b>	
25.	All sizes & capacity of elevators, slips, tongs, clamps, (manual & hydraulic)	<b>X</b>		<b>X</b>	
26.	Elevator links	<b>X</b>		<b>X</b>	
27.	Hydraulic winch (s)	<b>X</b>		<b>X</b>	
28.	Junk subs, impression blocks etc.	<b>X</b>		<b>X</b>	
29.	All sizes of casing scrapper	<b>X</b>		<b>X</b>	
30.	Tubing Circulating heads	<b>X</b>		<b>X</b>	
31.	Rig warehouse	<b>X</b>		<b>X</b>	
32.	Complete sets of tools and wrenches	<b>X</b>		<b>X</b>	
33.	Flow nipple and flow branch	<b>X</b>		<b>X</b>	
34.	Hydraulic power tubing tong	<b>X</b>		<b>X</b>	
35.	Tubing spinner	<b>X</b>		<b>X</b>	
36.	Store house	<b>X</b>		<b>X</b>	
37.	All rig instruments as per OMR 1984 & Recorder	<b>X</b>		<b>X</b>	
38.	Mud motors and spares	<b>X</b>		<b>X</b>	
39.	Fishing equipment & spares other than those mentioned in section –II (TOR)		<b>X</b>		
40.	Air, water electricity, fuel (HSD) and all lubricants	<b>X</b>		<b>X</b>	
41.	Accommodation for contractor personnel	<b>X</b>		<b>X</b>	
42.	Communication equipment as mentioned in the contract	<b>X</b>		<b>X</b>	
43.	Equipment and services not heretofore designated but required by contractor for normal operations	<b>X</b>		<b>X</b>	

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contract or	OIL
44.	Equipment not heretofore designated but necessary to fulfil OIL's instruction		<b>X</b>		<b>X</b>
<b>II. CONSUMABLES</b>					
1.	Fuel for Work over Rig, all vehicles & entire Contractor's equipment including camp	<b>X</b>		<b>X</b>	
2.	Grease, Lube oil, Cleaning solvent & for all Contractor's equipment including accumulator charging gases (also for OIL's designated equipment on reimbursement basis)	<b>X</b>		<b>X</b>	
3.	Tubing thread lubricant & locking compound	<b>X</b>		<b>X</b>	
4.	Mud chemicals and mud additives		<b>X</b>		<b>X</b>
5.	Salt & Chemicals for preparation of brine water during production testing		<b>X</b>		<b>X</b>
6.	Welding consumables	<b>X</b>		<b>X</b>	
7.	All BOP consumables including ring joint gaskets	<b>X</b>		<b>X</b>	
8.	Spares for work over rig and accessories	<b>X</b>		<b>X</b>	
9.	Regular replacement of consumables of Contractor's equipment.	<b>X</b>		<b>X</b>	
10.	Maintaining adequate stock of consumables	<b>X</b>		<b>X</b>	
11.	Mud motor spares	<b>X</b>		<b>X</b>	
12.	Fishing equipment, spares as per contract	<b>X</b>		<b>X</b>	
13.	Replacement of Contractor's transport fleet as and when necessary	<b>X</b>		<b>X</b>	

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contract or	OIL
14.	Fuel Lube oil and spares for transport fleet as and when required	<b>X</b>		<b>X</b>	
15.	First Aid & medicine	<b>X</b>		<b>X</b>	
16.	Food	<b>X</b>		<b>X</b>	
17.	Materials required for up-keepment of health and hygiene	<b>X</b>		<b>X</b>	
18.	i) Materials required for control of pollution ii) Materials required for control of sound/ noise pollution	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
19.	Civil Engineering materials for a) Camp maintenance  iii) Well site plinth maintenance	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
20.	Replacement of electrical fittings as & when necessary	<b>X</b>		<b>X</b>	
21.	Spares & consumables for communication equipment	<b>X</b>		<b>X</b>	
22.	Replacement, spares & consumables for fire- fighting equipments	<b>X</b>		<b>X</b>	
23.	Painting of mast & substructure as and when necessary as per colour coding to be informed by OIL	<b>X</b>		<b>X</b>	
24.	All sizes of bits as and when necessary		<b>X</b>		<b>X</b>
25.	All sizes of mill	<b>X</b>		<b>X</b>	
26.	All kinds of chemical as and when necessary		<b>X</b>		<b>X</b>
27.	Consumables not heretofore designated but required by Contractor in normal operation or needed for the maintenance of Contractor's equipment	<b>X</b>		<b>X</b>	
28.	Consumables not heretofore spelt out but necessary to fulfill OIL's		<b>X</b>		<b>X</b>

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contract or	OIL
	instructions				
29	Water for operation at well site	<b>X</b>		<b>X</b>	
30	Supply of LDO / LWC for mud preparation		<b>X</b>		<b>X</b>
<b>III. SERVICE AND PERSONNEL</b>					
1.	Transportation of OIL's equipment & consumables attached to the rig	<b>X</b>		<b>X</b>	
2.	Handling (loading & unloading) and storage of OIL's, Contractor's & subcontractor's materials at work overwell site	<b>X</b>		<b>X</b>	
3.	Transportation of entire Work over with accessories between locations (inter-location move)	<b>X</b>		<b>X</b>	
4.	Inter-location movement of Company's equipment attached with the rig	<b>X</b>		<b>X</b>	
5.	Transportation of personnel				
	a) Of OIL (Based at camp)		<b>X</b>		<b>X</b>
	b) Of Contractor	<b>X</b>		<b>X</b>	
6.	Collection of bits, light consumables and transportation of same including handling to well site.	<b>X</b>		<b>X</b>	
7.	a) Site preparation (levelling, base, wasterpits, cellar pit, access roads according to the general lay out requirements of Contractor ingress and egress)		<b>X</b>		<b>X</b>
	b. Maintenance of well site plinth & well site approach road		<b>X</b>		<b>X</b>
	c) Store facility for bit and chemicals and other consumable at				
	i) Well site	<b>X</b>		<b>X</b>	

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contract or	OIL
	ii) At Intermediate site	<b>X</b>		<b>X</b>	
	d) Erection and dismantling of Panelfencing at well site		<b>X</b>	<b>X</b>	
8.	Communication system (as specified in the IFB)	<b>X</b>		<b>X</b>	
9.	Cementing & cementing Services		<b>X</b>		<b>X</b>
10.	Water for drilling cementing and production testing	<b>X</b>		<b>X</b>	
11.	Mud services facilities	<b>X</b>		<b>X</b>	
12.	Well head, control systems and their installation	<b>X</b>		<b>X</b>	
13.	Tripping of tubular	<b>X</b>		<b>X</b>	
14.	Medical facilities at well site	<b>X</b>		<b>X</b>	
15.	Furnish adequate roadway to location and the right of way		<b>X</b>		<b>X</b>
16	Well head installation (BOP, Production and other equipments)	<b>X</b>		<b>X</b>	
17.	Welding materials & welding operations	<b>X</b>		<b>X</b>	
18	All personnel & supervision necessary to operate the Work over unit, including personnel necessary to handle all normal operations on work over wells	<b>X</b>		<b>X</b>	
19	Food and lodging of Contractor's personnel (including 3rd party)	<b>X</b>		<b>X</b>	
20	Work Over operation as per OISD - 182	<b>X</b>		<b>X</b>	
20.	BOP testing services	<b>X</b>		<b>X</b>	
21.	Maintenance of Contractor's equipment.	<b>X</b>		<b>X</b>	
22.	Well killing services	<b>X</b>		<b>X</b>	
23	Fishing services	<b>X</b>		<b>X</b>	
24.	Production testing services (wellhead fitting/equipment shall be provided by OIL & well site services	<b>X</b>	<b>X</b>		<b>X</b>

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contract or	OIL
	shall be provided by Contractor).				
25	Effluent water disposal services		<b>X</b>		<b>X</b>
26	All Workover services in line with good oilfield practice	<b>X</b>		<b>X</b>	
27.	a. Pollution control services Sound pollution	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
28.	b. Computation and record keeping services	<b>X</b>		<b>X</b>	
29.	c. Mud motor services	<b>X</b>		<b>X</b>	
30.	d. Catering services	<b>X</b>		<b>X</b>	
31.	e. Medical Services	<b>X</b>		<b>X</b>	
32	f. Ambulance services	<b>X</b>		<b>X</b>	
33.	g. Fire fighting services	<b>X</b>		<b>X</b>	
34	h. Services of Personnel	<b>X</b>		<b>X</b>	
35	i. Various work sheet drawing, calculation dimensions as mentioned	<b>X</b>		<b>X</b>	
36.	Services not heretofore designated but required by Contractor in normal operations or needed to maintain & j. operate Contractor's equipment	<b>X</b>		<b>X</b>	
37.	Services not heretofore designated but required due to directions of the Company (OIL).		<b>X</b>	<b>X (depending upon the type of job)</b>	<b>X</b>
38	All expenditure for Contractor's persons including inward and outward journey from well site	<b>X</b>		<b>X</b>	

**PROFORMA-A**

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

Sl. No.	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

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

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

Seal of the Bidder:

**PRICED BID FORMAT**

**THE PRICE BID FORMAT IS ATTACHED UNDER “NOTES AND ATTACHMENTS”  
TAB OF THE OIL’s E-TENDER PORTAL**

**\*\*\*\*\***

**BID FORM**

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

**Sub: IFB No. CDH9354P22**

*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 services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date issue of LOA.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid 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 \_\_\_\_\_ 2022.

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

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

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

**Seal of the Bidder:**

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

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

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

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

**Seal of the Bidder:**

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

**Bid Security Declaration**

(to be submitted on Bidder's letter head)

**M/s. Oil India Limited**

.....,

.....

**Tender No.: CDH9354P22**

I/We, the undersigned, declare that:

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

**Name and Signature of**

**Authorized Signatory and Company Seal**

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

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

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

A. Issuing Bank:

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

B. Controlling Office:

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

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

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

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

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

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

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

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

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

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

- (a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
  - i) “MT 760 / MT 760 COV for issuance of bank guarantee.
  - ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

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

- (b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (c) Further correspondence against BG towards Performance Security must contain the Contract Number.

**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 Duliagan 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. **CDH9354P22**.

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

- (a) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Conditions of Contract;
- (d) Section-IV indicating the Schedule of Rates.

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.

**PROFORMA LETTER OF AUTHORITY**

To:  
**GM (CONTRACTS)-HoD**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's IFB No. CDH9354P22**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

**AUTHORISATION FOR ATTENDING BID OPENING**

TO,  
**GM (CONTRACTS)-HoD**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

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

Sir,

**Sub: OIL's IFB No. CDH9354P22**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Duliajan on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

**&&&&&&&&**

**CERTIFICATE OF ANNUAL TURNOVER, NET WORTH & WORKING  
CAPITAL**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER  
HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the  
audited financial statements of M/s..... (Name of the  
Bidder) for the last three (3) completed accounting years upto \_\_\_\_\_  
are correct.

<b>YEAR</b>	<b>TURN OVER</b> (in INR Crores)	<b>NET WORTH</b> (in INR Crores)

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

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

**SUB: SAFETY MEASURES FOR TENDER NO. CDH9354P22**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

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

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

b) The names of the authorised 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.

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

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 empaneled 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/O<sub>2</sub>/CO/H<sub>2</sub>S) 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)  
Date\_\_\_\_\_

Yours Faithfully

M/s\_\_\_\_\_

FOR & ON BEHALF OF CONTRACTOR

**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/US\$ \_\_\_\_\_ for the faithful fulfillment 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./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in \_\_\_\_\_ words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other 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./US\$(in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_(indicate the date of expiry of bank guarantee).

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

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

WITNESS NO.1

\_\_\_\_\_  
(Signature)  
Full name and official address  
(In legible letters)  
Stamp

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(In legible letters)  
with Bank

WITNESS NO.2

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

Attorney as power of  
Attorney no. \_\_\_\_\_  
Dated \_\_\_\_\_

## **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 services under **Tender No. CDH9354P22**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

### **Section-1: Commitments of the Principal**

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

(iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform 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.

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

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

(iii) The Bidder/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.

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

(v) Bidders shall disclose any transgressions with any other Company that may impinge on the anti-corruption principle.

(vi) The Bidder (s) /Contractor (s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder (s) / Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only.

(vii) Bidders shall not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.

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

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

### **Section-3: Disqualification from tender process and exclusion from future Contracts**

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

### **Section-4: Compensation for Damages**

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

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

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the

exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section-5: Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

#### **Section-8: External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor.

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

## **Section-9: Pact Duration**

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

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

## Section-10: Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor/Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of subcontracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/guarantee, etc. shall be outside the purview of IEMs.

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### **For the Principal**

Place: Duliajan

Date:

-----

### **For the Bidder/Contractor**

Witness1: .....

Witness 2: .....

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

**&&&&**

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

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

**Ref: Your tender No.\_\_\_\_\_ Dated \_\_\_\_\_**

**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 Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

**Certificate of Compliance of FINANCIAL CRITERIA:**

**Ref. Clause No. 4.3 of the Bid Evaluation Criteria**

I ..... the authorized signatory(s) of .....  
(Company or firm name with address) do hereby solemnly affirm and declare /  
undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_  
(as the case may be) has actually not been audited as on the Original Bid Closing  
Date.**

Place: .....

Date: .....

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation  
of Financial Statements i.e. if the last date of preceding financial / accounting year falls  
within the preceding six months reckoned from the original bid closing date.

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

To,  
The Oil India Limited  
Contracts Department  
Duliajan – 786 602  
Assam

We M/s .....are  
submitting the performance security in favour of Oil India Limited, Duliajan in the form  
of bank guarantee bearing reference no. ....  
for an amount of INR ..... valid up to  
..... as per terms and conditions of our Purchase  
Order/Contract No.....

**PBG issuing bank details:**

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

**Declaration:**

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

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

Encl: Original performance bank guarantee

**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. CDH9354P22**

M/s \_\_\_\_\_ having registered office at \_\_\_\_\_  
intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, we hereby certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder, M/s \_\_\_\_\_ have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having \_\_\_\_ nos. of pages.

**Note:** In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

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

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

**UNDERTAKING FOR LOCAL CONTENT**

(To be submitted on the letter head of the bidder)

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid No. \_\_\_\_\_ against Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ (description of the service).

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 17th November, 2020 of MoPNG** (or any subsequent amendment thereof). The percentage of Local Content in the bid is \_\_\_\_ %.

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_

**UNDERTAKING TOWARDS PURCHASE PREFERENCE**

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

Dear Sir,

**SUB: OIL's IFB No. CDH9354P22**

We \_\_\_\_\_ (Name of the bidder) have submitted bid against the subject tender. We are eligible and shall avail benefit of Purchase Preference under the policy:

Sl. No.	Subject	Select whichever is applicable
1	PP MSE	
2	PP LC	

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

## **APPENDIX-I**

**No. FP-20013/2/2017-FP-PNG**  
Government of India  
Ministry of Petroleum and Natural Gas  
\*\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 17<sup>th</sup> November, 2020

To,

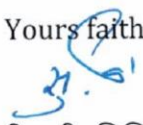
1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

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

Sir/ Madam,

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

Yours faithfully

  
सुशील टी. विलियम्स  
(Sushil T. Williams)

उप सचिव, भारत सरकार  
(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

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

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

**1 Preamble**

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

**2 Definitions**

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

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

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

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

#### **4. Procurement**

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

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

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**  
**(REF. CLAUSE NO. 6.6 OF THE FORWARDING LETTER)**

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**EXHIBIT-II**

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 6.1 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)

**COMMERCIAL CHECKLIST****Bidder's Name:** \_\_\_\_\_**TENDER NO. CDH9354P22**

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.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender.	
5.	Indicate SAC Code  Indicate rate of GST applicable.	SAC Code:  GST .....%
6.	EMD Details: Whether Bid Securing Declaration has been submitted.	
7.	Confirm to Submit PBG as per Tender requirement.	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One hundred and twenty) days from final Bid Closing Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	

10.	Whether Integrity Pact Submitted?	
11.	Confirm that the currency of quoted prices is INR.	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
13.	Confirm that the certificate of Incorporation has been submitted.	
14.	Confirm that, percentage of Local Content has been mentioned in the bid and Undertaking (as per format given) towards compliance of Local Content requirement along with certificate from Statutory Auditor/Chartered Accountant has been submitted.	Local Content in the Bid _____ %
15.	Confirm whether you want to avail/claim Purchase Preference.  If yes, specify under which category: <b>PP-LC or MSE?</b>	
16.	Confirm that you have submitted all documents as mentioned in the Tender.	
17.	Confirm whether, the bid documents required towards compliance of Bid Evaluation Criteria have been verified & certified by Independent TPI agencies as mentioned in <b>Clause No. 8.6</b> of Part-2 (BEC) of the tender document.	
18.	Confirm whether, each page of the documents verified by TPI agency have been signed by the TPI agency and whether undertaking from TPI has been submitted as per format given in the tender.	
19.	Confirm acceptance to all terms & conditions of the Tender.	
20.	Confirm that all correspondence must be in English Language only.	

21.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name:  Contact No.:  Fax:  Email:
22.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
23.	Please indicate the following:  (i) PAN No. (ii) GST Regn. No.	

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**CHECKLIST FOR BID EVALUATION CRITERIA**

<b>BID EVALUATION MATRIX</b> <b>(To be filled in By Bidder duly Signed)</b>			
<b>Clause No.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S RESPONSE</b>  <b>(Complied / Not Complied /Not Applicable).</b>	<b>Relevant Location of their Bid to support the Response</b>  <b>(Reference of Document name, Serial number, Page number of bid for documentary evidence as applicable)</b>
	<b>BID EVALUATION CRITERIA (BEC)</b>		
<b>1.0</b>	<b><u>GENERAL CONFORMITY:</u></b> The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders, without which the same will be considered as non-responsive and rejected. All documents related to BEC shall have to be submitted along with the techno-commercial Bid.		
<b>2.0</b>	<b><u>ELIGIBILITY CRITERIA:</u></b> 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		

	<p>vide <b>Letter No. FP20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG (enclosed as Appendix-I)</b> and any amendment thereof 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 addition to resorting to other options as may be deemed appropriate.</p> <p><b>Whether or not</b> 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) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.</p> <p>(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid, stating that the bidder meets the minimum LC requirement (above 20%) and such undertaking shall become a part of the contract, if awarded (Format enclosed).</p> <p>(c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.</p> <p>(d) Bidder to submit a copy of their Certificate of Incorporation in India, except for Proprietary/Partnership firms who have to submit Registration certificate.</p> <p>(e) Bids without the categoric mention of LC and undertakings as per the clause (b) &amp; (c) and certificate as per (d) will be rejected.</p>		
<b>3.0</b>	<b><u>TECHNICAL EVALUATION CRITERIA:</u></b>		

	The Bidder shall have to meet the following criteria:		
3.1	<p><b>Bidder's Experience:</b></p> <p>The bidder shall have the experience on Providing at least 01 (One) no. Charter Hire Drilling / Charter Hire Work-over Rig to any <b>E&amp;P Company</b> (Companies involved in Exploration &amp; Production of Oil &amp; Natural Gas) for a period of minimum 01 (One) year duration under a single contract during the last 07 (Seven) years as on the original bid closing date in which Operation &amp; Maintenance (O&amp;M) services are an integral part of the contract.</p> <p><b>Note:</b> The Bidder(s) shall submit the necessary supporting document(s) conforming to the above clause(s) along with the bid without fail.</p>		
3.2	<p><b>In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain more than 20% local content as mentioned in clause 2.0 above), the following requirements must be satisfied by the Bidder:</b></p> <p>(a) The leader of the consortium has to satisfy the minimum experience requirement as per clause 3.1 above.</p> <p>(b) The leader of the Consortium shall submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, shall accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) shall also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium shall submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the "Scope of Work" of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any.</p> <p>(c) Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and</p>		

	<p>decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>(d) The Performance Security shall be in the name of the Leader on behalf of the Consortium.</p> <p>(e) The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.</p> <p>(f) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.</p> <p>(g) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.</p> <p>(h) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member shall accompany the Bid.</p> <p>(i) Documents/details pertaining to qualification of the bidder shall be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.</p> <p>(j) <b>Constitution of Consortium:</b> If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. The members of the consortium should not be more than three.</p>		
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	<p>(k) <b>Signing of Contract:</b> In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.</p> <p>(l) Members of the consortium are not allowed to quote separately/independently against this tender. All such bids received against the tender shall be summarily rejected. Further, all bids from parties with technical support from the same/common Principal shall be rejected.</p> <p>(m) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid against the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.</p> <p>(n) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.</p> <p>(o) Borrowing support from parent/supporting company by individual consortium members is not allowed to meet the technical as well as financial evaluation criteria.</p>		
<b>3.3</b>	<p>In case, the Bidder is an Indian Company/Indian joint venture Company, then the lead bidder should meet the experience criteria as per Clause No. 3.1 above. Also, the Indian Company/Indian Joint Venture Company who does not meet the minimum experience criteria as per clause 3.1 above may also submit the bid on the strength of Technical Collaborator/Joint Venture Partner. However, the Indian company / Indian Joint Venture Company must meet the Financial Criteria under clause 4.1 &amp; 4.2 mentioned under Financial Evaluation Criteria below.</p>		
<b>3.3.1</b>	<p>Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU) with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.</p>		

<b>3.3.2</b>	The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as in clause No. 3.1 above. The experience of the Technical Collaborator/Joint Venture with other firm(s) will not be qualified.		
<b>3.3.3</b>	<p>Any party, who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.</p> <p><b>NOTE:</b> In case the contract is awarded based on the bid submitted as per Clause 3.3 above, in order to meet the commitment from the Technical collaborator / Joint Venture partner, all key personnel including the rank of Driller and above shall be from the pay roll of the Technical collaborator / Joint Venture partner for the full duration of the project.</p>		
<b>3.4</b>	<b>WORKOVER RIG:</b>		
<b>3.4.1</b>	<p>The bidder shall offer the Workover Rig(s) conforming to the following:</p> <p>(i) The bidder is required to offer the Workover Rig(s) identified by him/ her at the time of submission of bid with documentary proof for this tender.</p> <p>(ii) In case the bidder(s) is/ are the owner of the offered Workover Rig(s), a certificate issued by the owner/ CEO or equivalent authority of the bidder's organization confirming availability of the Workover Rig(s) for deployment under this tender shall be furnished along with the bid.</p> <p>(iii) The bidder who does not own any Workover Rig(s), may also bid with leased Workover Rig(s). However, sub-leased Workover Rig(s) shall not be accepted. Such bid(s) is required to be submitted with Memorandum of Understanding (MOU)/ Agreement of lease document of Workover Rig(s). The MOU/ Agreement of lease shall be concluded with the Workover Rig(s) owner. The period of the MOU/Agreement shall have to be valid at least throughout the validity of the bid with a specific stipulation that in the event of award of contract by OIL, the</p>		

	<p>MOU/Agreement shall be kept valid for the entire period of contract including any extension thereof.</p> <p>(iv) The bidder who does not own any Workover Rig(s) may also bid with-proposed purchase of used Workover Rig(s). In case of proposed purchase of the used Workover Rig(s) the purchase document shall be issued by the previous owner of the Workover Rig. The documentary proof of ownership of the Rig(s) shall be in the form of Registration Certificate (RC) of the Rig(s) reflecting the name of the bidder.</p> <p>(v) The horsepower rating of the Workover Rig(s) offered should be in the range of <b>550 HP (Minimum) to 750 HP (Maximum)</b>. Further, the Workover Rig(s) offered should have self-elevating mast and sub-structure as per API standards. The details of the Workover Rig(s) are given in Terms of Reference and Technical Specification <b>Part-3: Section-II</b> of the Bid Document. Bidder(s) must confirm compliance of the same and shall submit documentary evidence like invoice/ RC.</p> <p>(vi) The bidder who does not own any Workover Rig(s) may also bid with proposed purchase of brand-new Workover Rig(s). In this case, the bidder should submit a certificate in original from the OEM certifying the current status of the purchase order and the committed date of readiness of the complete Workover Rig package(s) for shipment after due inspection at OEM's end. This certificate shall be submitted along with the technical bid. Bidder(s) failing to provide the certificate will not be considered for price bid opening.</p> <p>(vii) The bidder shall submit the lay-out drawing of the offered Workover Rig(s) in the Technical bid along with the confirmation that foundation design and detailed working drawing and Load Bearing Diagram would be submitted within 30 (Thirty) days from the date of issue of Letter of Award.</p> <p>(viii) The bidder(s) shall confirm to provide 1(One) or 2 (Two) complete Workover Rig(s) packages as specified under Section-II of the bidding document.</p>		
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	<p>(ix) The vintage of the Workover Rig(s) including the accessories and equipment offered should not be older than 15(Fifteen) years from the original bid closing date.</p> <p>(x) The offered vintage Workover Rig(s) shall have a minimum Residual life of 7 (Seven) years as on the original bid closing date. The bidder shall submit a certificate in original from any one of the following Third Party Inspection (TPI) agency as per <b>Form-1 (Annexure-I) for new Rig &amp; Form-2 (Annexure-II) for used Rig</b> of the tender document along with technical bid:</p> <p style="padding-left: 40px;">(a) M/s Bureau Veritas  (b) M/s Det Norske Veritas  (c) M/s Lloyd's  (d) M/s Oil Field Audit Services  (e) M/s ABS.</p> <p><b>Note:</b> Bidder(s) failing to provide the certificate without necessary endorsement such as sign, seal etc. of the TPI agency as required above shall be rejected and will not be considered for price bid opening/award of contract. The certificate should clearly indicate and confirm the following without any ambiguity:</p> <p style="padding-left: 40px;">(a) Name and address of the owner of the Workover Rig(s).</p> <p style="padding-left: 40px;">(b) Confirmation that the Workover Rig(s) package meets the technical specification as laid down at Part-3: Section-II of the Tender Document.</p> <p style="padding-left: 40px;">(c) Make, Model, Capacity/Rating, month &amp; year of manufacture, Registration certificate (RC), if any, and residual life as inspected and certified by the Third Party Inspection agency for each of the component as well as for the overall Workover Rig units.</p>		
3.4.2	<p><b>Identification of Workover Rig(s):</b></p> <p>(i) Bidder bidding for 1(One) Workover Rig shall identify maximum up to 02 (two) rigs and bidder bidding for 2(Two) Workover Rigs shall identify maximum up to 4(Four) Workover Rigs which</p>		

	<p>they feel best suitable providing complete technical details for evaluation along with copy of MOU/Agreement / purchase document as applicable. The successful bidder shall have to mobilize from the identified Workover Rig(s) only which is/ are found acceptable to OIL in the event of award of contract.</p> <p>(ii) Bid(s) with identified Workover Rig(s) but with the condition “subject to availability” may also be considered for evaluation. However, the bidder(s) shall have to confirm the unconditional availability of their offered/ identified Workover Rig(s) at most one day prior to price bid opening. The date of price bid opening will be intimated to the bidder in due course. Bidder(s) who fail to confirm unconditional availability of Workover Rig(s) one day prior to price bid opening shall not be considered for price bid opening/ award of contract.</p> <p>(iii) The bidder shall not be allowed to substitute the Workover Rig(s) once offered/ identified in their bid. The bidder can mobilize the Workover Rig(s) that is/are found techno-commercially acceptable by OIL. However, the bidder(s) shall have to notify the particular identified Workover Rig(s) planned to mobilize within 15 days from the date of issue of Letter of Award (LOA).</p> <p><b>Note:</b> OIL reserves the right for physical inspection of the Workover Rig(s) package at Contractor’s site at any time during finalization of the Contract/ prior to mobilization of the Workover Rig(s) on its own or through any Third Party Inspection Agency.</p>		
3.5	<p><b>Mobilization Period:</b> Bidder must confirm to mobilize the Workover Rig within <b>120 (One Hundred and Twenty) days</b> from the date of issuance of Letter of Award (LOA). <b>Offers indicating mobilization time more than 120 (One Hundred and Twenty) days from the date of issuance of LOA will be rejected. Bidders are advised to indicate the best mobilization schedule in their bid.</b></p>		
3.6	<p>Bidder shall confirm to provide complete Workover rig package together and carry out entire jobs as per Scope of Work, Terms of Reference and Technical Specifications elaborated in the Tender Document and shall not sublet the main Work over services against the contract, if awarded.</p>		
4.0	<p><b><u>FINANCIAL EVALUATION CRITERIA:</u></b></p>		

<b>4.1</b>	<p>The bidder must have <b>annual financial turnover</b> as below in any of the preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports:</p> <p><b>(i) Minimum Rs. 4.14 Crores for bidders quoting for 1(one) Rig.</b>  <b>(ii) Minimum Rs. 8.28 Crores for bidders quoting for 2(two) Rigs.</b></p>		
<b>4.1.2</b>	<p>In case of Consortium of companies, at least one of the member of the Consortium shall have an annual financial turnover as stated above under clause 4.1 (as per the quoted no. of Rigs) in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date. The other member(s) of the Consortium shall have an annual financial turnover of minimum 50% of the annual financial turnover as stated above under clause 4.1 (as per the quoted no. of Rigs) in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.</p>		
<b>4.2</b>	<p>The <b>Net Worth</b> of bidder must be positive for the accounting year preceding the original bid closing date.</p> <p>[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]</p>		
<b>4.2.1</b>	<p>If the bid is from a Consortium of companies/Unincorporated JV, then the net worth of all the consortium members/JV partners individually should be positive for the accounting year preceding the original bid closing date.</p>		
<b>4.3</b>	<p>Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date /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) 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 <b>affidavit/undertaking</b> certifying that the balance</p>		

	sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original bid closing date as per format.		
	<p><b><u>Notes to 4.0 (Financial Evaluation Criteria):</u></b></p> <p>(i) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid:</p> <p>(a) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>Proforma-J</b>. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1st February, 2019.</p> <p style="text-align: center;">OR</p> <p>(b) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>(ii) 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>(iii) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit &amp; Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit &amp; Loss Account is signed) for conversion to INR.</p>		

5.0	<p><b><u>DOCUMENTS:</u></b></p> <p>Bidders shall have to furnish documentary evidence with the specific chapters, separated by dividers, in the same order as set out here under (i) to (viii) in support of fulfilling all the requirements along with their un-priced techno-commercial Bids.</p> <p>(i) <b>Rig offered:</b> Documents relating to Workover rig package already in possession or proposed to own/lease along with the proof of vintage (i.e. copy of purchase order and B/L or invoice or any other documentary evidence that can substantiate the date of satisfactory execution of purchase order), description and complete technical specifications etc.</p> <p>(ii) <b>Experience of bidder:</b> Statement to be furnished by the bidder in a tabular form along with copies of contracts/work-orders along with completion certificates/ certificates of payment issued by the clients.</p> <p>(iii) <b>Financial Turnover of Bidder:</b> Copy of audited Balance Sheets/ Profit and Loss Accounts etc. for the last three (3) accounting years or CA certificate as mentioned in Note (i) to Financial Evaluation Criteria.</p> <p>(iv) MOU or legally acceptable documents in support of consortium arrangements/technical collaboration/joint venture arrangements, if any.</p> <p>(v) Residual life of the rig(s) offered as per para 3.4.1 (x) above.</p> <p>(vi) Contractor's general structure and organization, including the branch office/sub-division dedicated to specific activities related to the execution of the contract.</p> <p>(vii) Details of bidder's Health, Safety and Environmental Management Policy Manual together with a copy of Safe Operating Practices (SOP) of all rig operations.</p> <p>(viii) <b>Resume/CV of Personnel:</b> Resume/CVs of key personnel to be involved in the services along with copies of certificates in regard to their education qualification, work experience &amp; IWCF</p>		
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	<p>etc. should be furnished as per bio-data format at least two months prior to completion of mobilization. Bidder must confirm the same in un-priced Techno-commercial bid.</p> <p><b><u>Notes:</u></b></p> <ol style="list-style-type: none"> <li>1. Bid without the above listed documents or information shall be rejected.</li> <li>2. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.</li> <li>3. All Certificates and documentary evidence required to be submitted in support of Para 2.0, 3.0 and 4.0 above should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English, duly authenticated by local chamber of Commerce of bidder's / Technical Collaborator's / Consortium partner's/ Joint Venture partner's country, in which case, for purposes of interpretation of the bid, the English translation shall prevail.</li> <li>4. All the documents submitted towards compliance of BEC should be verified and certified by TPI as per Clause No. 8.6 below.</li> </ol>		
<b>6.0</b>	<b><u>COMMERCIAL EVALUATION CRITERIA:</u></b>		
<b>6.1</b>	<p>Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work &amp; Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per <b>Proforma-B</b> uploaded in the "Notes &amp; Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.</p>		
<b>6.2</b>	<p>Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.</p>		

<b>6.3</b>	Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.		
<b>6.4</b>	Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” ( <b>Proforma-E</b> ) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or to submit a performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.		
<b>6.5</b>	The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.		
<b>6.6</b>	Bids submitted after the Bid Closing Date and Time will be rejected.		
<b>6.7</b>	Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.		
<b>6.8</b>	Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.		
<b>6.9</b>	Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.		
<b>6.10</b>	Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.		
<b>6.11</b>	Any Bid containing false statement will be rejected.		
<b>6.12</b>	Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India.		
<b>6.13</b>	Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.		

<b>6.14</b>	<p>Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.</p> <ul style="list-style-type: none"> <li>(i) Bid Security Clause</li> <li>(ii) Performance Guarantee Clause</li> <li>(iii) Force Majeure Clause</li> <li>(iv) Tax Liabilities Clause</li> <li>(v) Arbitration Clause</li> <li>(vi) Acceptance of Jurisdiction and Applicable Law</li> <li>(vii) Liquidated damage and penalty clause</li> <li>(viii) Safety &amp; Labour Law</li> <li>(ix) Termination Clause</li> <li>(x) Integrity Pact</li> </ul>		
<b>6.15</b>	<p>The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</p>		
<b>7.0</b>	<p><b><u>PRICE BID EVALUATION:</u></b></p> <p>Qualified Bids and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria mentioned above shall be considered for Price evaluation as per the Evaluation Criteria given below:</p>		
<b>7.1</b>	<p>The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under <b>Section-IV</b> and the summarized price schedule format vide enclosed <b>Proforma-B</b>.</p>		
<b>7.2</b>	<p>In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.</p>		

<b>7.3</b>	<b>Priced Bids shall be evaluated taking into account the Price quoted as per Proforma-B including quoted GST.</b>		
<b>7.4</b>	Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.		
<b>7.5</b>	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 will be paid on the basis of the actual number of days/parameter, as the case may be.		
<b>7.6</b>	Bidder shall quote same rates for all the Rigs quoted by them. Bidders quoting different rates (either total or individual item rate) would be rejected.		
<b>7.7</b>	<p>Price Evaluation of the qualified bids will be done on the basis of rates quoted by the bidder as per PROFORMA-B. However, bidders must comply with the limits indicated against each of the following rates:</p> <p>(a) Payment towards <b>mobilization charges</b> for each rig package should not exceed 7.5% (seven and half percent) of 50% of the estimated total Contract value for each Rig for three (3) years operation. However, mobilization charges if quoted in excess of 7.5 % of 50% of the estimated total contract cost, the excess amount shall be paid at the end of the contract.</p> <p>(b) Payment towards <b>Standby Day Rate</b> shall be 70% (Seventy percent) of the Operating Day Rate.</p> <p>(c) Payment towards <b>Rig Repair Day Rate</b> and <b>Stack Day Rate</b> each shall be 60% (Sixty percent) of Operating Day Rate.</p> <p>(d) Payment towards <b>Force Majeure Day Rate</b> shall be 50% (fifty percent) of Operating Day Rate.</p> <p>(e) <b>Demobilization Charges</b> for each rig package should not be less than 2% (two percent) of the estimated total Contract value per Rig for three (3) years operation. In case de-mobilization charges is quoted less than 2%, the differential amount will be kept on hold from the 1st</p>		

	invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.		
7.8	<p>To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Priced Bids shall be evaluated taking into account the rates quoted by the bidders in the PRICE BID FORMAT (<b>Proforma-B</b>) by taking into account the summation of the following:</p> <p><b>TOTAL ESTIMATED CONTRACT COST FOR 1 RIG FOR 3 YEARS CONTRACT DURATION (including GST and all other Taxes &amp; Duties except Basic Customs Duty):</b></p> <p><b>TCROG = TCRO+GST = TM + TD + TOC + TLA + TLB + TLC + TCS + GST</b></p> <p>Where,</p> <ol style="list-style-type: none"> <li>Total Mobilization Charge for 1 rig, TM = M x 1</li> <li>Total Demobilization Charge for 1 rig, TD = D x 1</li> <li>Total Operating Day rate for 1 rig, TOC = OC x 960 days</li> <li>Total Inter-Location movement Charges for 1 rig, TLA = LA x 21 (No. of ILM within a distance of 50 KMs)</li> <li>Total Inter-Location Movement Charges for 1 rig on kilometerage basis for movement in excess of 50 KM, TLB = LB x 600</li> <li>Total Inter-Location Movement Charge (Cluster Location) for 1 rig, TLC = LC x 03 (No. of ILM for Cluster Location)</li> <li>Total Catering Charge, TCS = CS x 3000 (no. of catering charge per person per day)</li> </ol> <p>Where,</p> <p>M = Lumpsum amount for each rig mobilization along with equipment and services as per <b>Section-II</b></p>		

	<p>D = Lumpsum amount for each rig demobilization along with equipment and services as per <b>Section-II</b></p> <p>OC = Operating Charges per day per Rig</p> <p>LA = Charges per ILM (within 50 KM)</p> <p>LB = Charges in excess of 50 KM</p> <p>LC = Charges per ILM for Cluster Location</p> <p>CS = Catering Charge per person per day</p> <p><b>NOTE: The above items are defined in Schedule of Rates/Price bid format.</b></p>		
<b>7.9</b>	<p><b>CUSTOMS DUTY:</b> In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil &amp; IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.</p> <p>Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST &amp; SGST/UTGST) on submission of EC in terms of GST Notification No. 03/2017.</p> <p><b>Note:</b> The Bidder has to re-export the rigs after completion of the contract in case of imported rigs. The bidder will be fully responsible to pay the customs duty in case the rigs are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letter for availing concessional customs duty for import of goods.</p>		
<b>7.10</b>	<p><b>Awarding Methodology:</b></p> <p>Bids will be evaluated considering 01 (One) No. of Rig for 03(Three) years of operation. Total 04(four) numbers of workover rigs will be hired against this tender. However, offer for the workover rigs shall be made for 01/02 rigs (number of rigs for which the bidder qualifies or rigs left to be offered, whichever is lower) in order of ranking (lowest bidder to highest bidder) subject to matching the price to L-1 value, in case the offeree is not L-1 bidder. A timeframe of 15 days will be provided for</p>		

	<p>matching the rate and in the event of non-acceptance or non-response within the allotted 15 days, the same will be offered to the next eligible bidder.</p> <p>Matching of price shall be done as below:</p> <p>(i) If Operating Day Rate is higher, it will be reduced to L-1 rate and rates for balance items will be proportionately reduced to match the total L-1 quoted value. However, in case the 'Total Quoted Value' is found to be lower after matching the ODR as stated above, then ODR shall be reduced in such a way so as to match the 'Total Quoted Value' with the L-1 price.</p> <p>(ii) If ODR rate is lower, reduction in rates will be done for only balance items by proportionately reducing their rates to match the L-1 quoted value.</p> <p><b><u>Note:</u> Purchase Preference shall be applied for award/offer of rigs to MSE Bidders (who falls within the Price Band on L1+15%) &amp; Class-I LC Supplier/Service Provider as per PP-LC Policy (who fall within the Price Band of L1+20%) in the following order:</b></p> <p>(i) Preference shall be given to eligible MSE Bidder(s) falling within the Price Band of L1+15% over other bidders, in order of ranking (lowest bidder to highest bidder).</p> <p>(ii) After offering/awarding to eligible MSE Bidders, preference shall be given to the Class-I LC Supplier/Service Provider falling within the Price Band of L1+20% for the remaining rigs (if any) in order of ranking (lowest bidder to highest bidder), subject to following conditions:</p> <p>If the eligible Class-I LC Supplier/Service Provider qualifies for offer/award based on Purchase Preference, only one rig will be offered/awarded. However, if the Class-I LC Supplier/Service Provider qualifies for offer/award without subjecting to Purchase Preference, offer will be made for number of rigs (01/02) for which they qualify or rigs left to be offered, whichever is lower.</p>		
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	<b>Once, an offer has been accepted by eligible Class-I LC Supplier/Service Provider subjecting to purchase preference, Purchase Preference under PP-LC shall not be applied further.</b>		
<b>8.0</b>	<b><u>GENERAL NOTES:</u></b>		
<b>8.1</b>	In case bidder takes exception to any clause of Bid Document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.		
<b>8.2</b>	To ascertain the substantial responsiveness of the Bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.		
<b>8.3</b>	If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.		
<b>8.4</b>	<b>SUBMISSION OF FORGED DOCUMENTS:</b> Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per <b>Proforma-N</b> .		
<b>8.5</b>	<b><u>PURCHASE PREFERENCE:</u></b>		
<b>8.5.1</b>	<b>PURCHASE PREFERENCE CLAUSE for MSME:</b>  8.5.1.1 Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16 <sup>th</sup> June, 2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.		

	<p>8.5.1.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>8.5.1.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>8.5.1.4 <u>DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:</u></p> <p>The Bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against tender has to submit the following documents along with the technical bid for availing benefits applicable to MSEs:</p> <p>ii. Udyam Registration Number with Udyam Registration Certificate.</p> <p><b>Note:</b> In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman Entrepreneurs should also be enclosed.</p> <p>8.5.1.5 Provisions such as seeking support from another company by way of technical collaboration, submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of technical collaborators will be eligible for the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference). However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In that case all the members of the Consortium including the leader of the</p>		
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	Consortium should be the eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE.		
<b>8.5.2</b>	<p><b><u>PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP-LC):</u></b></p> <p><b>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.</b> [copy of the <b>notification is enclosed as Appendix-I</b>]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on <b>Purchase preference</b>. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.</p> <p>8.5.2.1 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the <b>notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.</b></p> <p>8.5.2.2 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.</p> <p>8.5.2.3 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.</p> <p>8.5.2.4 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.</p> <p>8.5.2.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy.</p>		

8.6	VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES:		
8.6.1	Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:		
	Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
		M/s. RINA India Pvt. Ltd.	ssd@rina.org Andrea.Vattuone@rina.org
		M/s. Dr. Amin Controllers Pvt. Ltd.	rkjain@rcaindia.net info@rcaindia.net
		M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)	mangesh.gaonkar@dnvgl.com
		M/s. TÜV SÜD South Asia Pvt. Ltd.	Jaimin.Bhatt@tuv-sud.in sanjaykumar.singh@tuv-sud.in Pankaj.Narkhede@tuv-sud.in Ajit.Yadav@tuv-sud.in

			M/s. IRCLASS Systems and Solutions Private Limited	abhishek.singh@irclass.org pradeep.bansal@irclass.org Asim.Hajwani@irclass.org Amit.Ketkar@irclass.org industrial_services@irclass.org			
			M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	contact@gulflloyds.com bbhavsar@gulfllyods.com inspection@gulflloyds.com gulflloyds.india@gmail.com			
			M/s. TUV India Private Limited	salim@tuv-nord.com delhi@tuv_nord.com			
			M/s. TÜV Rheinland (India) Pvt. Ltd.	Shailesh.Deotale@ind.tuv.com ravi.kumar@ind.tuv.com rupeshkumar.singh@ind.tuv.com Neeraj.Chaturvedi@ind.tuv.com			
			M/s. Bureau Veritas (India) Private Limited	udit.chopra@bureauveritas.com vishal.sapale@bureauveritas.com dinesh.sukhramani@bureauveritas.com p.sridhar@bureauveritas.com			

			hariprasad.jhawar@bureauveritas.com amit.shaw@bureauveritas.com business.support@bureauveritas.com labhanshu.sharma@bureauveritas.com pramodkumar.yadav@bureauveritas.com sonal.lad@bureauveritas.com bvindia.corporate@in.bureauveritas.com			
<b>8.6.2</b>	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 will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.					
<b>8.6.3</b>	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 will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.					

<p><b>8.6.4</b></p>	<p>The methodology of inspection/verification of documents is broadly as under but not limited to:</p> <ol style="list-style-type: none"> <li>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.</li> <li>b. The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.</li> <li>c. Verification of documents (but not limited to) are normally categorised as under: <ol style="list-style-type: none"> <li>i. <b>General Requirement:</b> <ul style="list-style-type: none"> <li>▪ Check Bidder's PAN Card</li> <li>▪ Check Bidder's GST Certificate</li> <li>▪ Check ITR of company</li> <li>▪ Check Bidder's Certificate of Incorporation – Domestic Bidder.</li> </ul> </li> <li>ii. <b>Additional Documents: (If applicable against the tender):</b> <ul style="list-style-type: none"> <li>▪ Joint Ventures Agreements – To cross-check with JV Partners</li> <li>▪ Consortium Agreements – To cross-check with Consortium Partners</li> </ul> </li> </ol> </li> </ol>		
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	<ul style="list-style-type: none"> <li>▪ Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern</li> </ul> <p><b>iii. Technical Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ 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.</li> </ul> <p><b>iv. Financial Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Check and verify Audited Balance Sheet/CA certificate</li> <li>▪ To check the Line of Credit, if incorporated in the tender.</li> </ul> <p><b><u>Notes:</u></b></p> <p>(i) <b>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.</b></p> <p>(ii) <b>Undertaking from TPI Agency as per format (Proforma-Q) enclosed should be submitted along with the Bid.</b></p>		
<b>8.7</b>	<p><b><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u></b> 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>		

**\*\*End of Tender Document\*\***