

Tender No. CDH9450P22



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

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

FORWARDING LETTER

Sub: IFB No. CDH9450P22 – Hiring of services for Artificial Intelligence-Machine Learning (AI-ML) based reservoir modelling (both static and dynamic).

Dear Sir(s),

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced / approved Contractors / Firms for the mentioned work / service under **OPEN E-TENDER TWO / COMPOSITE - BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for **Hiring of services for Artificial Intelligence-Machine Learning (AI-ML) based reservoir modelling (both static and dynamic)**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDH9450P22
(ii)	Type of Bid	:	Open Indigenous E-Tender, Two / Composite - Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal.

Tender No. CDH9450P22

(vii)	Bid Opening Place	:	Office of GM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum 120 (One Hundred Twenty) / 90—(Ninety) days from Original Bid Closing Date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	Contractor / Consultant must mobilize his / her/ their resources (including personnel) within 15 (fifteen) days of issue of Work Order.
(x)	Bid Security/EMD Amount	:	Not Applicable
(xi)	Amount of Performance Security	:	3% of annualized Contract value. Refer Clause No. 22.0 of Instruction to Bidder (ITB)
(xii)	Validity of Performance Security	:	90 (Ninety) days beyond the contract period.
(xiii)	Location of job	:	Oil India Limited, Duliajan, Assam
(xiv)	Duration of the Contract	:	03 (Three) years from the date of commencement of Contract.
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer Clause No. 30 of General Conditions of Contract (GCC).
(xvi)	Bids to be addressed to	:	GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xvii)	Pre-Bid conference	:	Not Applicable.
(xviii)	Last Date of receipt of Queries for Pre-Bid Conference	:	Not Applicable.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

Tender No. CDH9450P22

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having **"Organization Name"** field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

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

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

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

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

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

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

3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration /

Tender No. CDH9450P22

incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

3.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's E-Procurement site (Help Documentation)**. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374 - 2807178/4903.

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

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid.

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

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

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

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

8.2 In case of HUF, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name,

Tender No. CDH9450P22

residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

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

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

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

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

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

9.0 PRE-BID CONFERENCE:

~~9.1 — A Pre Bid Conference is tentatively scheduled to be held on **29TH June, 2021** through **Video Conference (VC)** to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who want to participate in the pre bid conference must confirm their participation and forward the **e-mail IDs and contact details of maximum 2(two) representatives** along with their pre bid queries to email ID: contracts@oilindia.in, if any latest by **26th June, 2021**. The link for VC shall be forwarded to the nominated representatives nearer the scheduled date of pre bid conference i.e. **29TH June, 2021**.~~

Tender No. CDH9450P22

~~9.2 — It is recommended to the prospective Bidders to attend the pre bid conference and to make site visits to familiarize themselves with all the salient features of terrain and available infrastructure in OIL's operational areas. This will help the bidder to understand the total requirement for proper bidding.~~

~~9.3 — Maximum two (2) representatives from each prospective Bidder, who registered themselves against the tender shall be allowed to participate in the pre bid conference. All costs associated to attend the pre bid conference by their representatives shall be borne by the interested Bidders.~~

~~9.4 — The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Courier addressed to GM Contracts, Oil India Ltd., Duliajan 786602, Assam and such queries must reach OIL's office at Duliajan latest by **26TH June, 2021**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond **26.06.2021** will not be entertained and replied. OIL will not be responsible for non receipt or late receipt of any bidder's query in OIL's office.~~

~~9.5 — However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre Bid Conference only. After processing these suggestions, as a sequel to the pre bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who have registered against the tender. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre bid conference and the non-compliant bid(s) shall be rejected outright against this tender.~~

~~9.6 — The exact date and venue of pre bid conference will be intimated later on. The Pre Bid conference may be held through VC as well.~~

10.0 SCREEN SHOTS

Go to this Tab **“Notes and Attachments”** for Uploading “Price Bid”

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

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

Note:

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

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

11.0 Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFX Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFX Response**, and **Close**. Below these, the form displays: **RFX Response Number** 60038748, **RFX Number**, **RFX Owner** BHARALI, and **Total Value** 0.00 INR. The main section has tabs for **RFX Information**, **Items**, and **Notes and Attachments**. Under **RFX Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachments**. The **Event Parameters** section includes: **Currency:** Indian Rupee (with a dropdown arrow), **Detailed Price Information:** No Price, **Terms of Payment:** (with a checkbox), and **Total Bid Value:** (with a yellow input field). Three callouts provide instructions: 1. 'Bidder to select the currency of the Response' points to the **Currency** dropdown. 2. '"Total Bid Value" is mandatory in "No Price" RFX' points to the **Detailed Price Information** field. 3. '"Total Bid Value" considering all the taxes & duties.' points to the **Total Bid Value** input field.

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field. It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the "Price bidding Format".

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

13.0 The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under **Clause 2.0 (xi)** above and as indicated under **Para 22.0 of ITB / 10.0 of GCC** before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

14.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bidder shall be debarred from participation in future tenders of OIL. Oil India Limited will suspend such bidder for a period of two years without conducting any enquiry.

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

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

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

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

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

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(SUJIT BORA)
SR. MANAGER - CONTRACTS (SERVICES)
For **GM-CONTRACTS**
For **RESIDENT CHIEF EXECUTIVE**

Date: 22.01.2022

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

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

2.0 BID DOCUMENTS:

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
 - b) Instructions to Bidders (ITB)
 - c) Bid Evaluation Criteria - Bid Rejection Criteria (BEC-BRC)
 - d) General Conditions of Contract (GCC): PART-I
 - e) Schedule of Work, Unit, Quantities (SOQ): PART-II
 - f) Special Conditions of Contract (SCC): PART-III
 - g) Schedule of Company's Plants, Materials and Equipment (SCPME): PART-IV [Not applicable for this Tender]
 - h) Safety Measures (SM): PART-V
 - i) Integrity Pact (IP): PART-VI
 - j) Bid Form: PROFORMA-I
 - k) Statement of Non-Compliance: PROFORMA-II
 - l) Authorisation for Attending Bid Opening: PROFORMA-III
 - m) PROFORMA of Letter of Authority: PROFORMA-IV
 - n) Bid Security Declaration: PROFORMA-V
 - o) PROFORMA for E-Remittance: PROFORMA-VI
 - p) Format of Performance Bank Guarantee: PROFORMA-VII
 - q) Agreement Form: PROFORMA-VIII
 - r) Format of undertaking by Bidders towards submission of authentic information / documents: PROFORMA-IX
 - s) Certificate of Compliance of Financial Criteria: PROFORMA-X
 - t) Certificate of Annual Turnover & Net Worth: PROFORMA-XI
 - u) Undertaking by Vendor on submission of Bank Guarantee: PROFORMA-XII
 - v) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
 - w) Technical Evaluation Sheet for BEC-BRC & others
 - x) Commercial check List
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information

Tender No. CDH9450P22

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

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 PREPARATION OF BIDS:

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's

Tender No. CDH9450P22

country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's / Agent's Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

5.3 Documents comprising the bid: Bids are invited under **Two / Composite - Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

- (A) Technical Bid (to be uploaded in "Technical Attachments" tab):
 - a) Complete technical details of the services offered.
 - b) Documentary evidence established in accordance with Clause No. 8.0.
 - c) Bid Form as per **PROFORMA-I**.
 - d) Statement of Non-compliance as per **PROFORMA-II**.
 - e) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.
 - f) Bid Security Declaration as per **PROFORMA-V**
 - g) Integrity Pact, digitally signed by OIL's competent personnel as PART-VI.
 - h) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: No price should be mentioned in the Technical Bid being uploaded in "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be rejected straightway.

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

The Price Bid Format containing the prices along with the currency quoted and any other commercial information pertaining to the service offered.

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

Tender No. CDH9450P22

- 7.2 Prices quoted by the successful bidder must remain firm during performance of the Contract and must not be subject to variation on any account, except as otherwise mentioned in the bid document.
- 7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. For example, personal taxes and / or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BEC-BRC of the tender documents.

9.0 PERIOD OF VALIDITY OF BIDS

- 9.1 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 / 90 days** from Original Bid Closing Date.
- 9.2 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 granting the request will neither be required nor permitted to modify their Bid.

10.0 SIGNING & SUBMISSION OF BIDS:

10.1 Signing of bids:

- 10.1.1 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.

Tender No. CDH9450P22

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.

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.

10.1.2 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 Authority (as per **PROFORMA-IV**) shall be indicated by written Power of Attorney accompanying the Bid.

10.1.3 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.

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

10.2 Submission of bids:

The tender is processed under **Two / Composite - 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 Price Bid Format and should be uploaded as ‘Attachment’ under “Notes & Attachments” Tab. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be

Tender No. CDH9450P22

submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document.

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

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

10.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 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.

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

11.0 DEADLINE FOR SUBMISSION OF BIDS:

11.1 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.

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

11.3 The documents in physical form as stated in Para 12.2 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.

12.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the

Tender No. CDH9450P22

deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

13.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 13.1 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.
- 13.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 13.3 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 by a bidder leads to debarment from participation in future tenders of OIL. Oil India Limited will suspend such bidder for a period of two years without conducting any enquiry.

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

15.0 BID OPENING AND EVALUATION:

- 15.1 Company will open the Bids, including submission made pursuant to Clause 10.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-III**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 15.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 15.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

Tender No. CDH9450P22

- 15.4 Bids which have been withdrawn pursuant to **Clause 13.0** shall not be opened. Company will examine bids to determine whether they are complete, whether documents have been digitally signed and whether the bids are generally in order.
- 15.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any and such other details as the Company may consider appropriate.
- 15.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 15.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 15.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 15.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

16.0 OPENING OF PRICED BIDS:

- 16.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.

Tender No. CDH9450P22

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

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

17.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BEC-BRC of the Tender Documents.

17.1 Discounts / rebates:

- 17.1.1 Unconditional discounts / rebates, if any, given in the bid will be considered for evaluation.
- 17.1.2 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.

18.0 CONTACTING THE COMPANY:

- 18.1 Except as otherwise provided in **Clause 15.0** 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 15.6.
- 18.2 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.

19.0 AWARD OF CONTRACT:

- 19.1 **Award criteria:** The Company will award the Contract to the successful Bidder as per the evaluation criteria mentioned under BEC-BRC of the

Tender No. CDH9450P22

tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

20.0 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.

21.0 NOTIFICATION OF AWARD:

21.1 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.

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

21.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 22.0 below, the Company will promptly notify each un-successful Bidder.

22.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 15 days from the date of issue of Letter of Award (LOA).

22.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-VII**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited to the following designated OIL's bank account:

Tender No. CDH9450P22

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

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

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

d. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.

22.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

22.3 The Bank Guarantee issuing bank branch must ensure the following:

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

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee.

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

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

Tender No. CDH9450P22

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

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

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

23.0 SIGNING OF CONTRACT:

23.1 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.

23.2 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.

23.3 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. In case the Bidder fails to sign the contract or submit the Performance Security within the stipulated time as defined in the

Tender No. CDH9450P22

tender document, Oil India Limited will suspend the Bidder for a period of two years without conducting any enquiry.

24.0 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.

25.0 MOBILIZATION AND ADVANCE PAYMENT:

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

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

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

26.0 GOODS AND SERVICES TAX:

26.1 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.

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

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

Tender No. CDH9450P22

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.

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

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

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

- 26.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 26.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 26.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 26.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 26.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same

Tender No. CDH9450P22

will be considered for evaluation of bid as per evaluation methodology of tender document.

- 26.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 26.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 26.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

27.0 INTEGRITY PACT:

- 27.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PART-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 27.2 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.),
E-mail ID: sutanu2911@gmail.com
 - b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail ID: rudhra.gangadharan@gmail.com
 - c. Shri Om Prakash Singh, IPS (Retd.)
E-Mail ID: Ops2020@rediffmail.com

28.0 LOCAL CONDITIONS:

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

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

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

30.0 DOCUMENTS REQUIRED TO BE SUBMITTED BY MSE BIDDERS:

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 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

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

- i. Udyam Registration Number with Udyam Registration Certificate.
or
- ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts &

Tender No. CDH9450P22

Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

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

A. BID EVALUATION CRITERIA

1.0 GENERAL CONFORMITY: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 Bidder must be incorporated / constituted in India and must have more than 20% local content for the offered services.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PPLC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable as per the Notification(s) and any amendment thereof.

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.

A copy of Certificate of Incorporation/registration certificate must be provided along with the Bid.

Moreover, bidder has to submit the following document whichever is applicable to them –

- 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 (in respect of other than companies) giving the percentage of local content.

2.2 Work Experience of the Bidder:

Tender No. CDH9450P22

2.2.1 (i) The bidder should have executed / have experience of at least one (1) SIMILAR work for E&P Company (Company involved in Exploration & Production of Oil & Natural Gas) in the last seven (7) years preceding the original bid closing date of this tender.

“SIMILAR work” mentioned above means “creation of AI-ML based reservoir predictive models”.

AI-ML based reservoir models refer to the comprehensive reservoir models honouring reservoir performance developed through software using Artificial Intelligence and Machine Learning techniques.

(A) For proof of requisite Experience (Clause No. 2.2.1 (i) above), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:

(a) Contract document/WO/PO showing details of work;

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

(C) Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume as stipulated under Clause Nos. 2.2 will only be treated as acceptable experience.

(ii) The bidder shall only use AI-ML-based methods (and not conventional simulation methods) to build the Static and Dynamic Reservoir Model.

In this regard, bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per attached **PROFORMA - XXII**.

2.2.2 Following work experience will also be taken into consideration

(a) If the prospective bidder has executed contract in which similar work is also a component of the contract.

(b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.

Notes:

- (i) Proof of work experience against Para 2.2.2 above, to satisfy similar work, minimum prescribed quantity/period, to be submitted as below:

Tender No. CDH9450P22

Bidder must submit the breakup of similar work and its value / quantity & period of execution within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

2.2.3 BID FROM INDIAN COMPANY WITH TECHNICAL COLLABORATION:

In case, the bidder is an Indian Company who does not meet the technical and experience criteria as per clause no. 2.2.1 at its own, may also bid on the strength of Technical Collaborator provided all the following criteria are compiled:

- (i) The primary bidder shall have experience in supporting the creation of AI-ML Based reservoir predictive models 'OR' conventional reservoir model for at least (one) 01 full field dynamic reservoir simulation model over the last 7 years. In this regard the primary bidder must submit contract documents showing details of work and a job completion certificate (or equivalent documents proving the job completion) showing work order number / contract no, nature of job done and date of completion.
- (ii) The primary bidder shall meet the financial criteria under clause no. 3.0. In this regard the primary bidder must produce the documents as mentioned in notes to clause 3.0 below.
- (iii) The Technical Collaborator at its own shall meet the experience criteria as per clause no. 2.2.1 above. The experience of the Technical Collaborator with other firm(s) will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator shall be submitted as per clause 2.2.1 above.
- (iv) Indian bidders quoting based on the strength of technical collaborator, shall submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.
- (v) The Technical Collaborator should collaborate with only one Primary bidder for this tender. Multiple bid submissions by Primary bidder or Technical Collaborator may result in the rejection of their bids.

2.2.4 ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:

Offers of those bidders (complying to clause 2.1 above) who themselves do not meet the experience criteria as stipulated in clause nos. 2.2.1 can also be considered provided the bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement between the parent and the subsidiary company or vice-versa and Parent / Subsidiary Guarantee from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid [**PROFORMA – YY**].

In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a performance security (as per format and instructions enclosed at **PROFORMA - XVIII**), equivalent to 50% of the value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.
- (ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above, action will be initiated as per **PROFORMA – V** of this Tender Document.

2.2.5 ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF EXPERIENCE OF SISTER SUBSIDIARY/ CO-SUBSIDIARY COMPANY:

Offers of those bidders (complying to clause 2.1 above) who themselves do not meet the experience criteria as stipulated in Clause Nos. 2.2.1 can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions [**PROFORMA - YY**]:

Tender No. CDH9450P22

(i) Provided that the sister subsidiary/ co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the technical bid.

(ii) Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BEC.

(iii) Undertaking by the supporting company to provide a performance security (as per format and instructions enclosed at **PROFORMA-XVIII**), equivalent to 50% of the value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.

(iv) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above, action will be initiated as per **PROFORMA – V** of this Tender Document.

Note to Clause 2.2.4 & 2.2.5:

i) In cases where subsidiary/parent/ sister subsidiary / cosubsidiary companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company. In such case bidding company shall furnish an undertaking that their subsidiary/parent/ sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

ii) The subsidiary/parent/ sister subsidiary / co-subsidiary companies (on the technical strength of which the bid has been submitted) at its own shall meet the experience criteria as per clause no. 2.2.1 above. The experience of the subsidiary/parent/ sister subsidiary / co-subsidiary companies with other firm(s) will not be qualified. In this regard, the documents establishing experience of the subsidiary/parent/ sister subsidiary / co-subsidiary companies shall be submitted as per clause 2.2.1 above.

2.2.6 ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED FROM JOINT VENTURE COMPANY

In case the bidder is a Joint Venture Company, either the leader (unincorporated JV) or the incorporated JV must comply to **Clause No. 2.2.1** above w.r.t. being incorporated in India and maintains more than 20% local content for the offered services (complying to clause 2.1 above) and should satisfy the following requirements:

(a) The leader of the unincorporated Joint Venture shall satisfy the minimum experience requirement as per Clause No. 2.2.1 above.

(b) Joint Venture bids shall be submitted with a a duly Notarized Memorandum of Understanding (MOU)/Agreement with their JV partner, clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender. Memorandum of Understanding (MOU) must also state that all the members of JV shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the JV must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any.

In case of unincorporated Joint Venture, the following provisions should also be incorporated in the MOU executed by the members of the JV:

(i) Only the leader of the JV shall register in the E-Tender portal and submit bid on behalf of the JV. The other members of the JV shall ratify all the acts and decisions of the leader of JV, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

(ii) The performance security shall be in the name of the leader on behalf of the JV.

(iii) The leader on behalf of the JV 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 JV members.

(iv) Any correspondence exchanged with the leader of JV shall be binding on all the JV members.

Tender No. CDH9450P22

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

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

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

(viii) **Constitution of Joint Venture:** The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture 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 JV shall be liable for rejection.

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

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

(xi) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (JV leader and members) agreeing to entering into such JV with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.

(xii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas bidder/JV partner, the MOU/Agreement should be notarized/endorsed by Indian Embassy.

2.2.7 Work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

Tender No. CDH9450P22

2.2.8 Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in clause 2.2.

2.2.9 Bidder should submit a 'No Deviation Certificate' against the requirements mentioned in the scope of work and special terms and conditions mentioned in the Tender signed by the CEO/Country Head/Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per **PROFORMA - XXI**.

2.3 Bids from following types of bidder will not be accepted:

- Who are in the Holiday list of OIL or its Administrative Ministry, MoPNG.
- Who are under liquidation, court receivership or similar proceedings.
- Consultant or their subsidiary Company or companies under the management of consultant for execution of the same project for which they are working as consultant.
- Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
- Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of the bid.

In this regard bidder must submit Self-Declaration in format duly certified by CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney along with the bid as per **PROFORMA - XXIII**.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 The bidder must have **annual financial turnover** of at least of **INR 1.69 Crores** in any of the preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports.

3.2 "**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".

Note: The Net worth to be considered against Clause 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Tender No. CDH9450P22

- 3.3 In case of bid from Indian Company with Technical Collaboration or unincorporated Joint Venture partner as per Clause No. 2.2.3 & 2.2.6 respectively, the primary bidder/leader shall meet the financial criteria as mentioned in Clause Nos. 3.1 & 3.2. In case of Incorporated Joint Venture, the Joint Venture should company should comply the Clause No. 3.1 & 3.2.
- 3.4 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then the parent/ultimate parent/holding company shall have an annual financial turnover of minimum **INR 1.69 Crores** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of the parent/ultimate parent/holding company must be Positive for the preceding financial/accounting year.

Notes to Para 3.0:

i. For proof of Annual Turnover & Net worth any one of the following documents 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 - XV**. 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.

*Note:

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

- 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

Tender No. CDH9450P22

not available. However, bidder to provide documentary evidences for the same.

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

iii. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Financial Criteria Para 3.1, 3.2 and Note to BEC Clause No 3.0 (i) & (ii) above.

iv. 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.

v. In case the bidder is a sister subsidiary or co-subsidiary company or subsidiary (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

- a. Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
- b. Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as **PROFORMA – XX** by the authorized officials.
- c. Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.

- d. Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.

4.0 PRICE EVALUATION CRITERIA:

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

- 4.1 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and shall be adopted for evaluation.
- 4.2 The bidders must quote their rates in the manner as called for vide “Schedule of Rates” under Part - II and the summarized price schedule format vide enclosed **PROFORMA - B**.
- 4.3 The quantities shown against each item in the “Price Bid Format (i.e. in Proforma-B)” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual number of days/parameter, as the case may be.
- 4.4 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per '**PROFORMA - B**'.

Total Estimated Contract Cost including all Taxes & Duties except GST and Basic Customs Duty:

$$\mathbf{T = A + B + C + D}$$

Where,

T = Total contract cost

A = AI Reservoir Model Creation Charges.

B = Field Development Planning Recommendation Charges

C = Software as a Service Charges (On Call-Out Basis)

D = Manpower Charges for AI Res Modelling PMO & VCO Services (Optional and On Callout Basis)

- 4.5 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

Tender No. CDH9450P22

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

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

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

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

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

- 4.9 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to L-1 bidder.

- 4.10 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering the Net Total amount* as per Price Bid Format.

*The Contractor's quoted rates should be inclusive of all statutory charges, taxes & duties.

- 4.11 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot among the parties offering the same overall lowest price.

- 5.0 Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

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

Tender No. CDH9450P22

- 7.0 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 8.0 Original Bid closing date will be considered for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.

9.0 PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES:

- 9.1 Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.
- 9.2 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.
- 9.3 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.
- 9.4 **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 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 or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.
- 9.5 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.

10.0 AWARD OF CONTRACT: The contract for hiring of the tendered services shall be awarded L-1 bidder subjected to purchase preference clause as below:

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

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

Purchase preference policy-linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. [Copy of the **notification is enclosed as Enclosure-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.

11.1 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.**

11.2 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.

Tender No. CDH9450P22

11.3 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.

11.4 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'.

11.5 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.

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

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

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com

Tender No. CDH9450P22

viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

12.2 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.

12.3 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 alongwith 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.

12.4 The methodology of inspection/ verification of documents followed by the agencies 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

Tender No. CDH9450P22

in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

- (b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empaneled third party agency shall not automatically make the bidder eligible for award of contract.**
- (c) Verification of documents (but not limited to) are normally categorized as under:
- i. General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
 - ii. Additional Documents : (If applicable against the tender)**
 - Joint Ventures Agreements – To cross-check with JV Partners
 - Consortium Agreements – To cross-check with Consortium Partners
 - Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern
 - iii. Technical Criteria**
 - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
 - iv. Financial Criteria**
 - Check and verify Audited Balance Sheet/CA certificate
 - To check the Line of Credit, if incorporated in the tender.

Notes:

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

13.0 COMMERCIAL EVALUATION CRITERIA:

- a. Bids shall be submitted under single Stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical Attachments" Tab** and Priced Bid as per **PROFORMA - B** uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.
- b. Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid shall be summarily rejected.
- c. The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- d. Bids should be valid for a period of **120 (one-hundred twenty)** days. Bids with shorter validity shall be rejected as being non-responsive.
- e. Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **"Bid Security Declaration" (PROFORMA - V)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- f. The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.

Tender No. CDH9450P22

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

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

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

j. Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

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

l. There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

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

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

14.0 GENERAL:

- a. 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. To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- c. If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- d. Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- e. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- f. The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

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

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY / OIL / Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative / Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value:

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

Shall mean the proposal / Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in

Tender No. CDH9450P22

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’

Tender No. CDH9450P22

- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

- 2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- 2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

- 3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

- 4.1 Effective Date of Contract:** The contract shall become effective as on the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by

the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK / CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

- 6.1** Perform the work described in the Terms of Reference / Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours / personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary

information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

8.0 DUTIES AND POWER / AUTHORITY:

8.1 OIL's site representative / engineer:

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

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

8.2 CONTRACTOR's representative:

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

Tender No. CDH9450P22

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

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

OR

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

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

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

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

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

Tender No. CDH9450P22

- 10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of **03 (three) months** beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and / or non-performance / un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance / un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.
Subject to credit in OIL's account within prescribed time
* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than **03 months**.
In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and / or in the event of termination of the contract under provisions of Integrity Pact and / or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.
- 11.0** **SIGNING OF CONTRACT:**
- 11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, **the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties**. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].
- 12.0** **CLAIMS, TAXES & DUTIES:**

- 12.1 Claims:** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.
- 12.2 Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the 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

Tender No. CDH9450P22

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

Tender No. CDH9450P22

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

Tender No. CDH9450P22

of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

- 12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8** Claim for payment of GST / Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10** The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

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

13.0 CUSTOMS DUTY, IF APPLICABLE:

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

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

14.0 INSURANCE:

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

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

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

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

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

14.5 Certificate of Insurance:

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

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage

Tender No. CDH9450P22

- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

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

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

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

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

14.9 Principal Assured:

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

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and/ Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

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

of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

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

16.0 LIMITATION OF LIABILITY:

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

- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials,

equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING/ASSIGNMENT:

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

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

procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or

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

Tender No. CDH9450P22

- 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

Tender No. CDH9450P22

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, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.

Tender No. CDH9450P22

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

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

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

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

Tender No. CDH9450P22

appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee / Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORS with the EPFO / ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details / status of the payment towards EPF / ESI made by the CONTRACTOR from the authorities / official website of EPF / ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

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

- b) If the contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss / damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties / taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

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

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

Tender No. CDH9450P22

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

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

Tender No. CDH9450P22

- 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

Tender No. CDH9450P22

Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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

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

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

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the

Tender No. CDH9450P22

- 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-

Tender No. CDH9450P22

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

Tender No. CDH9450P22

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:

Tender No. CDH9450P22

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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

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

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

Tender No. CDH9450P22

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.

Tender No. CDH9450P22

- 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].

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,

Tender No. CDH9450P22

COMPANY at its option, may terminate this Contract in its entirety or partially to the extent of non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

45.0 TO DETERMINE THE CONTRACT:

In such an event 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:

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all

Tender No. CDH9450P22

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

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

PART - II**Schedule of Rates (SOR) & Terms of Payment**

1. AI-ML based Reservoir Model Creation Charges (for timeline, please refer attached Proforma-B)

SN	ITEM	Unit	Qty	Unit Rate (excluding GST) in Rs.	Total Rate (excluding GST) in Rs.
			"a"	"b"	"c" = a x b
1.1	Initial analysis and QC of geological, geophysical, reservoir, logs, wells, production data and submission of associated interim report on reservoir review and data collection.	Lumpsum	1		
1.2	Creation of full-field AI-ML based <u>static reservoir model</u> and submission of associated interim report containing Volumetric Calculations as defined in the Scope of Work document.	Lumpsum	1		
1.3	Creation of full-field <u>AI-ML based dynamic reservoir model</u> that passes double blind test and meets predictivity requirements as defined in the Scope of Work document.	Lumpsum	1		

- a) The charges for initial analysis and QC of geological, geophysical, reservoir, logs, wells, production data and submission of associated interim report on reservoir review and data collection shall be payable one time on lump sum basis. It shall not exceed 5% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST).
- b) In the event of the Bidder quoting the above charge above 5% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST), only 5% of the said cost will be paid after successful completion of the

Tender No. CDH9450P22

initial analysis and QC and the submission of associated interim report. The remaining amount will be paid after successful completion of the contract.

- c) The charges for creation of full-field AI-ML-based static reservoir model and submission of associated interim report as defined in the Scope of Work document shall be payable one time on lump sum basis. The charges shall be payable upon acceptance of It shall not exceed 10% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST).
- d) In the event of the Bidder quoting the charge for creation of full-field AI-ML-based static reservoir model and submission of associated interim report above 10% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST), only 10% of the said cost will be paid after successful creation of the said model and submission of the associated interim report. The remaining amount will be paid after successful completion of the contract.
- e) The charges for creation of full-field AI-ML based dynamic reservoir model that passes double blind test and meets predictivity requirements as defined in the Scope of Work document shall be payable one time on lump sum basis. It shall not exceed 15% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST).
- f) In the event of the Bidder quoting the charge for the creation of the said AI-ML based dynamic reservoir model above 15% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST), only 15% of the said cost will be paid after successful creation of the said model. The remaining amount will be paid after successful completion of the contract.

Tender No. CDH9450P22

2. Field Development Planning Recommendation Charges

SN	ITEM	Unit	Qty	Unit Rate (excluding GST) in Rs.	Total Rate (excluding GST) in Rs.
			"a"	"b"	"c" = a x b
2.1	Interim Presentation (and associated report submission) at Guwahati and Duliajan on focussing on proposed field development plan (Predicted Future Performance of Existing Wells, Optimized Well Intervention and Infill Location Selection, Optimize Impact of Water Injection etc.).	Lumpsum	1		
2.2	Final report on the entire project incorporating OIL's views / comments.	Lumpsum	1		

- a) The charges for interim presentation (and associated report submission) at Guwahati and Duliajan, focusing on proposed field development plan (Predicted Future Performance of Existing Wells, Optimized Well Intervention and Infill Location Selection, Optimize Impact of Water Injection etc.) shall be payable one time on lump sum basis. It shall not exceed 10% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST).
- b) In the event of the Bidder quoting the charge for interim presentation above 10% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST), only 10% of the said cost will be paid after successful completion of the interim presentation. The remaining amount will be paid after successful completion of the contract.
- c) The charges for final report on the entire project incorporating OIL's views/comments shall be payable one time on lump sum basis. It shall not exceed 25% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST).
- d) In the event of the Bidder quoting the charge for the said final report above 25% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST), only 25% of the said cost will be paid after successful submission of the final report. The remaining amount will be paid after successful completion of the contract.

Tender No. CDH9450P22

3. Software as a Service Charges (on call-out basis)

SN	ITEM	Unit	Qty	Unit Rate (excluding GST) in Rs.	Total Rate (excluding GST) in Rs.
			"a"	"b"	"c" = a x b
3.1	Software Implementation & Customization Charges (includes initial process definition, setting-up validation rules, dashboard Customization).	Lumpsum	1		
3.2	Monthly SaaS (Software as a Service) Charge for Base Platform for one user with free usage for upto 50 hours per month. Includes all costs associated with cloud serviced (hosting, compute etc.). This payment shall commence after implementation till such time as contract ends. If platform has separate modules please incorporate charges for modules on Data Analytics, New Well Location Identification, Waterflood Optimization and Well Level Production Forecasting.	Monthly	24		
3.3	Hourly SaaS (Software as a Service) Charge for Base Platform. Includes all costs associated with cloud serviced (hosting, compute etc.). This payment shall commence after implementation till such time as contract ends. If platform has separate modules please incorporate charges for modules on Data Analytics, New Well Location Identification, Waterflood	Hours	2400		

Tender No. CDH9450P22

	Optimization and Well Level Production Forecasting.				
3.4	One-time data migration charges at end of contract.	Lumpsum	1		

- a) The charges for software implementation and customization shall include initial process definition, setting-up validation rules and dashboard customization and shall be payable one time on a lump sum basis. It shall not exceed 5% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST).
- b) In the event of the Bidder quoting the charge for software implementation and customization above 5% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST), only 5% of the said cost will be paid after successful completion of software implementation and customization. The remaining amount will be paid after successful completion of the contract.
- c) There shall be a Monthly SaaS (Software as a Service) Charge for Base Platform for one user with free usage for upto 50 hours per month. This shall include all costs associated with cloud service (hosting, compute, etc.). This payment shall commence after implementation till such time as contract ends. If platform has separate modules please incorporate charges for modules on Data Analytics, New Well Location Identification, Waterflood Optimization and Well Level Production Forecasting.
- d) There shall be an Hourly SaaS (Software as a Service) Charge for Base Platform. This shall include all costs associated with cloud serviced (hosting, compute etc.). This payment shall commence after implementation till such time as contract ends. If platform has separate modules please incorporate charges for modules on Data Analytics, New Well Location Identification, Waterflood Optimization and Well Level Production Forecasting.
- e) The BIDDER should ensure that the unused hours from the free usage limit should be carried over to the subsequent months in a quarter and there must be a capping of max usage of 300 hours over and above the free usage hours provisioned in a quarter.
- f) One-time data migration charges shall be payable one time on lump sum basis at the end of the contract. It is required to be greater than 5% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST).

Tender No. CDH9450P22

- g) In the event of the Bidder quoting the charge for one-time data migration in deficit of or less than 5% of the grand total contract cost for AIML based Reservoir Modelling in Indian Rupees (excluding GST), the deficit amount will be paid at the end of the contract.
- h) BIDDER shall raise SaaS invoice on a quarterly basis.

Tender No. CDH9450P22

4. Manpower Charges for AI-ML based Reservoir Modelling, PMO & VCO Services (on Callout Basis)

SN	ITEM	Unit	Qty	Unit Rate (excluding GST) in Rs.	Total Rate (excluding GST) in Rs.
			"a"	"b"	"c" = a x b
4.1	Mobilization charges for one Reservoir Champion	Lumpsum	1		
4.2	Operating charges for one Reservoir Champion	Per day	30		
4.3	Demobilization charges for one Reservoir Champion	Lumpsum	1		
4.4	Reservoir Champion Online Support (from Shared Resource). This resource shall be made available within 48 hours of request.	Per hour	300		

- a. Mobilization charges for Reservoir Champion shall be payable one time on lump sum basis. It shall not exceed 1% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST).
- b. In the event of the Bidder quoting the mobilization charge for Reservoir Champion above 1% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST), only 1% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.
- c. Operating charges for Reservoir Champion shall be payable on a per day basis.
- d. Demobilization charges for Reservoir Champion shall be payable one time on lump sum basis. It is required to be greater than 1% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST).
- e. In the event of the Bidder quoting the demobilization charge for Reservoir Champion in deficit of or less than 1% of the grand total contract cost for AI-ML based Reservoir Modelling in Indian Rupees (excluding GST), the deficit amount will be paid at the end of the contract.
- f. The charges for Reservoir Champion online support (from Shared Resource) shall be payable on a per-hour basis. This resource shall be made available within 48 hours of request.

Tender No. CDH9450P22

Notes:

1. All contractual day rates/charges, whatsoever, on account of Bidder's manpower etc. under this contract shall cease to exist with effect from the day, time or event as to be notified in the demobilization or SaaS Contract Termination (whichever is later) notice issued by Company.
2. Demobilization shall be completed by Bidder within 30 (thirty) days of expiry/termination of the contract. Bidder will ensure that demobilization is completed within the aforesaid period. No charge whatsoever will be payable from the date of notice to demobilize.
3. All quantities mentioned in the Schedule of Rates are for evaluation purposes only. Payments shall be made as per actual consumption.
4. On OIL's request, bidder shall remove and replace at their expenses, any of their personnel whose presence is considered reasonably undesirable or performance is found to be poor in the opinion of Company. The Bidder shall provide the supporting staff and labour at their own expenses.
5. The Contract price and unit rates shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.
6. All payments will be made directly to the successful bidder against invoices raised by the bidder along with supporting documents
7. Bidder is responsible to manage and settle the operating expenses and other related expenses as mentioned in the SOR on behalf of OIL in the duration of the contract.

SCOPE OF WORK (SOW) / TECHNICAL SPECIFICATIONS

1. Introduction

1.1. Purpose of Document

The purpose of this document is to describe the functional and technical specifications for AI-ML based Reservoir Model at OIL.

1.2. Background & Context

Oil India Limited (OIL) is a premier Indian National Oil Company engaged in the business of exploration, production and transportation of crude oil and natural gas, and production of LPG. The company's history spans the discovery of crude oil in the far east of India at Digboi, Assam in 1889 to its present status as a fully integrated upstream petroleum company.

OIL has a long history of exploration and production of hydrocarbons in the fold- belts of Upper Assam and Arunachal Pradesh. Now its exploration efforts are not limited to India but have crossed its borders to have global footprint as well. At present OIL has in-country Field Head-Quarter (FHQ) at Duliajan Assam, Center of Excellence for Energy Studies (CoEES) and Pipeline Head Quarter (PHQ) at Guwahati, Assam, Project offices at Jodhpur (Rajasthan) and Kakinada (Andhra Pradesh), Shipping office at Kolkata (West Bengal), E&D Directorate, Delhi and Corporate office at Noida.

OIL has initiated program DRIVE (Digital Readiness for Innovation and Value in E&P) to leverage recent advances in digital technologies to improve efficiency, increase safety, reduce wastages, increase customer value, achieve effective decision making and to address the challenges posed by ever changing business requirements.

1.3. Solution Description & Business Context

To efficiently develop and operate a petroleum reservoir, it is important to have a model that reproduces the behavior of the field and its response to changes. Currently, numerical reservoir simulation is the accepted and widely used technology for this purpose mainly because of the predictive capabilities given by the incorporation of reservoir physics in the form of equations that define the movement of fluid in porous media. AI-ML based (Artificial Intelligence) Technology, Data-Driven Reservoir Modeling is an alternative (or a complement) to numerical simulation. The AI-ML based technology uses the “Big Data” solution (Machine Learning and Data Mining) in order to develop (train, calibrate, and validate) full field reservoir models based on measurements (facts) rather than mathematical formulation of our current understanding of the physics of fluid flow through porous media. Compared to traditional numerical simulation, pure data driven AI-ML based reservoir models are much

faster but lack longterm predictive ability so it's applications are limited to extrapolation of the current situation over the short term future. In order to realize the benefits of speed offered by AI-ML based technology and the predictivity of numerical simulation, the desired solution needs to honor reservoir physics.

The business objectives of deploying an AI-ML based Reservoir Model at OIL are as follows:

- Improve Production enhancement opportunity management
- Decrease time and effort for reservoir modelling and updating
- Increase decision accuracy and quality
- Automate a currently manual reservoir opportunity maturation process
- Allow the G&R (Geology & Reservoir) team to focus efficiently on high-value Petro-technical efforts
- Upskill OIL G&R employees in data science

AI-ML, as a unique modeling technology, circumvents many pre-conceived notions and assumptions about mature fields and focuses on facts and field measurements to build sub-surface and surface models to optimize production. AI-ML based Reservoir Model integrates all field measurements such as well locations and trajectories, completions and stimulations, well logs, core data, well tests, seismic, along with production/injection history (including wellhead/bottom-hole pressure and choke setting) into a cohesive, comprehensive, and full field reservoir model using Artificial Intelligence-Machine Learning technologies that honor the Reservoir Physics.

Outcome of AI-ML based Reservoir Models are forecast of oil production, GOR (Gas Oil Ratio), Pressure and WC (Water Cut) of existing wells as well as field development planning that would include Opex (Choke-setting/well-head pressure optimization, Gas-lift optimization, Injection - location and volume optimization) and Capex (infill drilling and workover candidate identification) optimization. AI-ML based Reservoir Models can be used to identify the communication between wells, generate maps of remaining reserves, as well as reservoir conductivity which is defined as a composite variable that includes multiple geologic features and rock characteristics contributing to fluid flow in the reservoir.

The novelty of AI-ML technology systems from the fact that it is a complete departure from traditional approaches to reservoir modeling. Fact-Based, DataDriven Reservoir Modeling manifests a paradigm shift in how reservoir engineers and geo-scientists model fluid flow through porous media. In this new paradigm current understanding of Physics and Geology, in a given reservoir, is augmented with facts (data/field measurements), as the foundation of the model. The realistic and scientific AI-ML based reservoir model that is the main objective of this project includes three major characteristics that must be followed:

Tender No. CDH9450P22

- a) It must be a full-field model [single model applicable to all the wells in the field] not a well-based model [separate models for each single well] like traditional Decline Curve Analysis, and
- b) It must be generated through explainable Artificial Intelligence [XAI] rather than through Black Box algorithms.

The objectives of this digital use case are to generate an AI-ML-based reservoir predictive model (that honors Reservoir Physics) by performing Artificial Intelligence and Machine Learning on OIL' Area/reservoir A (See Annexure 1 and Annexure 2 for more details of Area A). The resulting predictive model shall be utilized to solve for the following Petro-technical objectives:

- Prediction of future performance of existing producers under various scenarios (eg: change of production bottom-hole-pressure, etc.)
- Optimized selection of infill well locations and well interventions
- Optimization of operational conditions (choke setting/well-head pressure) □ Optimization of Gas-Lift
- Assessing suitability / Optimization of Water Injection (location and amount) as and when required

The AI-ML based reservoir model is expected to integrate all field measurements such as well locations, trajectories, completions and stimulations data, well logs, core data, well tests, seismic data, along with production/injection history (including wellhead/bottom-hole pressure and choke setting) into a cohesive, comprehensive, and full field reservoir model using artificial intelligence technologies that also honor Reservoir Physics. The model and output should honor all field constraints such as Max BHP of each injector, Min BHP of each producer, max water injection rate at each well and at total field level etc).

The scope of work of the BIDDER shall consist of detailed study to develop an AIML based full field reservoir model based on available measured data of injection/production, wells' choke size, and WHP (Well Head Pressure), reservoir pressure, rock and PVT (Pressure, Volume, Temperature) data, and based on the current understanding of the physics of fluid flow through porous media. Post acceptance of the AI-ML based reservoir model for the pilot reservoir, a technology transfer program shall be initiated to enable OIL's executives to update AI-ML based reservoir models independently.

The supplied software shall be proven and best in class systems, latest at the time of implementation, based on state-of-the-art technology conforming to the objectives, scope, functional requirements, deliverables and other requirements set forth in this document. No prototype system or sub-system (application software / analytics) of an experimental nature should be offered. It shall be of open architecture for interfacing to existing third party/ legacy system and provide flexibility for future upgradations.

Tender No. CDH9450P22

All Hardware & Software during the operation are in the scope of the BIDDER and shall be on rental basis for the entire duration of the contract. BIDDER's material (if any) will be returned after the completion of the contract.

All data shall be progressively archived in industry standard format. Data shall belong to OIL and BIDDER will ensure smooth handover of data to OIL during and at the end of the contract.

2. Solution Specifications: AI-ML based Reservoir Modelling Requirements

2.1. Functional Requirements

2.1.1. Data Collection, Transfer and Quality Checking

A	FUNCTIONAL REQUIREMENTS: Data Collection, Transfer and Quality Checking
1	<p><u>Static Data QC</u></p> <p>Static data quality (for data available with OIL) should be checked and prepared (integration of processed data 'OR' raw data to be re-interpreted, if required) for the AI-ML based Reservoir Modeling. Static data shall include all the geological/geophysical data, petro-physical data, fluid data, pressure data, well drilling data, well completion data, vintage existing models that are delivered such as:</p> <ul style="list-style-type: none"> a) Formation Boundary b) Well Locations c) Well Surveys d) Well Configurations e) Well Completion <ul style="list-style-type: none"> I. Includes all completion modifications as a function of time II. Includes all perforation tops and bottoms f) Formation Tops g) Name and number of all existing reservoir layers with following details: <ul style="list-style-type: none"> I. Porosity II. Permeability III. Water Saturation h) Well Logs i) Postproduction Saturation Logs j) Production Logs (PLT) k) Core and SCAL l) Locations of known faults m) Seismic Attributes n) Date of First Production (for each well) o) Boundary conditions for each reservoir layer p) Initial Pressure, etc q) Any other relevant data

Tender No. CDH9450P22

2	<p><u>Dynamic Data QC</u></p> <p>Dynamic data quality (for data available with OIL) should be checked and prepared (integration of processed data 'OR' raw data to be re-interpreted, if required) for the AI-ML based Reservoir Modeling. Dynamic data shall include all the production and injection history. If estimates of static reservoir and Flowing Bottom hole pressure at multiple well locations (results of well tests) as a function of time are available, they shall be used as dynamic data too.</p>
3	<p><u>Operational Constraints QC</u></p> <p>Operational constraints should be quality checked and prepared for the AIML based Reservoir Modeling. The operational constraints shall include the following minimum data:</p> <ol style="list-style-type: none"> a) Well Pressure (wellhead pressure, flow-line pressure, and flowing bottom-hole pressure – if available) b) Wellhead Temperature (if available) c) Map of surface manifolds and separators d) Detail data of well tests at the surface manifolds used for well production allocations e) Number of days of production and injection per month f) Well Interventions (such as stimulations or workovers) g) Changes in completion (such as increasing the completion footage, or plugging certain portions of the well, etc.) h) Any other relevant data
4	<p>In case of any missing reservoir data BIDDER shall use its expertise in data driven modeling to find the best possible solution. BIDDER must align with OIL executives when arriving at such a solution.</p>
5	<p>All associated data ETL (Extraction, Transformation and Loading) required for AI-ML based Reservoir Modelling is in firm scope of BIDDER. BIDDER must do all associated data formatting as required by BIDDER provided software for AI-ML based Reservoir Modelling. Similarly, if any further interpretation/ re-interpretation of data is required for AI-ML based Reservoir Modelling, the BIDDER shall do all such interpretation/ reinterpretation without any additional cost to COMPANY.</p>
6	<p>BIDDER shall use best practice methodologies and data mining techniques to audit and review input data and shall highlight problems and issues with the data (bad data, outliers, etc.).</p>
7	<p>BIDDER shall share, with COMPANY executives, all reproducible and transferable procedures and workflows used for auditing input data.</p>
8	<p>The BIDDER shall maintain a checklist of the data collected from OIL and shall keep the COMPANY data confidential.</p>

Tender No. CDH9450P22

2.1.2. Pre-Processing, Data QC & Preparation

B	FUNCTIONAL REQUIREMENTS: Pre-Processing, Data QC & Preparation
1	<p><u>Data Mining</u></p> <p>BIDDER must ensure extensive pre-modelling data mining analysis to:</p> <ul style="list-style-type: none"> a) Comprehensively understand the details of the operations in the reservoir. b) Ensure that all the observed production and injection behaviour in the reservoir is supported by reasonable operational activities such as changes in surface constraints (well configuration, choke settings, well interventions, adding or closing perforations, etc.). c) Identify the Key Performance Indicators (KPIs) in the reservoir.
2	<p><u>Statistic Model</u></p> <p>BIDDER shall populate the intermediate AI-ML based Reservoir Model with the static (reservoir) characteristics and allocate the same to each of the reservoir layers which will be agreed upon by the BIDDER and OIL. BIDDER shall deploy algorithms to delineate or identify the reservoir portions that are influenced by each well.</p>
3	<p><u>Reservoir Management Data Analytics</u></p> <p>BIDDER domain experts shall conduct a review of the reservoir management elements using BIDDER proposed solution. BIDDER team shall study and diagnose the current state of reservoir performance by analyzing and processing reservoir and well data. The diagnostics shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> a) Reservoir contact analysis b) Reservoir pressure and Production analysis c) Fractional flow analysis d) Decline curve analysis (BIDDER is not expected to use DCA as a tool to provide reservoir management advisory) e) Flow unit allocation f) Stochastic material balance g) Voidage replacement analysis h) Heterogeneity index analysis

Tender No. CDH9450P22

4	BIDDER shall use the diagnostics to provide insights into the current reservoir and well behavior. These insights shall help OIL to identify the problematic areas that impact the reservoir's current performance. BIDDER shall also propose detailed and practical (Indian PSU context) action plans for OIL to create value from the reservoir by increasing production and reserves.
5	All the data organized and processed by the BIDDER shall be delivered back to OIL team in an organized database for future studies.
B	FUNCTIONAL REQUIREMENTS: Pre-Processing, Data QC & Preparation
6	BIDDER shall create a customized dashboard to view the organized data in order to facilitate future reservoir reviews. Dashboards/Reports shall be accessible on any mobile device, tablet or computer.

2.1.3. Development of AI-ML based Reservoir Model

C	FUNCTIONAL REQUIREMENTS: AI-ML based Reservoir Model
1	<p><u>Intermediate Reservoir Model Design</u></p> <p>The intermediate Reservoir Model shall be designed based on the data availability and the results of the analysis carried out in the Data QA-QC & Analysis stage. The BIDDER shall also determine the number of data driven models (ensemble ML) and the number and essence of the intelligent agents (agents that help ML algorithms to respect Geology and Physics). Depending on the data and specific problem being addressed any of the multiple workflows will be deployed in the design.</p>
2	<p><u>Machine Learning Architecture</u></p> <p>Once the Intermediate Reservoir Model is designed and the number of data driven models and intelligent agents have been determined, BIDDER's understanding of the data quality and quantity shall be used to determine the topology and the architecture of the machine learning algorithms. The architecture shall be capable of leveraging multiple aspects of AI-ML based technology such as automation, optimization and prioritization algorithms, Neural networks and will be supplemented with workflows developed to accelerate deployment.</p>
3	<p><u>AI-ML based Reservoir Model Training and Calibration</u></p> <p>Production and injection data along with operational constraints and static reservoir characteristics shall be used by BIDDER to history match Intermediate AI-ML based Reservoir Model simulations of production from each well using a Full Field model, and not individual models for each single well (similar to DCA). During the training of intermediate AI-ML based Reservoir Model, the BIDDER shall identify the most appropriate set of input variables that result in the best history match and calibration.</p>

4	<p><u>AI-ML based Reservoir Model Validation</u></p> <p>Upon satisfactory training and calibration of the AI-ML based Reservoir Model, OIL G&R team and BIDDER shall validate the Model using the tail end of production from each well (blind history match) with a clear understanding of the limitations and capabilities of the AI-ML based models. OIL and BIDDER shall jointly decide minimum conditions that define acceptable predictivity of the AI-ML based Reservoir Model (i.e. correlation coefficients). Validation of AI-ML based Reservoir Model shall be carried out basis agreed upon minimum predictivity conditions/requirements. The BIDDER shall mobilize cross-functional experts or additional Petro technical experts (Geologist, Geophysicist, Petro-physicist) to help explain the model creation process and working of the AI-ML based Reservoir Model to COMPANY's Petro technical experts during time of model acceptance by OIL's G&R team. The cross-functional experts and petro technical experts deployed on the project must carry at least 8 years of domain experience in the field of their expertise. The BIDDER must submit CVs detailing experience of the resources to OIL stakeholders before deployment.</p>
5	<p><u>Additional Features</u></p> <p>BIDDER's software shall have features to automate geo-engineering workflows such as:</p> <ul style="list-style-type: none"> a) Remaining Pay Interpretation: 3D drainage analysis workflow that considers perforation locations, log interpretations, baffle layers, fracture networks, fluid contacts, perforation strategy, and production allocation. b) Optimal Target Search: Optimized cellular search algorithm designed to maximize a target quality-based predefined objective function given a provided search domain as well as target configuration constrains. Probabilistic Initial Production Potential Forecasting: Multiple approaches including neighbourhood statistical methods, machine learning models (e.g., ANNs, DNNs, spatio-temporal learning), and physics-based analytical and upscaled parametric models. d) Interference Analysis: Optimization algorithm designed to select the best subset of non-interfering candidates using multi-objective functions c) Uncertainty Quantification: Assess structural / stratigraphic / mapping risks where applicable.
6	<p>The BIDDER shall use projection and geo-reference system of OIL for the AI-ML based Reservoir Model Creation.</p>

7	<p><u>Volumetric estimation (STOIIP)</u></p> <p>The BIDDER shall submit a static model, which shall contain the volumetric computation for each fault block and each reservoir and shall be reported in a comprehensive report. Sensitivity on the volumes shall be performed and uncertainty analysis workflow shall be elaborated in discussion with OIL. This analysis shall be used to define the P90/P50/P10 in-place volumetrics. The volumetric estimates provided by the BIDDER shall be compared and evaluated against conventional estimates (RA Note) which is updated annually based on SPE PRMS (Petroleum Resources Management System) guidelines and is readily available with OIL.</p>
---	--

Tender No. CDH9450P22

2.1.4. AI-ML Based Static Model, Simulation Outputs, Field Development & Production Enhancement Opportunities

E	FUNCTIONAL REQUIREMENTS: AI-ML Based Static Model, Simulation Outputs, Field Development and Production Enhancement Opportunities
1	<p><u>Volumetric estimation (STOIIP)</u></p> <p>The BIDDER shall submit a (static model) which shall contain the volumetric computation for the base case for each fault block and each reservoir, and shall be reported in a comprehensive report. Sensitivity on the volumes shall be performed and uncertainty analysis workflow shall be elaborated in discussion with the COMPANY. This analysis shall be used to define the P90/P50/P10 in-place volumetrics. The volumetric estimates provided by the BIDDER shall be compared and evaluated against conventional estimates (RA Note) already available with the COMPANY.</p>
2	<p><u>Predict Future Performance of Existing Wells</u></p> <p>BIDDER shall use AI-ML based Reservoir Model to forecast the production from each of the existing producing wells. BIDDER shall also forecast the production from any wells that OIL has already planned to drill and complete but does not have any production yet. The length of time for production forecasting shall be jointly determined by OIL and BIDDER.</p>

3	<p><u>Optimize Well Intervention and Infill Location Selection</u></p> <p>BIDDER shall use AI-ML based Reservoir Model to identify possible undrained areas in the reservoir and hence locate sweet spots or the best locations to recompleting existing wells and/or for drilling new infill wells (including different completions viz: Vertical, Horizontal, J-bend etc.).</p> <p>The BIDDER shall accomplish this in three (3) steps:</p> <ol style="list-style-type: none"> Identify general locations for potential infill wells that have been identified as locations with most potential for oil production, with acceptable values for GOR (Gas Oil Ratio) and WC (Water Cut). Perform areal optimization for proposed wells based on their proximity to existing wells along with checks for any interference effect on the neighboring well's production and any surface constraints. Identify the most appropriate depth at which they need to be drilled and completed. <p>The deliverables shall include:</p> <ol style="list-style-type: none"> Workovers opportunities, including identification of bypassed pay Additional infill well drilling: <ul style="list-style-type: none"> New vertical drill locations Sidetrack opportunities (provided sufficient sidetrack well data is provided) Optimal deviated/horizontal targets (provided sufficient deviated/ horizontal well data is provided) IP (Initial Production) forecast for each recommended well/ Expected production profile Drainage analysis of wells Risk assessment of wells Detailed geological insights and neighborhood analysis assessment/ validation of geological models
4	<p><u>Optimize Impact of Water Injection</u></p> <p>The BIDDER shall try to optimize using available/provided production and water injection data. If BIDDER deems that data is insufficient, they may use a suitable alternate method involving AI-ML Analytics, after discussion with OIL stakeholders, to assess if water injection strategies should be employed. BIDDER shall also help determine optimum volume of injected</p>

Tender No. CDH9450P22

E	FUNCTIONAL REQUIREMENTS: AI-ML Based Static Model, Simulation Outputs, Field Development and Production Enhancement Opportunities
	<p>water (while optimizing the volume of production wells), and/or in finding the best target locations for peripheral, and/or pattern water injection, if required.</p> <p>If required, the BIDDER shall accomplish this in the following four (4) steps:</p> <ul style="list-style-type: none"> a) Identify injector-producer connectivity and calibrate connection fractional flow. b) Predict reservoir response to several injection designs, patterns and scenarios and identify the most efficient frontier (pareto front) for each injection design. c) Optimize with objective of maximizing reservoir output with minimal capital investment. d) Develop a long-term water injection plan to address any modification to existing patterns/location and supplement with an appropriate surveillance and monitoring plan. <p>The deliverables shall include:</p> <ul style="list-style-type: none"> e) Calibrated model which matches historical well oil and water production and pressure. f) Optimized production and injection scenarios with target to accelerate rate, optimize water consumption and reduce liquid handling over the 2-3 month period from the date of recommendation. These will include: <ul style="list-style-type: none"> I. Target (or recommended) production & injection rates II. Identifying possible conversion candidates: producers to injectors and vice versa. III. Evaluate opportunities to reactivate inactive injector
5	The BIDDER shall deliver to OIL an Oil & Water saturation map. The BIDDER shall test and benchmark this map with RST logs. The map shall compare newly drilled performance to predict saturations in the map provided.
6	The BIDDER must make in-person visits at start of contract (during data collection phase) to FHQ, Duliajan and CoEES, Guwahati and during final presentation to FHQ, Duliajan and CoEES, Guwahati and CHQ, Delhi. Any costs associated with travel, lodging and boarding of BIDDER's personnel will be to BIDDER's account.

Tender No. CDH9450P22

2.1.6. Technology Transfer using SaaS (Software-as-a-Service) Business Model

F	FUNCTIONAL REQUIREMENTS: Technology Transfer using SaaS (Software-as-a-Service) Business Model
1	After satisfactory acceptance of AI-ML based Reservoir Model, OIL may choose to opt in for Technology Transfer via a SaaS model (for reworking both static and dynamic AI-ML based models). The SaaS model should be flexible to accommodate it's use by OIL, on a need basis. The model should also incorporate the billing based on the actual hours of usage.
2	This business model requires BIDDER to bundle their software (all modules used for delivering the AI-ML based Reservoir Model) with supporting professional services, required computing power, training, support, and full product upgrades including new features and benefits to be provided to OIL in a pay as you go model (quarterly billing). The tentative hours of usage will have to be estimated while proposing the budget for the whole project, in view of the standard practice followed in OIL pertaining to upfront sanction of the budget for any project. A system should be in place to maintain a log of the usage time of the SaaS model, which should be transparent to both the user and BIDDER parties, to eliminate any discrepancies during billing.
3	OIL may terminate the SaaS model at its own discretion during the contract period. When the SaaS contract ends, access to the Software shall end. However, OIL shall maintain ownership of all its data, which it can export for its own use as desired. The SaaS model needs to have the flexibility of "pay as you use", with complete hardware and software support during the pay-in period. The pay-in period need not be continuous and would depend upon the exact duration arising out of the need from OIL.
4	The BIDDER shall utilize a variety of modern knowledge-sharing mediums including workshops, brainstorming sessions, web-based systems, communities of practice, IT conferencing, dashboards, and private and public channels of communication to facilitate effective technology transfer

Tender No. CDH9450P22

2.1.7. PMO, VCO and Post Go-Live Support

G	FUNCTIONAL REQUIREMENTS: PMO, VCO and Post Go-Live Support
1	BIDDER shall deploy a Reservoir Champion to manage the software deployment, customization and change management aspects. The Reservoir Champion will be SPOC (Single Point of Contact) for value realization and software adoption. The SPOC shall liaise with key OIL executives, OIL Strategy Consultants and any 3 rd Party service providers.
2	BIDDER personnel (Reservoir Champion) shall support any changes, updates and solve for new issues (process changes) etc, as may be required post the AI-ML based Reservoir Modelling SaaS solution going live at OIL. Such services shall be requested by OIL on call-out basis,
G	FUNCTIONAL REQUIREMENTS: PMO, VCO and Post Go-Live Support
3	The Reservoir Champion shall help in updating the model with new data (Production & Injection data, new well etc.) every 3-4 months to ensure model recommendations are current and valid.
4	<p>BIDDER's Reservoir Champion will work with OIL executives and OIL's strategy consultants to align on the following during implementation phase:</p> <ul style="list-style-type: none"> a) Value Creation Inception and Baseline Identification b) Change management Strategy c) Training Definition d) End-user Acceptance & Cutover e) Change Interventions

Tender No. CDH9450P22

2.1.8. Training and Capability Building

H	FUNCTIONAL REQUIREMENTS: Training and Capability Building
1	BIDDER shall provide a written and illustrated instruction and training program to be used for training and competence development of OIL's personnel.
2	BIDDER shall conduct seminars to instruct OIL about the operation of AIML based Reservoir Modelling SaaS solution based upon the content and scope agreed with OIL.
3	The objective of the training program shall be to train OIL personnel to competent level across all major modules of the solution
4	BIDDER shall generate a training plan for OIL acceptance.
5	<p>BIDDER shall provide the following:</p> <ul style="list-style-type: none"> a) Training manuals b) Video c) Simulation and animation training aids d) Courses for all modules under the AI-ML based Reservoir Modelling scope
6	Course materials shall be issued to all course participants both in hardcopy, and electronic format. The materials shall become properties of OIL or its participants. Course material IP will stay with bidder. All course material will be in 'English' language only.
7	The training courses shall be conducted in English/Hindi
8	<p><u>User Training Course:</u> BIDDER shall provide training session of five (5) working days for (10) participants, immediately after issuance of LoA (Letter of Award) and at the time of model transfer to OIL.</p> <p>The audience of this training course will be OIL executives from G&R domain.</p>
H	FUNCTIONAL REQUIREMENTS: Training and Capability Building
	<p>The training course will include modules on:</p> <ul style="list-style-type: none"> a) Data uploading and system QA/QC checks b) Machine Learning Architecture Definition c) AI-ML-Based Modeling technology d) Data presentation e) Understanding systems reports and advices

Tender No. CDH9450P22

9	<p>The Consultant will involve OIL personnel during the critical phases of the model creation for training and transfer of technology. The following will be the terms for training:</p> <ul style="list-style-type: none">a) During all the critical phases of the study, OIL personnel viz. Geoscientists and Engineers will be associated with the Consultant for on-the-job training and technology transfer.b) All facilities of the Consultant related to this study will be made accessible to OIL personnel.c) All expenses for OIL personnel's visit to Consultant's office will be borne by OIL.
---	--

Tender No. CDH9450P22

2.2. Technical Requirements

2.2.1. General Technical Requirements

I	TECHNICAL REQUIREMENTS: Cloud
1.	BIDDER should propose a solution that is ready to be deployed on public cloud. As per the MEITY guidelines, proposed CSP (Cloud Service Provider) should be from the selected empaneled major cloud service providers by MEITY (Ministry of Electronics and Information Technology). In this regard the bidder needs to submit the MeITY empanelment certificate of the proposed CSP before start of the SaaS Services.
2.	BIDDER to adhere to the guidelines detailed by Government of India (available at https://meity.gov.in/content/gi-cloud-meghraj) for selecting a cloud service provider and SI partner for OIL India
3.	BIDDER will provide and maintain the cloud services for OIL, in partnership with selected cloud service provider (CSP)
4.	Cloud services under SaaS model shall only be offered from Data Centers audited and qualified by STQC under the Cloud Services Empanelment process.
5.	BIDDER to ensure that the solution should be CSP agnostic. In case of any issues identified with the selected CSP during implementation or maintenance period, the BIDDER will be responsible for migration, installation and commissioning of the system, in case of change of service provider, to the new cloud service provider.
6.	BIDDER shall clearly provide the exit plan from the cloud service provider ensuring minimum impact to the deployed solution.
7.	BIDDER will be responsible to setup, configure, data integration with OIL software/hardware, regular performance checks and maintenance of cloud service provider (CSP) server hardware, software and services.
8.	BIDDER will be responsible to offer OIL with applications running as a service, along with its security, network, storage requirements, upgradation of application, its maintenance and performance.

Tender No. CDH9450P22

9.	BIDDER to ensure CSPs shall make VMs receive OS patching, health checking, Systematic Attack Detection and backup functions on regular basis.
10	BIDDER to ensure that services offered under SaaS are available with automatic scale up (adding more resources to handle demand) and scale out (adding more systems to handle demand) to meet OIL's performance requirements.
11	BIDDER will control and manage the tools provided by the CSP. Provisioning, Installation, Configuration, Management, Monitoring of Security Services as per the requirements of OIL. BIDDER will also maintain and manage access control with Network Security Groups, NACL and routing tables and identify any security configuration gaps.
12	BIDDER will ensure that services offered under SaaS are enabled with data loss prevention tools and capability to monitor data flow.
13	BIDDER shall be responsible for ensuring that all data functions and processing are performed within the boundaries of India
14	BIDDER shall ensure that all the policies and procedures shall be established and maintained in support of data security to include confidentiality, integrity, and availability across various system interfaces and business functions to prevent any improper disclosure, alternation, or destruction.
15	BIDDER shall ensure that solution offered as SaaS is monitored, controlled and administered using web based tool with visibility to OIL.
16	BIDDER shall ensure that User Departments are provided with capability to generate custom reports around several parameters such as users, time, data, etc.
17	BIDDER shall ensure that User Departments are provided with a real time log-sheet of the LOGIN and LOGOUT time stamps and user identity to make the entries transparent between BIDDER & OIL at any point of time. The log sheet should be submitted as supporting document to the quarterly invoicing of SaaS model.
18	BIDDER shall be responsible to provide a mechanism to enable each OIL's administrator to create, manage and delete user accounts for that tenant in the user account directory.

Tender No. CDH9450P22

19	BIDDER shall ensure that solution offered as SaaS is available with automatic scale up (adding more resources to handle demand) and scale out (adding more systems to handle demand) to meet OIL's performance requirements
20	BIDDER shall ensure that solution offered as SaaS is enabled with data loss prevention tools and capability to monitor data flow.
21	BIDDER shall ensure that services offered as SaaS provide tools / capability for encryption of data-at-rest, data-in-processing and data-in-transit

Tender No. CDH9450P22

2.2.2. Network and Security Requirement

J	TECHNICAL REQUIREMENTS: Network and Security
1.	BIDDER will ensure that all network related configuration and setup required at both OIL and at CSP is complete in all respects. Network configuration required at OIL will be facilitated by OIL team and BIDDER will provide all necessary details related to firewall, routers, switches etc. All network related changes required at CSP end will be entirely BIDDER's responsibility.
2.	BIDDER will ensure that any service offered from the SaaS solution provider comply with PII data security standards like ISO 27018
3.	BIDDER should ensure an uptime of 99% for the solution (evaluated quarterly). BIDDER should ensure that OIL users and other users of the solution should always be able to login, access and function smoothly all necessary tasks within the product.
4.	BIDDER to provide secured access to the AI-ML based Reservoir Modelling Solution portal by OIL employees on public cloud through a secured channel. BIDDER to ensure the data during transit is secured and users can access the portal without any connectivity issues.
5.	BIDDER will ensure that services offered under SaaS provide tools / capability for encryption of data-at-rest, data-in-processing and data-in-transit. BIDDER will ensure that data security of OIL data on the CSP platform is always maintained and intact. There cannot be any data breach on the CSP OIL network or server. All necessary precautions required are to be taken by the BIDDER.
6.	BIDDER to ensure user should be able to access all the functionalities of proposed solution through OIL network.
7.	BIDDER to provide solution which has the capability for SSO and/or AD/LDAP authentication, OAuth etc.
8.	BIDDER to ensure when the user connects to the solution on cloud, the connection is established via a secured SSL (https) link.
9.	BIDDER will ensure that services offered under SaaS support encryption algorithms like AES256 or higher.
10.	BIDDER to ensure design specifications of the solution is such that there is minimum latency in the update of data/ refresh of dashboards, files, integration touch points with other systems.
11.	BIDDER will ensure that all the policies and procedures shall be established and maintained in support of data security to include confidentiality, integrity and availability across various system interfaces and business functions to prevent any improper disclosure, alternation, or

Tender No. CDH9450P22

	destruction.
12.	BIDDER will conduct Security / Risk Assessment audits at regular intervals (6 months) and submit the report to OIL
13.	BIDDER needs to implement Multi-Factor Authentication Services with comprehensive application security
14.	BIDDER to ensure SaaS solution / services offered to OIL shall have in-built functionality to integrate with existing authentication mechanisms like Active-Directory.
15.	BIDDER will be responsible to implement, manage and monitor DDoS, IPS, IDS technology and solutions to ensure the security of Cloud Services procured. Installation, Configuration, Implementation and management of Log Analyzer.
16.	BIDDER will be responsible to deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer. Deploy security patches on hardware and software and take regular backups of security configurations.

Tender No. CDH9450P22

2.2.3. Data Flow and Team Management Requirement

K	TECHNICAL REQUIREMENTS: Data Flow and Team Management
1.	BIDDER to ensure seamless data transfer with existing systems like SAP, PETREL, OFM, GRPC.
2.	BIDDER may choose to enable connection to multiple existing data sources such as SQL, MYSQL, Any Web Services, Web Links, MS Access, Oracle, Excel spreadsheets and other Oil and Gas industry standard databases, for data upload from these databases.
3.	In case of real-time sync between live production data, BIDDER should enable automation of data upload from source system and reduce dependency on manual intervention. The values on dashboard should get updated on pre-defined frequency automatically by sourcing required data from various sources.
4.	BIDDER to ensure solution architecture allows integration of data sources in future which might come up as part of digital strategy of OIL
5.	BIDDER to provide all necessary licensing details required to establish connectivity between existing systems and the AI-ML based Reservoir Solution.
6.	Access Management: User authorization should be enabled in order to control access to the solution depending on parameters such as user location, user department, role level and designation etc. Once user is authenticated, only approved set of tasks, dashboards etc. should be accessible as per the defined role etc.
7.	BIDDER to ensure inbuilt dashboards should have user access hierarchy viz. View, Design, Modify, Admin access to all user roles defined by OIL. Data access to be defined for various roles within each department so that role specific data is visible to them.
8.	BIDDER will be responsible to ensure that the services offered from SaaS provide a mechanism to authenticate and authorize users
9.	BIDDER to ensure SaaS solution shall be able to segregate users on basis of privileges granted to the users.
10.	BIDDER will provision and implement role-based authentication when required and separation of identities shall be maintained in multi-tenant/ multi-instance environment.

Tender No. CDH9450P22

11.	Solution shall have capabilities to record session logs, access logs, process logs & design platform logs of all user and system activities. System shall be able to report any faults if found in these logs.
12.	BIDDER to ensure that any service offered as SaaS are monitored, controlled and administered using web-based tool with visibility to OIL.
K	TECHNICAL REQUIREMENTS: Data Flow and Team Management
13.	BIDDER will ensure that OIL is provided with capability to generate custom reports around several parameters such as users, time, data, etc.
14.	BIDDER will be responsible to provide a mechanism to enable OIL's administrator to create, manage and delete user accounts for that tenant in the user account directory.

Tender No. CDH9450P22

2.2.4. AI-ML Technical Requirement

L	TECHNICAL REQUIREMENTS: AI-ML technical requirements
1.	Solution should be able to do data patching wherever key parameters like (Choke Setting, Wellhead Pressure, Wellhead Temperature, Flow-line Pressure, Flow-line Temperature etc.) have missing data points.
2.	Solution should be able to find data anomalies during data preparation stage, identify key outliers and patch missing data wherever required accordingly.
3.	Solution should be able to perform data pre-processing activities like data integration check, data deduplication etc. on raw data to normalize data for modelling.
4.	Solution should offer intuitive user interface and should be capable of collecting data from disparate data sources (production data, log data, and surveillance data) onto a single central software platform.
5.	Solution should offer intuitive/interactive capabilities to quickly process and clean data needed for machine learning. It should also offer options to autopilot smart data processing.
6.	Solution to ensure data assimilation is automatic and continuous after the initial setup and shall leverage sophisticated algorithms requiring minimal human intervention from OIL users.
7.	Solution should be able to ensure data governance model should be adaptable for managing the quality, consistency, reliability, usability, security, data integrity and availability of the solution.
8.	Solution should have the capability to ensure data quality by providing detailed metrics on completeness, validity, accuracy, recency based on the counts, frequency distributions, pattern frequencies and other relevant metrics.
9.	Solution should be able to use multiple clustering techniques using a wide range of functions on all parameters like partitioning methods, hierarchical clustering, fuzzy clustering etc.
10.	Solution should be able to meet data organizational standards for data quality and business processes using validation routines assessed by statistical measures as well as customized business rules.
11.	Solution should be able to detect data that falls outside predetermined thresholds and gain insight into source data integrity.

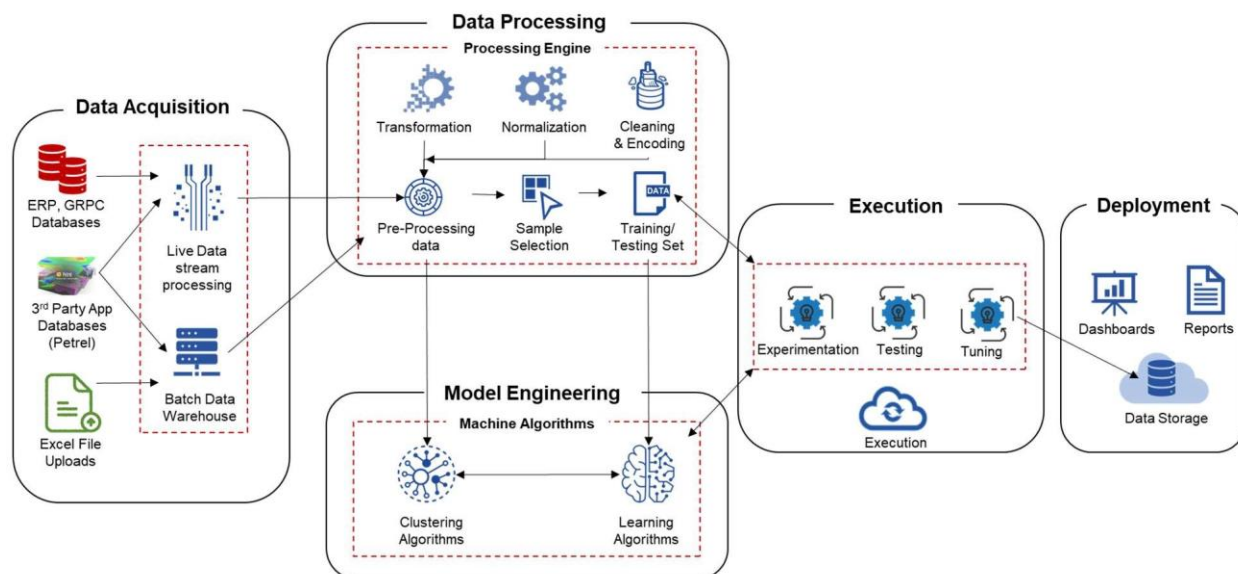
Tender No. CDH9450P22

12.	Solution should include both analytics and optimization algorithms, as well as visualization tools and decision-making workflows.
13.	The solution may have the capability to provide fuzzy logic to induce tolerance during history data matching.
14.	The solution may use forecasting methodologies like Correlations which would create a numerical measure of some type of correlation, a statistical relationship between two input variables.
15.	<p>BIDDER solution may use multiple types of correlation in order to arrive at statistical relationship like:</p> <ul style="list-style-type: none"> a) Positive, Negative or Zero Correlation: b) Linear or Curvilinear Correlation: c) Scatter Diagram Method: d) Pearson's Product Moment Co-efficient of Correlation: e) Spearman's Rank Correlation Coefficient: etc.
16.	The solution may create a predictive model measured by correlation coefficients between the measured data (oil and gross production) and the modeled equivalent data. A model would be deemed to be predictive if correlation coefficients meet pre-defined predictivity requirements jointly agreed between OIL and the BIDDER.
17.	<p>The solution may also use unsupervised learning statistical techniques to extract information from raw data so that historical trends, seasonality can be accurately captured within the statistical output model:</p> <ul style="list-style-type: none"> a) Principal Component Analysis b) K-Means Clustering c) Hierarchical Clustering etc.
18.	The solution may use neural networks like artificial neural networks, modular neural networks, recurrent neural networks etc. to improve predictive capabilities of the model.
19.	<p>The solution may develop deep learning models using neural networks like:</p> <ul style="list-style-type: none"> a) Artificial Neural Networks (ANN) b) Decision Tree Ensembles (DTE) c) Auto-Machine Learning (AutoML) d) Feedforward Neural Network e) Kohonen Self Organizing Neural Network f) Recurrent Neural Network (RNN) g) Modular Neural Network etc.

Tender No. CDH9450P22

20.	The solution may also use various analytics models like: MVR, ARMA, Bayesian Analysis, Regression etc.
21.	The solution may also use forecast methods to improve model prediction like: <ul style="list-style-type: none">a) Normalized Zone Type Curves (ZTC)b) Spatial-Temporal Interpolation (STI)c) Neighborhood Fluid Rates (NFR) etc.
22.	Solution to ensure users should be quantitatively able to optimize a variety of future performance indicators through user intuitive design.
23.	Solution should offer capability to develop and deploy machine learning models effectively within organizations by building self-capability (ML platform capabilities). OIL users should be able to identify trends, patterns and correlations from multidimensional data and thus implement and deploy it in the production environment.
24.	Solution should be web-based software platform allowing users to conduct cutting-edge machine learning practices and predictive analysis which will help deliver high-quality production-level models through a few mouse clicks without coding effort.
25.	Solution should offer intuitive capabilities and act as an educational platform which will guide users throughout the entire data-to-model process without a single line of code to be written by the users.
26.	Solution should be able to automatically train and tune models parallelly on the cloud. ML technology should find the optimal model configuration for models automatically so that users with minimal training can generate models with maximum accuracy.
27.	Solution should offer to be collaborative platform to maximize the power of machine learning within teams. Users should be able to share data and models across data engineer, data scientist, machine learning expert, IT or engineering teams.
28.	Solution should also have the capability to provide answers to user queries and also the reasons behind answers using the built-in explainable machine learning module.
29.	Solution should deliver value by generating machine learning models (both through unsupervised and supervised learning) that can unveil hidden trends and patterns from data, offering new solutions or opportunities within the organization.

2.3. Solution Reference Architecture (Indicative)

AI RESERVOIR MODELLING - PROPOSED ARCHITECTURE

3. Maintenance during SaaS – Terms & Conditions

The selected BIDDER shall deploy resources for operations and maintenance to carry out regular ongoing work related to upgrades, updates, bug fixing and enhancements etc. The O&M shall be carried out by the selected BIDDER after Go-LIVE.

SN	MAINTAINABILITY REQUIREMENTS
1.	The SaaS period will be for a period of 2 years (further extendable by 1 year, optional). The BIDDER shall provide software upgrades/updates and necessary maintenance during such period at no extra cost to OIL
2.	BIDDER must provide software upgrades, updates, software enhancements during this period at no extra cost to OIL within two (2) weeks from the date of release.
3.	BIDDER must provide an effective incident and problem management system. The system must help OIL resolve issues/tickets raised and have procedures that help reduce the impact of problem that occur and minimize its reoccurrence.

Tender No. CDH9450P22

4.	BIDDER to ensure proactive detection and removal of any virus that may affect the computing, storage, applications, systems and communications infrastructure. The BIDDER is to use detection tools, keep the tools current, support the users in the recovery process if infected, remove root causes for potential future infection and to report to OIL on all incidents and actions to prevent future infections.
5.	BIDDER will be responsible to remove bugs that are already identified/ will be identified during the contract period.
6.	BIDDER to share the list of already identified bugs at the time of sharing the LOI during the Go-LIVE phase. Tickets raised against these bugs must be resolved by the BIDDER in a timely manner as per defined SLAs.
7.	BIDDER to support in ticket resolution and technical assistance/discussion wherever required for issues reported by end users/departments for related issues.
8.	BIDDER will ensure as and when required BIDDER would perform data validation/ correction to enable easy and convenient user experience. The selected BIDDER will be responsible for data integrity, will also identify the type & nature of data error and reports will be handed over to concerned OIL team or any other nominated agency from OIL for correction and resubmission.
9.	BIDDER to share by preparing and submitting relevant metrics with OIL such as Active Users, Crashes etc. on a regular basis, BIDDER will promptly diagnose and fix the issues reported on priority.
10.	BIDDER to ensure adherence to SLA, provide SLA monitoring tool, adherence dashboard to OIL for evaluation of different service level parameters.
11.	BIDDER shall conduct standard maintenance activities like service packs, updates and upgrades without impact on business. Any update requiring system downtime, BIDDER will share the downtime window with OIL for approval. Once approved the downtime to be carried out in that time frame. In case of failure the system is to revert to the same state without any defects.
12.	BIDDER shall provide software updates or other mitigating controls when vulnerabilities are discovered as part of regular health check.

Tender No. CDH9450P22

13.	<p>BIDDER shall configure & customize the following as per OIL requirement during the contract period.</p> <ul style="list-style-type: none"><input type="checkbox"/> User Interface<input type="checkbox"/> Integrations<input type="checkbox"/> Workflows<input type="checkbox"/> Business/decision rules<input type="checkbox"/> Version Management & Rollbacks & so on.
14.	<p>BIDDER should build an ability to historize, report and track the changes made in the solution with the details of time, type of change, change details and user related to the change.</p>

15.	<p>Necessary VAPT to be conducted at regular intervals (6 months) mandatorily and whenever specially requested by OIL through CERTIn empanelled auditors. The observations must be noted, and vulnerabilities mitigated within reasonable time as decided in consultation with the OIL IT team.</p>
16.	<p>OIL might conduct security audit, maintenance check, every 6 months and submit a security audit report which shall include the app/ web application level vulnerabilities and provide recommendations for remediations of identified vulnerabilities. BIDDER shall be responsible for fixing issues raised by third party security Auditor nominated by OIL so that security audit clearance certificate can be issued as per CERT-In requirements.</p>
17.	<p>BIDDER is responsible for both planned and unplanned shutdowns. In case of a planned shutdown, BIDDER needs to get approval from OIL team and convey well in advance of the system downtime. The downtime window will be conveyed by BIDDER and scheduled maintenance will be carried out during that time period only. BIDDER will up the system with business as usual conditions within the downtime window.</p>
18.	<p>System shall have the facility for taking backup of all data whenever required. The frequency of data back-up will be decided by BIDDER in consultation with OIL team. The recovery of backup and restoration of the software in case of any failure or a required recovery procedure is responsibility of the BIDDER.</p>
19.	<p>BIDDER to ensure any software issue, failure, upgrade or in any way the software is not in working condition needs to be resolved by the BIDDER. The OIL team will log a ticket into the portal provided by the BIDDER and the same shall be tracked as per the SLA section.</p>

Tender No. CDH9450P22

20.	BIDDER to ensure regular backup of application and database servers. The frequency of backup will be decided as per discussions with the OIL IT team.
21.	BIDDER needs to ensure solution back up of OIL data with the help of Files & Images: Frequency for full backups and incremental backups Databases and log files: Frequency for full backups and incremental backups.
22.	BIDDER will be responsible to configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per finalized policy discussions with OIL. Also, BIDDER will be responsible for administration, tuning, optimization, planning, maintenance, and operations management for backup and restore. Exit Management / Transition Out Phase
23.	The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with OIL.
24.	BIDDER needs to provide a comprehensive exit management plan and ensure that all the documentation required for smooth transition including configuration documents are kept up to date and is handed over to the OIL during regular intervals as well as during the exit management process.
25.	BIDDER needs to address and rectify the problems with respect to migration of the OIL's data and related IT infrastructure during the transition.

4. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the BIDDER to OIL India Limited for the duration of this Agreement. Service Level Agreement (SLA) shall become the part of Agreement between OIL India and the BIDDER. SLA defines the terms of the BIDDER's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The BIDDER to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services.

Penalties shall not be levied in the following cases:

Tender No. CDH9450P22

- a) There is a Force Majeure event effecting the SLA which is beyond the control of the BIDDER.
- b) The non-compliance to the SLA is due to reasons beyond the control of the BIDDER.

Note: BIDDER is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of BIDDER”, the BIDDER would still need to fix the issue (if it is not functional as per SLA) within the SLA defined for resolution of Critical Level/ High Level/ Medium Level/ Low Level issues. In case the BIDDER doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

4.1. Definitions

For the purposes of this service level agreement, the definitions and terms specified in the contract along with the following terms shall have the meanings set forth below:

S. No	Term	Definition
1	Uptime	Shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non-IT and IT) can be calculated as: $\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})]\} * 100$
2	Downtime	Shall mean the time period for which the specified services/ components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of BIDDER.

Tender No. CDH9450P22

3	Latency	Refers to the average time required for round-trip packet transfers between selected junctions/locations on the selected portions of the network backbone during a calendar month.
4	Packet Loss	Refers to the average percentage of IP packets transmitted between selected junctions/locations during a calendar month that are not successfully delivered
5	Incident	Refers to any event/abnormalities in the functioning of the Services specified as part of the Scope of Work of the System Integrator that may lead to disruption in normal operations of the surveillance system and other field equipment.

6	Response Time	Shall mean the time elapsed from the moment an incident is reported in the Helpdesk, over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same
7	Resolution Time	Shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective BIDDER, getting the confirmatory details about the same from the BIDDER and conveying the same to the end user), the services related troubles during the first level escalation.

8	Incidence Resolution	<p>Resolution of incidence as per below priority levels:</p> <ul style="list-style-type: none"> • P1 (Critical): Impacting Application/Database servers, handheld application, an error renders portal solution completely unusable or nearly unusable or introduces high degree of operational risk. No workaround is available. Large number of users and/or core functionality is severely impacted. • P2 (High): Error renders essential functionality of the application to be consistently unavailable or obstructed and causes a moderate level of hindrance or risk. Workarounds may be available, but the use of application is acutely degraded and cause continuing operational risk. A moderate number of users are significantly impacted, but overall the application continues to function • P3 (Medium): Error is an inconvenience or causes inconsistent behavior, which does not impede the normal functioning of the application. It could be an error that occurs inconsistently and affects nonessential functions, or it is an inconvenience that impacts a small number of users • P4 (Low): Error has a small degree of significance or is a minor cosmetic issue or is a “one off” case. A “one off” case occurs when the error occurs infrequently and cannot be reproduced easily. These are errors that do not impact the daily use of the program. A Low error is something that does not affect normal use, can be accepted for a period, but the user would eventually want changed • P5 (Very Low): Error/failure which has very low business impact but is required to be addressed so that it is resolved in near future. <table border="1"> <thead> <tr> <th>Severity</th><th>Response Time</th><th>Target Resolution</th></tr> </thead> <tbody> <tr> <td>Critical (P1)</td><td>1 hour</td><td>4 Business Hours</td></tr> <tr> <td>High (P2)</td><td>4 hours</td><td>24 Hours</td></tr> <tr> <td>Medium (P3)</td><td>8 hours</td><td>2 Business day</td></tr> </tbody> </table>	Severity	Response Time	Target Resolution	Critical (P1)	1 hour	4 Business Hours	High (P2)	4 hours	24 Hours	Medium (P3)	8 hours	2 Business day
Severity	Response Time	Target Resolution												
Critical (P1)	1 hour	4 Business Hours												
High (P2)	4 hours	24 Hours												
Medium (P3)	8 hours	2 Business day												

Tender No. CDH9450P22

		Low (P4)	24 hours	3 Business days
		Very Low (P5)	2 Business days	15 Business Days

4.2. Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for breach conditions. The BIDDER will get 100% of the Contracted value if there are no breaches reported for any of the SLA's. The penalty would be compounded every quarter. The payment shall be made after deducting the liquidated damage. SLA monitoring would be responsibility of the BIDDER. The BIDDER must provide monthly reports of all the SLAs and any ad-hoc report as may be required by OIL. OIL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/revision of the SLA parameters. The SLAs defined, shall be reviewed by OIL on quarterly basis after consulting the BIDDER, Project Management Consultants and other experts. All the changes would be made by OIL after consultation with the BIDDER and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

4.3. During Implementation SLA

These SLAs shall be used to evaluate the timelines for completion of deliverables till Go-Live.

S. No	Definition	Timely delivery of deliverables would comprise entire bill of material and the application systems, and as per successful UAT of the same
1	Service Requirement Level	All the deliverables defined in the contract must be submitted on-time on the date as mentioned in the contract with no delay

Tender No. CDH9450P22

2	Measurement of Service Level Parameter	To be measured in number of weeks of delay from the timelines mentioned in the section "Project Timelines"
3	Penalty for Non achievement of SLA Requirement	<p>Any delay in the delivery of the project deliverables (solely attributable to BIDDER) would attract a liquidated damage per week of 0.5% of the value per week of the services cost as mentioned in commercial bid.</p> <p>If the liquidated damage reaches 10% of the total contract value, OIL may invoke termination clause.</p>
4	Other Liquidated Damages charges linked to project deliverables and implementation	<p>a) Liquidated Damage (LD) charge of 0.5% per week of sum total annualized contract value shall be applicable if time taken to submit interim report on reservoir review and data collection exceeds 45 (forty-five) days from date on which data is provided to BIDDER.</p> <p>b) Liquidated Damage (LD) charge of 0.5% per week of sum total annualized contract value shall be applicable if time taken to submit interim report containing Volumetric Calculations as defined in the Scope of Work document, exceeds 105 (one-hundred and five) days from date on which data is provided to BIDDER.</p> <p>c) Liquidated Damage (LD) charge of 0.5% per week of sum total annualized contract value shall be applicable if time taken to submit full-field AI-ML based dynamic reservoir model as defined in the Scope of Work document, exceeds 135 (one-hundred and thirty five) days from date on which data is provided to BIDDER.</p>

Tender No. CDH9450P22

		<p>d) Liquidated Damage (LD) charge of 0.5% per week of sum total annualized contract value shall be applicable if time taken to deliver interim Presentation (and associated report submission) at Guwahati and Duliajan proposing field development plan, exceeds 30 (thirty) days from date on which AI-ML based Reservoir Model is accepted by OIL.</p> <p>e) Liquidated Damage (LD) charge of 0.5% per week of sum total annualized contract value shall be applicable if time taken to submit final report (as per Scope of Work document, incorporating comments from OIL) exceeds 75 (seventy five) days from date on which AI-ML based Reservoir Model is accepted by OIL.</p> <p>f) Liquidated Damage (LD) charge of 0.5% per week of sum total annualized contract value shall be applicable if time taken for Software Implementation & Customization as defined in the Scope of Work document, exceeds 45 (forty five) days from date on which SaaS Software Implementation notice is awarded to BIDDER.</p> <p>g) Liquidated Damage (LD) charge of 0.5% per week of sum total annualized contract value shall be applicable if time taken for one-time data migration as defined in the Scope of Work document, exceeds 30 (thirty) days from date on which notice for termination of SaaS contract and data migration request notice is awarded to BIDDER.</p> <p>h) Liquidated Damage (LD) charge of 0.5% per week of sum total annualized contract value shall be applicable if time taken for mobilizing Reservoir Champion exceeds 15 (fifteen) days from date on which mobilization notice is awarded to BIDDER.</p>
--	--	--

4.4. Post-Implementation Phase

1. These SLAs shall be used to evaluate the performance of the services on monthly basis, but penalties would be levied for cumulative performance for the quarterly basis.
2. Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from OIL or through the Performance Bank Guarantee.
3. The upper limit of penalty would be capped at 10% of the SaaS contract value for each quarter. In case the calculated penalty crosses 10% penalty of the SaaS contract value in 2 subsequent quarters, the penalty cap for the third quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 20% of the SaaS contract value
4. Where SLA measurement is done on a monthly basis, sum of Liquidated Damages associated with each month shall apply for the quarter.
5. Performance Liquidated Damages shall be levied for not meeting each SLA.
6. Breach of SLAs target shall result in various severity level based on the business impact the component causes to services.
7. The severity levels of SLAs and the associated financial Liquidated Damages are defined as per the following table:

Severity	Response Time	Target Resolution	Liquidated Damages as a % of quarterly payment applicable
Critical (P1)	1 hour	4 Business Hours	No Penalty (95-100%) 2% (<95%)
High (P2)	4 hours	24 Hours	No Penalty (90-100%) 1% (<90%)
Medium (P3)	8 hours	2 Business day	No Penalty (90-100%) 0.5% (<90%)

Tender No. CDH9450P22

Low (P4)	24 hours	3 Business days	No Penalty (90-100%) 0.1% (<90%)
Very Low (P5)	2 Business days	15 Business days	0.1%

5. Special Terms and Conditions

Documentation

- Bidder must provide necessary documentation (Software Requirement Specs Document, Functional Document and Technical Document) of the project to OIL.
- The entire solution developed should be the property of OIL and property rights need to reside with OIL.
- As and when required by OIL, proper handover of the application (in operational state) should be given to OIL.

Personnel to be deployed by Successful Bidder:

- Bidder warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently. The bidder shall deploy resources at the client site in Duliajan for configuration, customization, development, testing, implementation etc. of the operator rounds. The project shall be deemed to begin once resources report at the client site. All related expenses to be borne by the bidder.
- The Bidder should ensure that their personnel observe applicable company and statutory safety requirement. Upon OIL's written request, bidder, entirely at its own expense, shall remove immediately any personnel of the bidder determined by OIL to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- The Bidder shall be solely responsible throughout the period of the contract including the installation and commissioning phase for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, en-route/ local boarding, lodging & medical attention etc. OIL shall have no responsibility or liability in this regard. However, OIL shall provide available medical

Tender No. CDH9450P22

assistance/facilities to bidder's personnel in case of emergency at its own establishment on chargeable basis.

- Bidder's key personnel shall be fluent in English language (both writing and speaking).
- Bidder to ensure that profiles submitted along with bid should be deployed for complete project delivery. In case of any deviation from this mandatory requirement it must be approved by OIL.
- Bidder will also provide 2 additional CVs during bid submission for the roles mentioned in Scope of Work, which will act as back up for the primary key personnel approved for this project. These additional CVs should meet the manpower requirements as listed in Section 8 to execute the project successfully.
- Bidder must not change the key personnel deployed during installation and commissioning of the solution. Key personnel cannot be changed during the tenure of the Contract, especially during design, development and testing phase except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval by OIL.

Obligations of Bidder:

- The bidder must supply software licenses, provision cloud infrastructure, handhelds, other on-premise hardware and render services of design, development, system integrations, commissioning the solution and imparting trainings as per the scope of work. All services rendered as defined under the scope shall be done at FHQ, Duliajan, Assam unless approved otherwise by OIL.
- 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.
- On OIL's request, bidder shall remove and replace at their expenses, any of their personnel whose presence is considered reasonably undesirable or performance is found to be poor in the opinion of Company. The Bidder shall provide the supporting staff and labour at their own expenses.
- Bidder 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 cover all its obligations under the contract.
- Bidder shall give or provide all necessary supervision for performance of the services during and after design, development and thereafter within

Tender No. CDH9450P22

the maintenance period as OIL may consider necessary for the proper fulfilling of bidder's obligations under the contract.

- The bidder will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
- The bidder shall bear all expenses on account of repair/replacement of all their materials, equipment etc. consequent upon any damage/loss/nonperformance during services implementation.
- The bidder shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect. Bidder must take complete responsibility of all safety aspects during the entire execution of the project.

Confidentiality

- Bidder agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the execution of the project and to take all reasonable steps to ensure the bidder's personnel likewise keep such information confidential.
- This obligation shall keep in force even after the expiry of the contract period and until such information will be disclosed by OIL.
- COMPANY's data shall not be used by the BIDDER for publishing papers and patents, without prior explicit written consent from COMPANY.

Other Conditions

- Contract duration will be considered either till completion of 24 months of usage of the base platform (SaaS) from the date of call-out or expiry of 3 years from the date of LOA, whichever occurs earlier.
- The Bidder will conduct mandatory monthly meeting and shall submit a progress on a quarterly basis during the AI-ML based Reservoir Model Creation Phase.
- The Bidder will assign a Reservoir Champion with single point responsibility for the entire project cycle. In case of the bidder is participating in a technical collaboration or Joint Venture with another party, the Reservoir Champion needs to be assigned by the technical collaborator or the Joint Venture Partner.
Any issue regarding the project design or implementation related issues shall be addressed by this Reservoir Champion.
- The Reservoir Champion deployed on the OIL Project by the BIDDER must be designated to liaise with OIL for regular interactions, progress review and issue resolution.

Tender No. CDH9450P22

- Reservoir Champion to adopt recognized project management methodology to oversee and manage the complete delivery and coordinate all subelements of the project and manage overall project GANTT chart, RACI chart, Communication plan, Risk plan and HSE plan.
- Reservoir Champion with his team will manage the solution implementation and delivery including:
 - o Data QC, AI-ML based Reservoir Modelling, FDP Recommendations
 - o Install, test, integrate and document the technology used in the project.
 - o Provide walk-through, acceptance and sign-off on technology.
- The Reservoir Champion will also arrange for the fort-nightly meeting with OIL representatives at Duliajan for the project execution status and future plan. The minutes of the meeting duly signed by the Bidder and OIL representatives need to be documented properly.
- During all stages of the AI-ML based Reservoir Model Creation, the COMPANY's personnel shall be closely associated with BIDDER's personnel and shall have full access to Work-in-Progress of AI-ML based Reservoir Model.

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

6. Project Timelines (Indicative)

[illegible]

Annexure-I-A

[illegible]

7. Manpower Requirement

To substantiate the experience asked for, the bidder must submit the relevant CV of the persons who will be associated with OIL for the duration of this entire project. OIL would do due diligence and approve the placement of the person.

The Team proposed to be deployed shall remain unchanged during the contract period unless under unavoidable circumstances. In such a situation, the change will only be permitted with prior written consent of OIL. The new member(s) proposed to be deployed shall also meet the minimum experience as defined in the tender.

S.N.	Role	Qty	Required Qualification
1	Reservoir Engineering SME	1	<ol style="list-style-type: none"> 1. <u>Minimum years of experience</u> in Reservoir Management domain of Oil and Gas Industry should be fifteen (15) years. 2. Should have delivered at least two (2) AI-ML based projects in Reservoir Modelling domain. 3. Should have authored/co-authored at least (two) 02 technical papers or journal publications in reputed industry publications related to AI-ML Reservoir Modeling over the last seven (7) years prior to original Bid closing date.
2	Reservoir Champion*	1	<ol style="list-style-type: none"> 1. Graduate Degree in Petroleum/ Mechanical/Masters in Geology or equivalent/higher engineering degree 2. Minimum ten (10) years' experience: <ul style="list-style-type: none"> • Minimum 3 years' experience in Reservoir Management • Minimum 3 years' experience in AI-ML Based Reservoir Modelling • <u>Minimum 1 project</u> in AI-ML Based Reservoir Modeling

*The BIDDER should nominate their Reservoir Champion before the commencement of the contract and subsequent change, if any, of the Reservoir Champion would be done with the consent of COMPANY. A written request would be required from the BIDDER for the same.

Sufficient back-up CVs of the Reservoir Champion, as per format in Annexure-4, (2 times the requirement as per SOW above) shall be submitted for scrutiny to COMPANY. A written request would be required from the BIDDER should they plan to mobilize different personnel compared to the CVs that will be submitted with the bid. In all circumstances only personnel meeting qualification and experience criteria listed in the Scope of Work shall be accepted by COMPANY.

I (Employee Name) S/o (Father's Name) having permanent residence at (Present Address) , am working with M/s (Organization Name) as their employee.

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 (Organization Name)

I am an employee of M/s (Organization Name) for all practical purposes and there is no privity of Contract between OIL and me.

Signature:_____

Place:

Date:

Certified By:

Role in the Organization:

Signature _____

Tender No. CDH9450P22

ANNEXURES - Others

Annexure 1: Details of Oilfield A

SN	Type	Details
1	Field Name	Oilfield A
2	First Oil	1 st July 1993
3	Type of Field	Onshore oil & gas
4	Reservoir	Moderately heterogeneous sandstone reservoir.
5	Prod. Horizons	1
6	Horizon depth, m	2400-2700
7	API Gravity	24-27
8	STOOIP (2P)	76.6917 MMSKL,
9	GIIP (2P) (Soln+GasCap)	14.518 BCM
10	Primary Recovery Mechanism	Active bottom water drive
11	Secondary Recovery Mechanism	Water Injection for 21 months in one well
12	Recovery	27.15% (2P)
13	Current production, Oil (01/09/2020)	2891 m ³ /d through 55 oil producers
14	Average water cut	37%
15	Average GOR	125 scum/kl
16	Water Injection	Presently no injection
17	Initial reservoir pressure	~265 Ksc
18	Current avg. reservoir pressure	~230 Ksc

Field A (Well A Block) of Field A is one of the most prolific producers of OIL's fields in Upper Assam Basin. It is bounded in the east and western side by normal faults. Towards North and South, fluid contact (OWC) limits the hydrocarbon pool in the field. Ever since the discovery of hydrocarbon in the structure in 1993, the field was developed with vertical wells till 2005. The field development has been taking place thereafter, with the drilling of both vertical and highly deviated wells. Well AG was the first highly deviated well drilled in

Tender No. CDH9450P22

this structure in 2005. During the course of appraisal and field development, a total of 86 (65% Verticals & 35% highly deviated) wells have been drilled till date for the Oligocene Sand reservoir (Oligocene). The field is currently producing about 2900 m³/d oil (as on September 2020) with 1800 m³/d water (38% water cut) contributed through 55 producing (35% highly deviated and 65% Verticals) wells from the Oligocene reservoir. Almost in all the wells (except highly deviated wells), modern suites of logs are available (SP, Gamma, Resistivity, Density, Neutron Porosity). However, sonic log is available only in few wells.

Tender No. CDH9450P22

Annexure 2: Data Availability for Oilfield A

Category	Data Type	Data Description (if applicable)
Structural Framework	3D/2D seismic in time with fault and horizon interpretations	Final faulted depth horizons tied to well tops and fault model input data: sticks, surfaces, along with coordinate reference system
	Time/depth model	Time/depth model based on Check shot and VSP data.
Stratigraphic Framework	Well tops and fault cuts	Tops consistent in depth and in areal extent for each
	Regional studies (sequence stratigraphic work, EOD/Depositional trend maps, exploration reports, past characterizations)	Regional work that may be preferred for inclusion.
	Well penetrations of all zones including shallow zones	Well header file (coordinate reference system, surface location, X, Y, Lat, Long, KB, TD, well symbol), directional surveys, Shallow logs show Time/Depth consistency.
	All KB and GL elevations checked and corrected	
Petrophysics	All primary wireline and/or LWD logs for acquired for wells Environmental (RhoB/Neutron, GR/SP/CALI, corrections applied and specialty logs MRIL/spectral normalization gamma, image logs, dipmeter completed. logs, RFT/SFT/DST)	
	Calculated logs (total Petrophysical and well log porosity/effective porosity, analysis methods report or saturation, permeability, facies, other reference material rock type, N/G, Vshale)	
	Cased hole logs (perforation records, CO logs, production logs)	
	Core analysis and descriptions (SCAL)	
Fluid Data	OWC/GOC, FVF, Bo, Bg, Recovery Factors	

Tender No. CDH9450P22

SN	Data Type	Envisaged usage in AI-ML based Reservoir Modelling
1	FFDP and 5-year BP reports	To ensure opportunities are realistic and tie to existing field constraints
2	Pilot reports (water inj, gas inj., CO ₂ , etc.)	To ensure opportunities are realistic and tie to existing field constraints
3	Petrel and simulation models and documentation	To validate and review the models
4	Production history by well	For production analysis
5	Injection history by well (water, gas, etc.)	For voidage calculations
6	Reservoir pressure history	For material balance analysis
7	Completion and stimulation history for all wells	For production and injection allocation, drainage intervals
8	Wellbore diagrams (or schematics)	For recompletion identification, artificial lift analysis
9	Well trajectories (surveys/deviation files)	For recompletion, areal and vertical remaining oil in place analysis
10	Artificial lift type and design parameters by well	Gas lift upsize assessment, gas lift to ESP (and vice versa) conversion assessment
11	OIIP by layer and/or block	To calculate remaining oil in place
12	Well logs (LAS files) original and interpreted	For volumetrics, production allocation, recompletion and sweet spots identification
13	Conventional Logs (Facies / lithology / RRT logs)	For reservoir characterization
14	RST/PNL/TDT & C/O logs	For current water saturation determination
15	Formation tops	For drainage analysis
16	Fluid PVT (also scaling tests, asphaltenes, waxing)	For material balance, artificial lift evaluation

Tender No. CDH9450P22

17	Reservoir structure maps and faults/fractures	For volumetrics analysis
18	Net-to-gross	For opportunity identification
19	Zonation (layers and sublayers)	To correlate production to various zones
20	PLTs, ILTs	For production zonal allocation
21	Relative permeability (SCAL reports)	For sweep efficiency, secondary recovery assessment
22	Water salinity	For waterflood efficiency diagnostics
23	Drilling and completion reports (including well ID, Rig No, MD, hole size, casing size, mud info, bit info, activities, etc. + final well reports)	For non-productive time analysis, drilling efficiency analysis
24	H ₂ S / CO ₂ presence	For drilling & completion efficiency analysis
25	CAPEX (infrastructure, per well, projections)	For economics analysis
26	OPEX (fixed and variable)	For economics analysis
27	Fiscal regime (discount rates, royalties, severance, etc.)	For economics analysis
28	Surface facilities (water injection, fluid treatment)	To validate that production profiles honor physical facility constraints
29	Surface constraints (fluid treatment, capacities, etc.)	To schedule identified opportunities based upon available drilling or workover rig resources, and facility constraints such as power and gas lift

Annexure 3: Acronyms

SN	Acronym	Expanded Form
1	G&R	Geology and Reservoir department at OIL (includes Geophysics and Logging departments)
2	SAP/PETREL/OFM/GRPC	Software Solution deployed at OIL
3	QC	Quality Check
4	HSE	Health Safety Environment
5	SOW	Scope of Work
6	OIL	Oil India Limited
7	FHQ	Field Head-Quarter
8	E&D	Exploration & Development
9	E&P	Exploration & Production
10	AI	Artificial Intelligence
11	XAI	Explainable Artificial Intelligence
12	CoEES	Center of Excellence for Energy Studies
13	PHQ	Pipeline Head Quarter
14	DRIVE	Digital Readiness for Innovation and Value in E&P
15	MEITY	Ministry of Electronics and Information Technology
16	GOR	Gas Oil Ratio
17	WC	Water Cut
18	WHP	Well Head Pressure
19	PMO	Project Management Office
20	VCO	Value Creation Office
21	UI/UX	User Interface/ User Experience
22	PVT	Pressure, Volume, Temperature
23	MDT	Modular Formation Dynamics Tester
24	KPIs	Key Performance Indicators
25	LWD/MWD	Logging While Drilling/ Measurement While Drilling

Tender No. CDH9450P22

26	ETL	Extraction, Transformation and Loading
27	QA/QC	Quality Assurance/ Quality Control
28	LoA	Letter of Award
29	SPOC	Single Point of Contact
30	IP	Intellectual Property

31	ML	Machine Learning
32	SaaS	Software as a Service
33	CSP	Cloud Service Provider
34	SI	System Integrators
35	STQC	Standardization Testing and Quality Certification
36	VM	Virtual Machine
37	OS	Operating System
38	NACL	Network Access Control Lists
39	ISO	International Organization for Standardization
40	IPSEC	Internet Protocol Security
41	SSO	Single Sign-on
42	LDAP	Lightweight Directory Access Protocol
43	SSL	Secure Sockets Layer
44	DDoS, IPS, IDS	Distributed Denial of Service, Intrusion Prevention System, Intrusion Detection System
45	DMZ	Demilitarized Zone
46	RDBMS	Relational Database Management System
47	ANN	Artificial Neural Networks
48	SAP	Systems Applications and Products
49	DTE	Decision Tree Ensembles
50	AutoML	Auto-Machine Learning
51	RNN	Recurrent Neural Network
52	LD	Liquidated Damages
53	ZTC	Zone Type Curves
54	STI	Spatial-Temporal Interpolation
55	NFR	Neighborhood Fluid Rates

Tender No. CDH9450P22

56	SLA	Service Level Agreement
57	PEL/ML	Petroleum Exploration License/ Petroleum Mining Lease
58	DGH	Directorate General of Hydrocarbons
59	EC	Essentiality Certificate
60	FDP	Field Development Plan
61	SME	Subject Matter Expert
62	BEC	Bid Eligibility Criteria
63	SOR	Schedule of Rates
SN	Acronym	Expanded Form
64	DCA	Decline Curve Analysis

Annexure 4: Curriculum Vitae (CV) Format of Reservoir SME and Reservoir Champion

SN	HEADS	PERSONNEL DETAILS		
1	Role in the Project		Photograph	
2	Name			
3	Name of the Organization			
4	Permanent Address			
5	Highest Educational Qualification			
6	Total Professional Experience (In Years)			
7	Domain Experience	Tenure (in Years)	Remarks (Super Major, Role, QC)	
7.1	Reservoir Management domain of Oil and Gas Industry			
7.2	Reservoir Modeling domain of Oil and Gas Industry			
7.3	AI-Reservoir Modeling domain of Oil and Gas Industry			
7.4		<add more rows if required>		
	Experience details in reverse order			
8	Name of Organization / Client	Experience Details / Responsibilities	From (Year)	To (Year)
8.1				
8.2				
8.3				
8.4		<add more rows if required>		
	Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.			
9	Degree	University	Year of Award of Degree	
9.1				
9.2				
9.3		<add more rows if required>		

Undertaking to Use AI-ML Based Methods (and not conventional methods) for
building Static and Dynamic Reservoir Models

(To be submitted by bidder on its letter head)

Undertaking to use AI-ML Based Methods (and not conventional methods) for
building Static and Dynamic Reservoir Models

We, [BIDDER's NAME] hereby undertake to use only Artificial Intelligence-
Machine Learning based Methods and not Conventional Simulation methods to
build the Static and Dynamic Reservoir Models as required in scope of work of
this tender.

Place:

Date:

Signature of Authorized Signatory

Name of Signatory:

Title of Authorized Signatory:

Company Seal:

Note: This form should be returned along with technical bid duly signed.

Price Bid Schedule with associated details on Max. Time for Work without Penalty

A. AI-ML based Reservoir Model Creation Charges

SN	ITEM	Unit	Max time for work without penalty (from day on which data is provided to Bidder)	Qty	Unit Rate (Excl. GST)	Total Rate (Excl. GST)
				"a"	"b"	"c" = a x b
1.1	Initial analysis and QC of geological, geophysical, reservoir, logs, wells, production data and submission of associated interim report on reservoir review and data collection.	Lumpsum	45 days	1		-
1.2	Creation of full-field AI-ML based static reservoir model and submission of associated interim report containing Volumetric Calculations as defined in the Scope of Work document.	Lumpsum	105 days	1		-
1.3	Creation of full-field AI-ML based dynamic reservoir model that passes double blind test and meets predictivity requirements as defined in the Scope of Work document.	Lumpsum	135 days	1		-
Part A: Total for AI-ML based Reservoir Model for field as per Schedule of Rate 1 (a, b, c, d, e, f)						-

Tender No. CDH9450P22

B. Field Development Planning Recommendation Charges

SN	ITEM	Unit	Max time for work without penalty (from day on which AI-ML based Model is Accepted by Company)	Qty	Unit Rate (excluding GST)	Total Rate (excluding GST)
				"a"	"b"	"c" = a x b
2.1	Interim Presentation (and associated report submission) at Guwahati and Duliajan on focussing on proposed field development plan (Predicted Future Performance of Existing Wells, Optimized Well Intervention and Infill Location Selection, Optimize Impact of Water Injection etc.).	Lumpsum	30 days	1		-
2.2	Final report on the entire project incorporating OIL's views/comments.	Lumpsum	75 days	1		-
Part B: Total for Field Development Planning Recommendation Report (basis AI-ML based Reservoir Model Simulation) as per Schedule of Rate 2 (a, b, c, d)						-

Tender No. CDH9450P22

c. Software as a Service Charges (on call-out basis)

SN	ITEM	Unit	Max period without penalty	Qty	Unit Rate (excluding GST)	Total Rate (excluding GST)
				"a"	"b"	"c" = a x b
3.1	Software Implementation & Customization Charges (includes initial process definition, setting-up validation rules, dashboard Customization).	Lumpsum	45 days (from date of issue of SaaS Software Implementation notice)	1		-
3.2	Monthly SaaS (Software as a Service) Charge for Base Platform for one user with free usage for upto 50 hours per month. Includes all costs associated with cloud serviced (hosting, compute etc.). This payment shall commence after implementation till such time as contract ends. If platform has separate modules please incorporate charges for modules on Data Analytics, New Well Location Identification, Waterflood Optimization and Well Level Production Forecasting.	Monthly	NA	24		-

Tender No. CDH9450P22

3.3	Hourly SaaS (Software as a Service) Charge for Base Platform. Includes all costs associated with cloud serviced (hosting, compute etc.). This payment shall commence after implementation till	Hours	NA	2400		-
	such time as contract ends. If platform has separate modules please incorporate charges for modules on Data Analytics, New Well Location Identification, Waterflood Optimization and Well Level Production Forecasting.					
3.4	One-time data migration charges at end of contract.	Lumpsum	30 days	1		-
Part C: Total for Software Services Charges (on call-out basis) as per Schedule of Rate 3 (a, b, c, d, e, f, g, h)						-

Tender No. CDH9450P22

D. Manpower Charges for AI Res Modelling PMO & VCO Services (Optional and On Callout Basis)

SN	ITEM	Unit	Max period without penalty	Qty	Unit Rate (excluding GST)	Total Rate (excluding GST)
				"a"	"b"	"c" = a x b
4.1	Mobilization charges for one Reservoir Champion	Lumpsum	15 days (from date of issue of mobilization notice)	1		-
4.2	Operating charges for one Reservoir Champion	Per day	-	30		-
4.3	Demobilization charges for one Reservoir Champion	Lumpsum	NA	1		-
4.4	Reservoir Champion Online Support (from Shared Resource). This resource shall be made available within 48 hours of request.	Per hour	NA	300		-
Part D: Total for Manpower charges for AI-ML based Reservoir Modelling PMO & VCO Services as per Schedule of Rate 4 (a, b, c, d, e, f)						-

Grand Total Contract Value (Part A + Part B + Part C + Part D)	-
--	---

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Sl. No.	Terms of PART-I GCC	<i>Addition / Modification, if required, to be incorporated in PART-III SCC as per below</i>
1	1.0 <u>Applicability, Definition & Interpretation</u>	<p>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.</p> <ul style="list-style-type: none"> • “Hardware” refers to all hardware including cloud hosted server, compute, storage, back-up solutions, back-up server, networking etc. as well as any other peripherals as mentioned in scope of work. • “Software” refers to all necessary software required for the solution implementation and for SaaS model to run in a secured manner. Software includes all operating software as well as application software as mentioned under section terms of reference and technical specification. • "Certificate of Completion" means certificate issued by the Company to the bidder stating that the firm has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company. • Duration of experience for evaluation of bidder/ manpower required in this contract, will be considered till original bid closing date,

Tender No. CDH9450P22

		unless stated otherwise.
2	<u>1.2.25 Mobilization</u> & Related clauses in GCC	Mobilization Time, Date of Commencement of the Contract: Contractor / Consultant must mobilize his / her/ their resources (including personnel) within 15 (fifteen) days of issue of Work Order. The date of completion of mobilization of resources (including personnel) by the Contractor / Consultant or 15 (fifteen) days from the date of issue of Work Order, whichever is earlier, will be the Date of Commencement of the Contract.
3	<u>4.3 Duration of the contract</u>	This CONTRACT shall remain valid for a period of three years. Contract duration will be considered either till completion of 24 months of usage of the base platform (SaaS) from the date of call-out or expiry of 3 years from the date of LOA, whichever occurs earlier
4	<u>25.0 Records, Reports & Inspection</u>	Not Applicable
5	<u>10.0 Performance Security</u>	3% of Annualized Contract Value.
6	<u>31.0 Force Majeure</u>	As per GCC.
7	<u>27.0 Remuneration & Terms of Payment</u> & Related clauses in GCC	The total estimated Contract Price as indicated in Schedule of work, quantities & rates - Part II of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in Part-II of this Contract. Payment will be made, not often than monthly, up to 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 authorised representative before any such final payment is made. For details of payment terms please refer section "Schedule of Rates (SOR) & Terms of Payment" under Scope of Work.

Tender No. CDH9450P22

8	Terms related to submission of Invoice	All payments will be made directly to the successful bidder against invoices submitted by the bidder along with supporting documents after successful completion of milestones and acceptance of relevant deliverables as defined under “Schedule of Rates (SOR) & Terms of Payment” section of Scope of Work.
9	<u>28.0 Payment of Commission / fee</u>	Not Applicable
10	<u>14.0 Insurance</u>	<i>As per GCC.</i>
11	<u>42.0 Settlement of disputes</u>	<i>As per GCC.</i>
12	<u>1.2.26 De-Mobilization</u>	Demobilization of resources shall be completed by Contractor within 30 (thirty) days of expiry/termination of the contract. Contractor will ensure that demobilization of resources is completed within the aforesaid period. No charge whatsoever will be payable from the date of notice to demobilize.
13	<u>30.0 Timely Mobilization and Liquidated Damages</u>	<p><u>LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION / COMPLETION OF WORKS AND SERVICES:</u> Any delay in the delivery of the project deliverables (solely attributable to CONTRACTOR) would attract a liquidated damage per week of 0.5% of the value per week of the services cost as mentioned in commercial bid.</p> <p>For details of Liquidated Damages structure, please refer section “Service Level Agreements” under Scope of Work</p>
14	Terms & Provision of Personnel facilities	All expenses related to CONTRACTOR personnel facilities of the during the tenure of the contract (including lodging, travel, miscellaneous expenses, etc.) are to be borne by the CONTRACTOR.
15	<u>23.0 Warranty and remedy of defects</u>	Not Applicable

16	<p><u>48.0 Miscellaneous Provisions:</u> <u>Key personnel</u></p>	<p>Reservoir Engineering SME (Subject Matter Expert): The bidder shall have on its payroll, a minimum of one (1) Reservoir SME with following experience:</p> <ul style="list-style-type: none"> a. Minimum years of experience in Reservoir Management domain of Oil and Gas Industry should be fifteen (15) years. b. Should have delivered at least two (2) AI-ML based projects in Reservoir Modelling domain. c. Should have authored/co-authored at least (two) 02 technical papers or journal publications in reputed industry publications related to AI-ML based Reservoir Modeling over the last seven (7) years prior to original Bid closing date. <p>In this regard bidder shall submit the CVs of Reservoir SME proposed to be deployed for this project duly certified by CEO/Country Head / Chief Operating Officer OR by any Partner holding the Power of Attorney along with the bid. The bidder must also submit technical papers or journal publications attested by the CEO/Country Head / Chief Operating Officer/Authorized Signatory/ Partner holding the Power of Attorney of the organization.</p> <p>Reservoir Champion: The bidder shall have on its payroll, a minimum of one (1) Reservoir Champion with following experience:</p> <ul style="list-style-type: none"> a. Graduate Degree in Petroleum/ Mechanical /Masters in Geology or equivalent/higher engineering degree b. Minimum ten (10) years' experience: <ul style="list-style-type: none"> <input type="checkbox"/> Minimum 3 years' experience in Reservoir Management <input type="checkbox"/> Minimum 3 years' experience in AI-ML based Reservoir Modelling <input type="checkbox"/> Minimum 1 project in AI-ML based Reservoir Modeling
----	---	--

Tender No. CDH9450P22

		In this regard bidder shall submit the CVs of Reservoir Champion proposed to be deployed for this project duly certified by CEO/Country Head / Chief Operating Officer OR by any Partner holding the Power of Attorney along with the bid.
17	<u>16.0 Limitation of Liability (%)</u>	<i>As per GCC</i>
18	<u>24.0 Subcontracting/Assignment</u>	Not Allowed
19	Others	<p>(i) Bidder should have released at least one (1) major upgrade to AI-ML based Reservoir Modelling software in the last three (3) years prior to original bid closing date.</p> <p>In this regard the bidder shall submit Version release notes/ Upgrade notes with date of upgrade mentioned on the notes to substantiate the upgrade/ self-certification to confirm the use of latest version of the proposed software certified by CEO/Country Head / Chief Operating Officer /Authorized Signatory/Partner holding the Power of Attorney of the organization.</p> <p>(ii) Bidder should be the IPR (Intellectual Property Rights) Owner / Original Licensor OR Subsidiary of IPR owner OR Authorized implementation partner of the proposed AI-ML based reservoir modelling software. (Original Licensor /IPR Owner is defined as the company holding software licensing rights and controlling software development cycle).</p> <p>In this regard Certificate from the CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization must be submitted. If the bidder is Subsidiary or Authorized implementation partner of the Original Licensor / OEM, the bidder is required to submit the proof of it being a</p>

Tender No. CDH9450P22

		subsidiary or implementation partner of the original licensor / OEM along with their bid submission, like Letter of Authorization/ Comfort Letter from the Original Licensor /OEM.
--	--	--

GOODS AND SERVICES TAX:

- (1) 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 Format. 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.
- (2) 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.
- (3) Contractor(s) 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 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.
- (4) 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, OIL shall withhold the payment of GST.
- (5) 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 but will be directly deposited to the government by OIL.
- (6) 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 / set-off / recover such amounts against any amounts paid or payable by OIL to Contractor /

Supplier.

- (7) Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor, OIL shall be entitled to recover such amount from the 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.
- (8) TDS under GST, if applicable, shall be deducted from Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the Contractor.
- (9) In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty / tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty / taxes finally assessed is on the lower side.
- (10) Notwithstanding anything mentioned elsewhere in the Contract Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the contractor in their bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- (11) 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:

Tender No. CDH9450P22

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

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

- a. The original copy being marked as ORIGINAL FOR RECIPIENT;
- b. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c. 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.

Table B: Other Clauses

1	Details of the Service	For details please refer section of “Scope of Work”
2	Area of Operation	Assam, India
3	HSE Policy	As per attached safety measures document.
4	Association of company’s Personnel	<i>Not Applicable</i>
5	Maintaining Hindrance Register	Not Applicable.

Tender No. CDH9450P22

6	Interim mobilization and De-mobilization	<i>Not Applicable</i>
7	Notice	<p>Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below: <u>Company</u></p> <p>a) <u>For contractual matters</u> GM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in</p> <p>b) <u>For technical matters</u> CGM – G&R Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 Email:</p> <p>d) <u>Contractor</u> _____</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
8	Address details for submission of invoice	<p>All Invoices are to be sent to the following address:</p> <p>CGM (G&R) Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam</p>
9	Penalty	For details of penalty related to SLA non-compliances, please refer section “Service Level Agreements” under Scope of Work
10	Any other Specific Clauses Related to the Tendered Service in addition to the above clauses	OIL will honour the terms of contract related to Intellectual Property rights of Software provided. Detailed terms related to Proprietary Rights, Patents, Copyrights, Confidentiality, Indemnity, Software Licensing and Usage, etc. will be mutually agreed upon by OIL and the successful bidder. Such terms will be incorporated in the agreement after placement of LOA on the successful bidder.

To,

**GM-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602
SUB: SAFETY MEASURES**

Description of work/service: Hiring of services for Artificial Intelligence-Machine Learning (AI-ML) based reservoir modelling (both static and dynamic).

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

Tender No. CDH9450P22

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Bidder's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all personnel of sister concerns (if any) comply with the same requirement as the Bidder himself and shall be jointly liable for ensuring compliance of all HSE laws.
2. If the bidder / his personnel need to visit any OILS' installation or operational area, he shall arrange the desired PPEs before proceeding to the site.
3. The Bidder shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material during the execution of job to be done by the Bidder and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the Company who shall be supervising the Bidder's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Company.
6. Bidder has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose, he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Company a site specific code of practice in line.
7. It will be entirely the responsibility of the Bidder/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 Bidder's personnel will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
8. Any compensation arising out of the job carried out by the Bidder whether related to pollution, Safety or Health will be paid by the Bidder only.
9. Any compensation arising due to accident of the Bidder's personnel while carrying out the job, will be payable by the Bidder.
10. The contractor shall have to report all incidents including near miss to Company's representative of the G&R department of OIL.
11. If the Company arranges any safety class / training for the working personnel at site (Company employee, Bidder's worker, etc) the Bidder will not have any objection to any such training.
12. The Bidder's 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.
13. The Bidder's employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
14. Bidder's arrangements for health and safety management shall be

Tender No. CDH9450P22

consistent with those for the Company.

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

16. 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 Bidder to cease work until the non-compliance is corrected.

17. The Bidder should prevent the frequent change of his contractual personnel as far as practicable.

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

19. The Bidder should abide by all the standard COVID 19 precautionary protocols issued by Government of India, on time to time basis.

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

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Part - VI

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 The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 - Commitments of the Bidder/Contractor

Tender No. CDH9450P22

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

Tender No. CDH9450P22

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

Section: 8 - External Independent Monitor/Monitors

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

Tender No. CDH9450P22

specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

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

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

Section:9 - Pact Duration

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

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

Section:10 - Other provisions

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

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

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

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

.....
For the Principal

.....
For the Bidder/Contractor

Place.

Witness 1:

Date

Witness 2:

BID FORM

To

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

Sub: IFB No. CDH9450P22

Gentlemen,

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

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

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

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

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

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

Dated this _____ day of _____ 2022.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO

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

Sir,

SUB: OIL's IFB No. CDH9450P22

I/We _____ confirm that Mr. _____ (Name and address)
as authorised to represent us during bid opening on our behalf with you against **IFB No. CDH9450P22 for '.....'**.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

TO

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

Dear Sir,

SUB: OIL's IFB No. CDH9450P22

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid, negotiate
and conclude the agreement on our behalf with you against **IFB No. CDH9450P22 for**
'.....' for any commercial/Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

BID SECURITY DECLARATION

(to be submitted on Bidders's letter head)

To,

Oil India Limited
Contracts Department
Duliajan, Assam - 786602

TENDER NO. CDH9450P22

I/We, the undersigned, declare that:

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

Name and Signature of

Authorized Signatory and Company Seal

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

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

To

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

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

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

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

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

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

Tender No. CDH9450P22

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 shall ensure the following:

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

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

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

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

AGREEMENT FORM

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

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

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

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

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

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

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

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

Tender No. CDH9450P22

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

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your Tender No. CDH9450P22

To,

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

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE OFFICIAL
LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref : Clause 3.4 Financial Evaluation Criteria of BEC/BRC of
Tender No. CDH9450P22**

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do hereby
solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year _____ have
actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

PROFORMA OF BANK GUARANTEE TOWARDS PURCHASE PREFERENCE -LOCAL CONTENT

Ref. No. _____ Bank Guarantee No. _____ dated _____

To

Oil India Limited

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a Contract No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees _____ for the faithful fulfilment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other 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

Tender No. CDH9450P22

said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).

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

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

WITNESS NO. 1

(Signature)

Full name and official address

(in legible letters)

Stamp with Bank

(Signature)

Full name, designation and address

(in legible letters)

WITNESS NO. 2

Attorney as power of Attorney no. _____

Date: _____

(Signature)

Full name and official address (in legible letters)

Stamp

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDH9450P22**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 / 90 days from original Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	

Tender No. CDH9450P22

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

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

Signature _____

Name _____

Designation _____

Office Stamp _____

UNDERTAKING TOWARDS SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,

Oil India Limited
 Contracts Department
 Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender/Contract No.

BG issuing bank details:-

Bank	
Branch IFS Code	
Contact Details	Mobile
E-mail Addresses	Telephone
	Fax
Correspondence Address	State
H No/Street/City	Country
	Pin Code

Declaration:

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

Authorized Signature:

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No: _____

Encl: Original bank guarantee

PROFORMA-XIV

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. CDH9450P22

M/s _____ having registered office at _____
intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

PROFORMA - XV**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s
(Name of the Bidder) for the last 03 (Three) completed accounting years up to **(as the case may be)** are correct.

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature:

Registration No.:

UDIN:

PROFORMA-XVI

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT
COMPANY/ 100% SUBSIDIARY COMPANY (As the case may be)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE
AND NOTARIZED)**

This agreement made this ____ day of ____ month ____ year by and between M/s _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s _____ [Parent Company/Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

Tender No. CDH9450P22

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE**(Delete whichever not applicable)****(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE****AND NOTARIZED)****DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company/ **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

Tender No. CDH9450P22

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

Witness:

1. Signature _____
Full Name _____
Address _____

M/s _____
Signature _____
Name _____
Designation _____

Common seal of the
Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE PARENT/SUPPORTING COMPANY

To

**M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA,
PIN-786602**

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No.____to execute -----
----- (Brief Description of the Work)(hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/head office at _____ is the "Ultimate Parent" of "Supporting Company" M/s.....(Name of the supporting company with address)/M/s.....(Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/"ULTIMATE PARENT", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the "Supporting Company"/"Ultimate Parent" (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the "ULTIMATE PARENT/SUPPORTING COMPANY", shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the "ULTIMATE PARENT/SUPPORTING COMPANY", such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the "ULTIMATE PARENT/SUPPORTING COMPANY", up to a total of (Amount of

Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor/ULTIMATE PARENT/SUPPORTING COMPANY before presenting us with the demand.

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

Tender No. CDH9450P22

This guarantee is valid until the _____ day of _____.

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

B. Issuing Bank:

Tender No. _____

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

C. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the bank shall 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 shall be sent through SFMS by the BG issuing bank branch indicating the Tender No. _____ to 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.

[On company's Letter Head]

To,

**M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602**

Dear Sir,

This has reference to your Tender No. dated 20__ on the subject
.....

We.....(Name of the Company) confirm that we will engage/deploy the services including the key personnel of the Technical collaborator/Subsidiary/Parent company/Joint Venture Partner experience (strike out whichever are not applicable) on whose strength we are meeting the tender's Technical requirement as per the tender qualifying criteria.

Signature
(Name & Designation of Authorized person)

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE
TOWARDS FINANCIAL STANDING****(Delete whichever not applicable)****(TO BE EXECUTED ON COMPANY'S LETTER HEAD)****DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company(~~Delete whichever not applicable~~)] and whereas Parent/Ultimate Parent/Holding Company(~~Delete whichever not applicable~~) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **Rs. 1.69 Crores** during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
(a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

Tender No. CDH9450P22

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

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

For and on behalf of
(Parent/Ultimate Parent/Holding
Company (Delete whichever not
applicable))

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

NO DEVIATIONS CERTIFICATE

(To be submitted by bidder on its letter head)

To,

M/s Oil India Limited
Duliajan,
Assam - 786602

Sub: E-Tender No.: CDH9450P22 FOR <Name of Tender>

Dear Sir,

We understand that any 'deviation / exception' from the requirements mentioned in under SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS of the tender document may result in rejection of the bid.

We, therefore, certify that we have not taken any 'exception / deviation' from the requirements mentioned under SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS of the tender document and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Sincerely,

Place:	Signature of Authorized Signatory
Date:	Name of Signatory:
	Title of Authorized Signatory:
	Company Seal:

PROFORMA - XXII

**Undertaking to Use AI-Based Methods (and not conventional methods) for building
Static and Dynamic Reservoir Models**

(To be submitted by bidder on its letter head)

Undertaking to use AI-Based Methods (and not conventional methods) for building
Static and Dynamic Reservoir Models

We, [BIDDER's NAME] hereby undertake to use only Artificial Intelligence Methods and not Conventional Simulation methods to build the Static and Dynamic Reservoir Models as required in scope of work of this tender.

Place:

Date:

Signature of Authorized Signatory

Name of Signatory:

Title of Authorized Signatory:

Company Seal:

Note: This form should be returned along with technical bid duly signed.

PROFORMA - XXIII

Certificate of Compliance of meeting Bid Reject Criteria

(To be submitted by bidder on its letter head)

To,

Oil India Limited,
Duliajan,
Assam - 786602

Dear Sir,

This is to notify you that our organization <Name> intends to submit a proposal in response to RFP for <Title of the RFP (with tender number)> for Oil India Limited. In accordance with the above we would like to declare that:

- We are not in the Holiday list of OIL or its Administrative Ministry, MoPNG.
- We are not under liquidation, court receivership or similar proceedings.
- We are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016.
- We are not the consultant/subsidiary company or company under management of the primary consultant working on this project.
- We acknowledge that our bid will stand rejected if our insolvency resolution process or liquidation or bankruptcy proceedings is initiated during any stage of bid evaluation.

Sincerely,

Place:	Signature of Authorized Signatory
Date:	Name of Signatory:
	Title of Authorized Signatory:
	Company Seal:

PROFORMA-XXIV

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid No. _____
against Tender No. _____ dated _____ for Hiring of Services for
.....

We hereby undertake that we meet the mandatory minimum local content requirement as
mandated by Ministry of Petroleum and Natural Gas, Government of India vide Notification
No. FP-20013/2/2017-FP-PNG dated 17.11.2020 (or as amended from time to time). The
percentage of Local Content is ____ %.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

UNDERTAKING TOWARDS PURCHASE PREFERENCE

TO

**GM - CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India**

Dear Sir,

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No. _____ dated _____. We are eligible and shall avail benefit of Purchase Preference under the policy,

(please (✓) tick the policy you have opted)

Policy	Response
PP MSE	
PP LC	

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/COSUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Cosubsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra

Tender No. CDH9450P22

cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary / Cosubsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
1)	1)	1)
2)	2)	2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

Tender No. CDH9450P22
TECHNICAL EVALUATION SHEET FOR BEC/BRC & OTHERS

Sl. No	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	BEC Technical Evaluation Criteria Clause No. 2.1	<p>Bidder must be incorporated / constituted in India and must have more than 20% local content for the offered services.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PPLC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable as per the Notification(s) and any amendment thereof.</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.</p> <p>A copy of Certificate of Incorporation/registration certificate must be provided along with the Bid.</p> <p>Moreover, bidder has to submit the following document whichever is applicable to them –</p> <ul style="list-style-type: none"> The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney 			

Tender No. CDH9450P22

		<p>alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.</p> <ul style="list-style-type: none"> • 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 (in respect of other than companies) giving the percentage of local content. 			
2	<p>BEC</p> <p>Technical</p> <p>Evaluation</p> <p>Criteria</p> <p>Clause No.</p> <p>2.2.1</p>	<p><u>Work Experience of the Bidder:</u></p> <p>(i) The bidder should have executed / have experience of at least one (1) SIMILAR work for E&P Company (Company involved in Exploration & Production of Oil & Natural Gas) in the last seven (7) years preceding the original bid closing date of this tender.</p> <p>“SIMILAR work” mentioned above means “creation of AI-ML based reservoir predictive models”.</p> <p>AI-ML based reservoir models refer to the comprehensive reservoir models honouring reservoir performance developed through software using Artificial Intelligence and Machine Learning techniques.</p> <p>(A) For proof of requisite Experience (Clause No. 2.2.1 (i) above), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>(a) Contract document/WO/PO showing details of work;</p>			

Tender No. CDH9450P22

		<p>(D) Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.</p> <p>(E) Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume as stipulated under Clause Nos. 2.2 will only be treated as acceptable experience.</p> <p>(iii) The bidder shall only use AI-ML-based methods (and not conventional simulation methods) to build the Static and Dynamic Reservoir Model.</p> <p>In this regard, bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per attached PROFORMA - XXII.</p>			
3	<p>BEC</p> <p>Technical</p> <p>Evaluation</p> <p>Criteria</p> <p>Clause No.</p> <p>2.2.2</p>	<p>Following work experience will also be taken into consideration</p> <p>(a) If the prospective bidder has executed contract in which similar work is also a component of the contract.</p> <p>(b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.</p> <p><u>Notes:</u></p> <p>(ii) Proof of work experience against Para 2.2.2 above, to</p>			

Tender No. CDH9450P22

		<p>satisfy similar work, minimum prescribed quantity/period, to be submitted as below:</p> <p>Bidder must submit the breakup of similar work and its value/quantity & period of execution within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).</p>			
4	<p>BEC</p> <p>Technical</p> <p>Evaluation</p> <p>Criteria</p> <p>Clause No.</p> <p>2.2.3</p>	<p><u>BID FROM INDIAN COMPANY WITH TECHNICAL COLLABORATION:</u></p> <p>In case, the bidder is an Indian Company who does not meet the technical and experience criteria as per clause no. 2.2.1 at its own, may also bid on the strength of Technical Collaborator provided all the following criteria are compiled:</p> <p>(viii) The primary bidder shall have experience in supporting the creation of AI-ML Based reservoir predictive models 'OR' conventional reservoir model for at least (one) 01 full field dynamic reservoir simulation model over the last 7 years. In this regard the primary bidder must submit contract documents showing details of work and a job completion certificate (or equivalent documents proving the job completion) showing work order number / contract no, nature of job done and date of completion.</p> <p>(ix) The primary bidder shall meet the financial criteria</p>			

Tender No. CDH9450P22

		<p>under clause no. 3.0. In this regard the primary bidder must produce the documents as mentioned in notes to clause 3.0 below.</p> <p>(x) The Technical Collaborator at its own shall meet the experience criteria as per clause no. 2.2.1 above. The experience of the Technical Collaborator with other firm(s) will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator shall be submitted as per clause 2.2.1 above.</p> <p>(xi) Indian bidders quoting based on the strength of technical collaborator, shall submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.</p> <p>(xii) The Technical Collaborator should <u>collaborate with only one Primary bidder for this tender</u>. Multiple bid submissions by Primary bidder or Technical Collaborator may result in the rejection of their bids.</p>			
5	<p>BEC</p> <p>Technical</p> <p>Evaluation</p> <p>Criteria</p> <p>Clause No.</p> <p>2.2.4</p>	<p><u>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders (complying to clause 2.1 above) who themselves do not meet the experience criteria as</p>			

Tender No. CDH9450P22

	<p>stipulated in clause nos. 2.2.1 can also be considered provided the bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake <u>or</u> parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.</p> <p>In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement between the parent and the subsidiary company or vice-versa and Parent / Subsidiary Guarantee from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid [PROFORMA – YY].</p> <p>In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:</p> <p>(iv) Undertaking by the supporting company to provide a performance security (as per format and instructions</p>			
--	--	--	--	--

Tender No. CDH9450P22

		<p>enclosed at PROFORMA - XVIII), equivalent to 50% of the value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.</p> <p>(v) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>Note: In case supporting company fails to submit performance bank guarantee as per (i) above, action will be initiated as per PROFORMA - V of this Tender Document.</p>			
6	<p>BEC</p> <p>Technical</p> <p>Evaluation</p> <p>Criteria</p> <p>Clause No.</p> <p>2.2.5</p>	<p><u>ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF EXPERIENCE OF SISTER SUBSIDIARY/ CO-SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders (complying to clause 2.1 above) who themselves do not meet the experience criteria as stipulated in Clause Nos. 2.2.1 can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions [PROFORMA - YY]:</p> <p>(v) Provided that the sister subsidiary/ co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either</p>			

Tender No. CDH9450P22

	<p>directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the technical bid.</p> <p>(vi) Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BEC.</p> <p>(vii) Undertaking by the supporting company to provide a performance security (as per format and instructions enclosed at PROFORMA-XVIII), equivalent to 50% of the value of the performance security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.</p> <p>(viii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.</p> <p>Note: In case supporting company fails to submit performance bank guarantee as per (i) above, action will be initiated as per PROFORMA - V of this Tender Document.</p>			
--	--	--	--	--

7	<p>BEC</p> <p>Technical</p> <p>Evaluation</p> <p>Criteria</p> <p>Clause No.</p> <p>2.2.6</p>	<p><u>ELIGIBILITY CRITERIA IN</u></p> <p><u>CASE BID IS SUBMITTED</u></p> <p><u>FROM JOINT VENTURE</u></p> <p><u>COMPANY</u></p> <p>In case the bidder is a Joint Venture Company, either the leader (unincorporated JV) or the incorporated JV must comply to Clause No. 2.2.1 above w.r.t. being incorporated in India and maintains more than 20% local content for the offered services (complying to clause 2.1 above) and should satisfy the following requirements:</p> <p>(a) The leader of the unincorporated Joint Venture shall satisfy the minimum experience requirement as per Clause No. 2.2.1 above.</p> <p>(b) Joint Venture bids shall be submitted with a a duly Notarized Memorandum of Understanding (MOU)/Agreement with their JV partner, clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender. Memorandum of Understanding (MOU) must also state that all the members of JV shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the JV must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract</p>			
---	--	--	--	--	--

Tender No. CDH9450P22

	<p>period, including extensions, if any.</p> <p>In case of unincorporated Joint Venture, the following provisions should also be incorporated in the MOU executed by the members of the JV:</p> <p>(i) Only the leader of the JV shall register in the E-Tender portal and submit bid on behalf of the JV. The other members of the JV shall ratify all the acts and decisions of the leader of JV, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.</p> <p>(ii) The performance security shall be in the name of the leader on behalf of the JV.</p> <p>(vi) The leader on behalf of the JV 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/un defined activities, if any, amongst all the JV members.</p> <p>(iv) Any correspondence exchanged with the leader of JV shall be binding on all the JV members.</p> <p>(v) Payment shall be made by OIL only to the leader of the JV towards fulfilment of contract obligations.</p> <p>(xiii) In case of Joint Venture bids, the bid shall be digitally signed by the leader of JV. The power of attorney from each member authorizing the leader</p>			
--	---	--	--	--

		<p>for signing and submission of bid on behalf of individual member must accompany the bid offer.</p> <p>(xiv) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of JV and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.</p> <p>(viii) <u>Constitution of Joint Venture:</u> The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture 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 JV shall be liable for rejection.</p> <p>(ix) <u>Signing of Contract:</u> In the event of award of contract to the JV, the contract to be signed by the members of the JV and the liability of each one of them shall be jointly and severally.</p> <p>(x) Members of the JV are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.</p> <p>(xi) Certified copies (attested by Director/Company</p>			
--	--	---	--	--	--

Tender No. CDH9450P22

		<p>Secretary) of Board resolutions passed by respective Board of Directors of the companies (JV leader and members) agreeing to entering into such JV with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.</p> <p>(xii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas bidder/JV partner, the MOU / Agreement should be notarized/endorsed by Indian Embassy.</p>			
8	BEC Technical Evaluation Criteria Clause No. 2.2.9	<p>Bidder should submit a 'No Deviation Certificate' against the requirements mentioned in the scope of work and special terms and conditions mentioned in the Tender signed by the CEO/Country Head/Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per PROFORMA - XXI.</p>			
9	BEC Financial Evaluation Criteria Clause No. 3.1	<p>The bidder must have annual financial turnover of at least of INR 1.69 Crores in any of the preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports.</p>			
10	BEC Financial Evaluation Criteria Clause No. 3.2	<p>"Net worth 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</p>			

Tender No. CDH9450P22

		<p>revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".</p> <p>Note: The Net worth to be considered against Clause 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.</p>			
11	<p>BEC</p> <p>Financial Evaluation Criteria Clause No. 3.3</p>	<p>In case of bid from Indian Company with Technical Collaboration or unincorporated Joint Venture partner as per Clause No. 2.2.3 & 2.2.6 respectively, the primary bidder/leader shall meet the financial criteria as mentioned in Clause Nos. 3.1 & 3.2. In case of Incorporated Joint Venture, the Joint Venture should company should comply the Clause No. 3.1 & 3.2.</p>			
12	<p>BEC</p> <p>Financial Evaluation Criteria Clause No. 3.4</p>	<p>In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then the parent/ultimate parent/holding company shall have an annual financial turnover of minimum INR 1.69 Crores during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of the parent/ultimate parent/holding company must be Positive for the preceding financial/accounting year.</p>			

13	<p align="center">BEC</p> <p>Financial Evaluation Criteria Clause Notes to Para. 3.0</p>	<p>vi. For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:</p> <p>(c) 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 - XV. 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 align="center">OR</p> <p>(d) Audited Balance Sheet along with Profit & Loss account.</p> <p>*Note:</p> <ul style="list-style-type: none"> • Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. • 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 evidences for the same. 			
----	--	---	--	--	--

		<p>vii. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/ accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original bid closing date as per format [PROFORMA – X].</p> <p>viii. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Financial Criteria Para 3.1, 3.2 and Note to BEC Clause No 3.0 (i) & (ii) above.</p> <p>ix. 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</p>			
--	--	--	--	--	--

Tender No. CDH9450P22

		<p>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.</p> <p>x. In case the bidder is a sister subsidiary or co-subsidiary company or subsidiary (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:</p> <p>a. Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.</p> <p>b. Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as PROFORMA - XX by the authorized officials.</p> <p>c. Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.</p> <p>d. Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.</p>			
14	BEC Commercial 1 Evaluation	<p>d. Bids should be valid for a period of 120 (one-hundred twenty) days. Bids with shorter</p>			

Tender No. CDH9450P22

	Criteria Clause No. 13.0	validity shall be rejected as being non-responsive.			
15	PROFORMA - V	Bid Security Declaration (PROFORMA-V) shall be furnished as a part of the Techno Commercial Un-Priced Bid. Any bid not accompanied by a proper Bid Security Declaration duly signed by an authorized signatory will be rejected.			



Report ID: GEM/GARPTS/22012022/XRZIPZF3FXHW

Report Name: AIML Reservoir Modelling

Generated By: Sujit Bora , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 22/01/2022

Valid till: 21/02/2022

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: Hiring of services for Artificial Intelligence-Machine Learning (AI-ML) based reservoir modelling (both static and dynamic).

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.