



**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](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
**FAX: (91) 374-2803549**

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### **FORWARDING LETTER**

**Sub: IFB No. CDO6347P18 – Hiring of services for NDT Inspection of Tubulars and Drilling Handling tools.**

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 SINGLE STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for ‘**Hiring of services for NDT Inspection of Tubulars and Drilling Handling tools**’. One complete set of Bid Documents 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.	CDO6347P18
(ii)	Type of Bid	Open E-Tender, Single Stage-Two Bid System
(iii)	Tender Fee	<b>Rs. 1000.00/-</b> (Rupees One Thousand only) ( <i>non-refundable</i> ) <b>a.</b> Tender fee should be paid <b>only</b> through the payment gateway available on OIL’s E-Tender Portal. No other mode of payment shall be accepted. <b>b.</b> Bidders claiming waiver of tender fees shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in <b>Para. No. 4.0</b> below, before <b>07 (Seven)</b> days of bid closing date.
(iv)	Period of Sale of Bid Document	14.11.2017 to 05.12.2017
(v)	Bid Closing Date & Time	12.12.2017 at 11:00 HRS: Server Time
(vi)	Technical Bid Opening Date & Time	12.12.2017 at 14:00 HRS: Server Time
(vii)	Price Bid Opening Date &	Will be intimated to the eligible bidder(s) nearer

	Time	time.
(viii)	Bid Submission Mode	Bids must be uploaded online in OIL's E-Procurement Portal.
(ix)	Bid Opening Place	Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(x)	Bid Validity	<b>120 (One Hundred Twenty) days</b> from Original Bid Closing Date.
(xi)	Mobilization Time	<b>45 (Forty Five) days</b> from date of issue of Work Order.
(xii)	Bid Security/EMD Amount	<p><b>Rs. 3,58,000.00 (Rupees Three Lakhs Fifty Eight Thousand only).</b></p> <p><b>a.</b> The Bid Security should be submitted only in the form of Bank Guarantee as per BG format enclosed herewith (<b>Proforma-V</b>) issued by Nationalized/Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN.</p> <p><b>b.</b> Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p><b>c.</b> In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of <b>CGM-CONTRACTS</b> on or before <b>12.45 PM (IST)</b> on the bid closing/opening date otherwise bid will be rejected.</p> <p><b>d.</b> A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p> <p><b>e.</b> This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per <b>Clause No. 9.0</b> below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.</p> <p>No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p><b>Notes:</b></p> <p>Bidders claiming waiver of Bid Security shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in <b>Para. No. 4.0</b> below before <b>07 (Seven)</b> days of bid closing date.</p> <p>Any offer not accompanied with the Bid</p>

		Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.
(xiii)	Bid Security/EMD Validity	<b>Minimum upto 10.05.2018</b> (Minimum 150 days from the original date of opening of Technical Bid)
(xiv)	Original Bid Security to be submitted	Office of CGM-CONTRACTS, CONTRACT DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xv)	Amount of Performance Security	10% of Annualized Contract value.  <b>a.</b> Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank as per BG format enclosed herewith <b>(Proforma-VII)</b> .  <b>b.</b> Performance Security Money shall not earn any interest.
(xvi)	Validity of Performance Security	90 (Ninety) days beyond Contract period/duration.
(xvii)	Location of job	Drilling Yard & Well Site.
(xviii)	Duration of the Contract	03 (Three) years.
(xix)	Quantum of Liquidated Damage for Default in Timely Mobilization/Completion	Refer <b>Clause No. 28</b> of General Conditions of Contract.
(xx)	Integrity Pact	Must be digitally signed & uploaded along with the Un-priced Techno-commercial Bid.
(xxi)	Bids to be addressed to	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxii)	Pre-Bid conference	Not Applicable
(xxiii)	Last Date of receipt of Queries	Not Applicable

**Note:**

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.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code:UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

**3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT**

**3.1** 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 bidder changes his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. OIL INDIA LIMITED will not be responsible in case of loss of the certificate.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, 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.

**3.2** For participation, applicants already having User ID & Password for OIL's E-procurement portal need to register against the IFB and pay the requisite Cost of Bid Document (**Non-transferable and Non-refundable**) through the online payment gateway provided in OIL's E-procurement portal. 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 and pay the requisite Cost of Bid Document in the manner as specified above. **NO OTHER MODE OF PAYMENT TOWARDS COST OF BID DOCUMENT WILL BE ACCEPTABLE.**

**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](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

**3.4** Details of process for submission of Tender Fees & Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

**3.5** The link to OIL's E-Procurement portal has been provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**4.0** In case any bidder is exempted from paying the Tender Fee or the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Tender Fee and the Bid security are given below.

**4.1 EXEMPTION OF TENDER FEE**

1. Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are **registered** for the **items** they intend to quote against OIL tenders.
2. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee.
3. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.
4. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
5. In case of MSEs/CPSUs/Government Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence before **07 (Seven) days** of bid closing date.

**4.2 EXEMPTION OF BID SECURITY**

1. If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of **valid Registration Certificate** clearly indicating the monetary limit, if any and the items for which bidder is registered with any of the aforesaid agencies.
2. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting Bid Security.
3. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**5.0** 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)** at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

**6.0** 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.

**7.0** The tender is invited under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM**. The bidder has to submit both the **“TECHNICAL”** and **“PRICED”** bid through electronic form in the OIL’s E-Tender portal within the Bid Closing Date and Time stipulated in the E-Tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions are available in “User Manual” available in OIL’s E-Tender Portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **“Technical Attachment” Tab** only. **Bidders to note that no price details should be uploaded in “Technical Attachment” Tab Page.** The Price Bid rates shall be quoted per unit as specified in the **“PRICE BIDDING FORMAT”** attached under **“Notes and Attachments” tab** in the main bidding engine of OIL’s E-Tender portal. The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.

**8.0** The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

**9.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

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

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

**11.0** 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.

11.1 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.

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

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

## **12.0 The tender will be governed by**

Forwarding Letter

Instruction to Bidders

BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria.

Part-I - General Conditions of Contract (GCC)

Part-II - Schedule of Work, Unit and Quantity (SOQ)

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not**

**Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format & PP-LC Format

Proformas & Annexures

## **SPECIAL NOTE**

Please note that all tender forms (Forwarding Letter, BEC-BRC/Bid Evaluation Criteria & Bid Rejection Criteria, Part-I/General Conditions of Contract/GCC, Part-II/Schedule of Work, Unit and Quantity/SOQ, Part-III/Special Conditions of Contract/SCC, Part-V/Safety Measures/SM, Part-VI/Integrity Pact/Price Bid & PP-LC Format) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602.

**a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of BANK GUARANTEE)**

A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

**b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT**

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee) must be received at OIL's CGM-Contract's office at Duliajan **on or before 12.45 PM (IST) on the technical bid closing date** failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

**13.0** 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/Integrity Pact**" 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.

**Note:** OIL has appointed Shri Rajiv Mathur, IPS (Retd.), Shri Satyananda Mishra, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent 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 IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India;  
E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- b. Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India  
E-mail: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC  
E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

**14.0** 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.

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

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

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

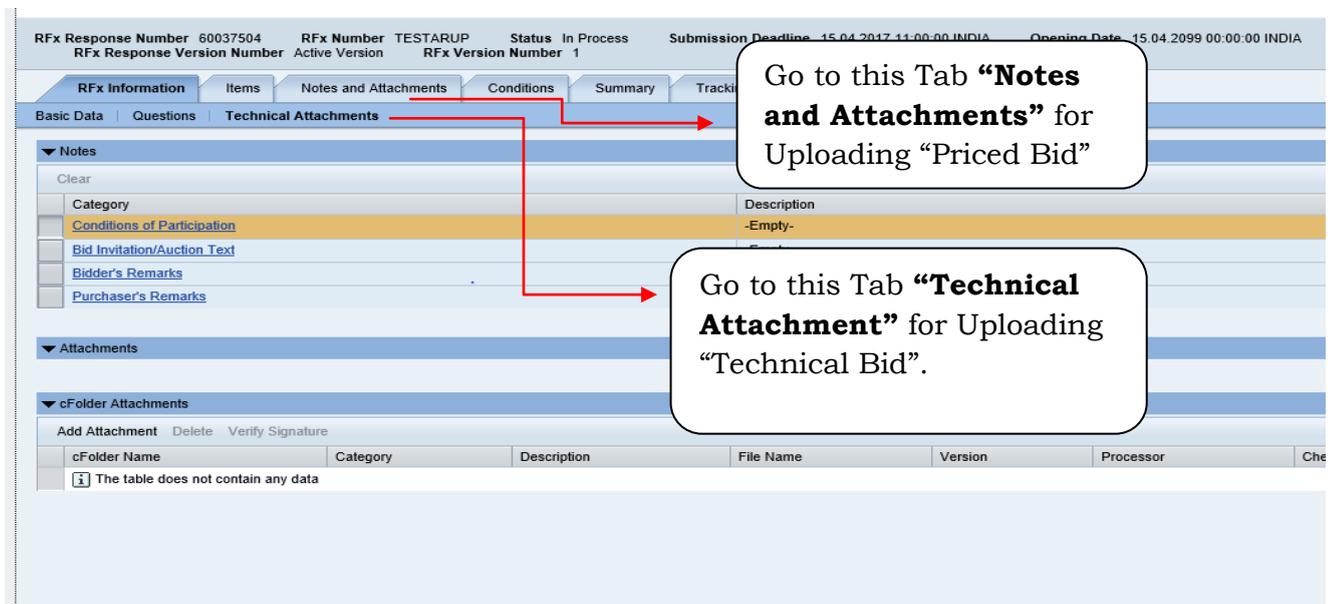
**18.0 BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

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

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

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

**22.0 SCREEN SHOTS**



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

**Note:**

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

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

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

Thanking you,  
Yours faithfully,  
**OIL INDIA LIMITED**

**(UPASANA MALAKAR)**  
**OFFICER CONTRACTS (OPERATIONS)**  
*For, **CGM (CONTRACTS)***  
*For, **RESIDENT CHIEF EXECUTIVE***

**Date: 14.11.2017**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDO6347P18**

**INSTRUCTION TO BIDDERS**

**1.0** 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 BIDDING DOCUMENTS**

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

- a) A forwarding letter highlighting the following points:
  - (i) Company's IFB No.
  - (ii) Description of Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) 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 Equipments (SCPME): **Part-IV-Not applicable for this Tender.**
- h) Safety Measures (SM): **Part-V.**
- i) Integrity Pact: **Part-VI.**
- j) Price Bidding Format & PP-LC Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas & Annexures.

**2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

**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** Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING 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 Bidding Documents by issuance of an Addendum.

**4.2** The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical RFx" and 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 as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

## **5.2 DOCUMENTS COMPRISING THE BID**

### **(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details/specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach on or before **12:45 PM on the bid closing date failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12:45 PM on the bid closing date failing which the bid shall be rejected.**
- (vii) Integrity Pact.

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under "Technical Attachment" Tab.

### **(B) PRICED BID:**

The Priced Bid shall contain the rates/prices along with the currency and any other commercial information pertaining to the rates/prices. Bidder shall quote their rates/prices in the "**PRICE BIDDING FORMAT**" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "**PRICE BIDDING FORMAT**" will only be considered for evaluation.

## **6.0 PERIOD OF VALIDITY OF BIDS**

**6.1** The Bid must be valid for **120 (One Hundred & Twenty) days from the date of opening of the tender.**

**6.2** 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 may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

## **7.0 FORMAT AND SIGNING OF BID**

**7.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

## **8.0 SUBMISSION OF BIDS**

**8.1** 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 certificate with Organizations Name and Encryption Certificate**" 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 while uploading the bid.

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.

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

**8.2** Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

**8.3** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

**8.4** Physical Bid/E-mail/Fax/Telex/Telegraphic/Telephonic offers will not be accepted.

**8.5** Bidder shall submit the Bid, duly completed in terms of the Bid Document.

**8.6** 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 to be executed under this contract.

## **9.0 DEADLINE FOR SUBMISSION OF BIDS**

**9.1** Bids should be submitted on-line up to **11.00 AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the bid closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**9.2** No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

**9.3** The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 PM on the bid closing date.** Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

## **10.0 LATE BIDS**

**10.1** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

## **11.0 MODIFICATION AND WITHDRAWAL OF BIDS**

**11.1** Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the forwarding letter. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**11.2** No bid can be modified/withdrawn subsequent to the deadline for submission of bids.

**11.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

## **12.0 EXTENSION OF BID SUBMISSION DATE**

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

## **13.0 BID OPENING AND EVALUATION**

**13.1.1** The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

**13.1.2** In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of the technically qualified Bidders will be opened. The opening Date and Time will be intimated to the technically qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

**13.2** In case it happens to be a bundh/holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date/time will get extended up to the next working day and time (except Saturday).

**13.3** Bids which have been withdrawn pursuant to Clause 11.0 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3.

**13.5** To assist in the examination, evaluation and comparison of bids, 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 at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**13.6** Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding 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. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

#### **14.0 EVALUATION AND COMPARISON OF BIDS**

**14.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

**14.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.

**14.3 DISCOUNTS/REBATES:** Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

**14.4** 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.

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

#### **15.0 CONTACTING THE COMPANY**

**15.1** Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL 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 OIL vide sub-clause 13.5.

**15.2** An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

#### **16.0 AWARD CRITERIA**

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

#### **17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID**

**17.1** OIL 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 OIL's action.

#### **18.0 NOTIFICATION OF AWARD**

**18.1** Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.

#### **19.0 SIGNING OF CONTRACT**

**19.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**19.2** Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) favoring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized Bank. Upon furnishing of the Performance Security, the

successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**19.3** This Performance Security must be valid for 03 (three) months after the date of expiry of the tenure of the contract. 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.

**19.4** The "Performance Security" will be refunded to the contractor after 03 (three) months of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but 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.

**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

## **20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS**

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.

## **21.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy available in OIL's website [www.oil-india.com](http://www.oil-india.com).

**22.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG. (available in <http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf> or <http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus> )**

**22.1** In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only **one of the two policies** i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

**22.2** Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet/exceed the target of Local Content (LC) of **30%**.

**22.2.1** Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract

***“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. 30% (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. CDO6347P17.”***

**22.2.2** Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

***“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. 30% (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. CDO6347P17. by M/s \_\_\_\_\_ (Name of the bidder).”***

**Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.**

**22.2.3** At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Proforma-BB (PP-LC) of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal under **“Notes and Attachments”** tab.

**22.3** Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

**22.3.1** Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

**22.4** Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

**22.4.1** However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

**22.4.2** When the tendered goods/services cannot be divided in the exact ratio of 50%/50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

**22.5** The tendered quantity is not splittable/non-dividable/cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

**22.6** For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

**22.7** The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

**22.8** OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

### **22.9 Determination of LC**

**22.9.1** LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

**22.9.2** The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General Service cost, excluding profit, company overhead cost, taxes and duties.

**22.9.3** The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

**22.9.4** The determination of local content of the working equipment/facility shall be based on the following provision:

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

### **22.10 Calculation of LC and Reporting**

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

**22.10.2** Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

**22.11 Certification and Verification:** Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

**22.11.1 At bidding stage:**

**a) Price Break-up**

- i. The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 22.2.3.
- ii. Bidder must have LC in excess of the specified requirement.

**b) Undertaking by the bidder**

- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. **22.2**, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items/services to be procured from Indian manufacturers/service providers.

**c) Statutory Auditor’s Certificate**

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **22.2.2**.

**22.11.2 After Contract Award**

a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.

b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

**22.12** Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

**22.13** The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

**22.14** Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

**22.15** OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

**22.16 Sanctions**

**22.16.1** OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

**22.16.2** If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.

**22.16.3** A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

**22.16.4** In pursuance of the clause No. 22.16.3 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Annexure-XI) equivalent to the amount of PBG.

**BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)****1.0 BID EVALUATION CRITERIA (BEC)**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

**1.1 FINANCIAL CRITERIA**

**1.1.1** Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 17,90,000.00** (Rupees Seventeen Lakhs Ninety Thousand only).

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

**Notes to BEC Clause 1.1 above:**

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
  - (i) Audited Balance Sheet along with Profit & Loss account.  
OR
  - (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**.
  
- b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months 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 \_\_\_\_\_ have actually not been audited so far'.
  
- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

**1.2 TECHNICAL CRITERIA**

**1.2.1** The bidder must have experience of at least 01 (One) SIMILAR work of minimum value of **Rs. 29,83,500.00** (Rupees Twenty Nine Lakhs Eighty Three Thousand Five Hundred only) under single Contract in previous 07 (Seven) years to be reckoned from the original bid closing date with PSUs/Central/State Govt.

**Notes to BEC Clause 1.2.1 above:**

- a. "Similar" nature of jobs" means NDT inspection of Tubulars and Drilling Equipment's/substitute/handling tools used in Drilling/Work-over wells".
- b. Documentary evidence in support of experience must be submitted along with the Un-Priced Techno-Commercial Bid. The documentary evidence must be in the form of copies (self-attested/attested) of **Job Completion certificate/Gross Payment Certificate along with contract copy/work order/LOA etc.** as applicable showing gross value of job done including nature of job done and time period covering as per the NIT. 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 & value, as stipulated respectively under Clause Nos. 1.2.1 will only be treated as acceptable experience.
- d. Following work experience will also be taken into consideration:
  1. If the prospective bidder has executed contract in which similar work is also a component of the contract.
  2. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
  3. 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.

Proof of work experience against Para **d.** above, to satisfy **i.** similar work **ii.** Minimum prescribed Value/Qty **iii.** Prescribed period of 07 years, to be submitted as below:

1. In case requisite experience is against OIL's Contract: Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.
2. In case requisite experience is **NOT** against OIL's Contract: Bidder must submit the breakup of similar work and its value/quantity executed 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).

- e. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- f. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover, Net worth and Work experience as mentioned in Para 1.1.1, 1.1.2, 1.2.

**1.3** Price bid 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.

**1.4** Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.

**1.5** If there is any discrepancy between the unit price and the total price, the unit price will 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 will be adopted for evaluation.

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

**1.7** 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.

**1.8** 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.

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

**1.10 PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises 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:

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

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

**1.10.3 Documentation Required to be submitted by MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises(MSE) 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**1.11 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)**

**1.11.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>).**

**1.11.2** Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under clause No. 22 of ITB and shall have to submit all undertakings/documents applicable for this policy.

**1.12** 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).

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

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

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

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

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

**1.16** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder

**2.0 BID REJECTION CRITERIA (BRC):**

**2.1** The bids are to be submitted in single stage under 02 (Two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

**2.2** 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.

**2.3** Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

**2.4** Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.

**2.5** Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.

**2.6** Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

**2.7** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

**2.9** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

**2.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i)** Firm price
- (ii)** EMD/Bid Bond
- (iii)** Period of validity of Bid
- (iv)** Price Schedule
- (v)** Performance Bank Guarantee/Security deposit
- (vi)** Delivery/Completion Schedule
- (vii)** Scope of work
- (viii)** Guarantee of material/work
- (ix)** Liquidated Damages clause
- (x)** Tax liabilities
- (xi)** Arbitration/Resolution of Dispute Clause

- (xii)** Force Majeure
- (xiii)** Applicable Laws
- (xiv)** Specifications
- (xv)** Integrity Pact

**2.11** 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.

**2.12** Bid received with validity of offer less than 120 (One Hundred Twenty) days from the date of Technical Bid opening will be rejected.

**2.13** 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/Integrity Pact" 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.

### **3.0 GENERAL:**

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

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

**3.3** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

**3.4** Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit EMD/SD submitted by the bidder. Besides, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**3.5** 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.

**3.6** 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.

**3.7** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

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**OIL INDIA LIMITED**

(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602  
TEL: (91) 374-2800548, FAX: (91) 374-2803549  
Website: [www.oil-india.com](http://www.oil-india.com)

**DESCRIPTION OF WORK/SERVICES:****Hiring of services for NDT Inspection of Tubulars and Drilling Handling tools.****GENERAL CONDITIONS OF CONTRACT (GCC)**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_  
Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and  
having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter  
called Company) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti  
\_\_\_\_\_ carrying on business as partners/proprietor under the firm  
name and style of M/s. \_\_\_\_\_ with the main Office at  
\_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid (hereinafter  
called 'Contractor') on the other part.

**A. DEFINITIONS:**

In the contract, the following terms shall be interpreted as indicated:

- (a) "**The Contract**" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**The Contract Price**" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "**The Work**" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "**Company**" or "**OIL**" means Oil India Limited;
- (e) "**Contractor**" means the Contractor performing the work under this Contract.
- (f) "**Contractor's Personnel**" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "**Company's Personnel**" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "**Gross Negligence**" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "**Wilful Misconduct**" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is

likely to result in any injury to any person or persons or loss or damage of property.

**WITNESSETH:**

**1.0** a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at **Drilling Yard & Well Site.**

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

**2.0** The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

**3.0** The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

**4.0** The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

**5.0** The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

**6.0** The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

**7.0** The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

**8.0** The duration of the contract shall be initially for a period of **03 (Three) Years** from the commencement date mentioned in the work order/LOA. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

**9.0** In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

**10.0** The tender price inclusive of all liabilities and GST is Rs. \_\_\_\_\_ (*Not to be filled up by bidder while submitting the offer in "Technical Attachment". This figure will be filled up by OIL at the time of award of the contract to the successful bidder.*) (\_\_\_\_\_ only) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work part II of this Contract.

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

**11.0** The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

**12.0** The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

**13.0** The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

**14.0** The Contractor shall deploy local persons in all works.

**15.0** The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

**16.0** The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

**17.0 GENERAL OBLIGATIONS OF COMPANY:**

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

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**18.0 SPECIAL CONDITIONS:**

- a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- b) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these

provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

## **19.0 ARBITRATION:**

### **19.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU)**

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:

- a) 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.
- b) The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- c) 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.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e) 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.
- f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

- g)** The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

- h)** 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.
- i)** Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed 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, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- j)** The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k)** The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- l)** 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.

## **19.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE)**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, 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.

The venue of all arbitrations under both 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

## **20.0 FORCE MAJEURE:**

**20.1** In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of

the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

**20.2** Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but later than 72 (Seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts.

**20.3** Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

## **21.0 TERMINATION:**

**21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

**21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

**21.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator 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, 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.

**21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the 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.

**21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & 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 consent, the Company may at its absolute discretion, terminate this Contract.

**21.6** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety 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.

**21.7** 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 clause from 21.1 to 21.6 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 for services as per the Contract upto the date of termination including the De-mob cost, if any.

**22.0 CONSEQUENCES 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.

**22.1** Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

**22.2** 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.

**23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

**24.0** In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

**25.0 SET OFF CLAUSE:**

“Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).”

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected 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.

**27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com).

**28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:**

In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value, by way of liquidated damages for delay and not as penalty. 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.

**29.0 SUBCONTRACTING:**

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

**30.0 MISCELLANEOUS PROVISIONS:**

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law 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 OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

**31.0 LIABILITY:**

**31.1** Except as otherwise expressly provided, 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. 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.

**31.2** 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.

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

**31.4** 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.

**31.5** Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

**31.6** Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or 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.

**31.7** 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.

**31.8** 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.

### **31.9 LIMITATION OF LIABILITY**

Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

(a) 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.

(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, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or any obligation of the Contractor to pay Liquidated Damages plus GST or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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.

### **32.0 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.

### **33.0 INDEMNITY AGREEMENT:**

**33.1** 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 subcontractors or their employees 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.

**33.2** 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, Contractor and subcontractors or their employees 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.

### **34.0 APPLICABLE LAW:**

**34.1** This 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 exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

**34.2** The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

**35.0 TAXES:** Tax levied 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.

**36.0 SUBSEQUENTLY ENACTED LAWS:**

36.1 In the event of introduction of any new legislation or any change or 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, (other than personnel and Corporate taxes), duties, 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.

**36.2** 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.

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

**36.4** Notwithstanding the provision contained in clause 36.1 to 36.2 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, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

**36.5** In order to ascertain the net impact of the 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 service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

**37.0 GOODS AND SERVICES TAX****37.1 GENERAL REMARKS ON TAXES & DUTIES:**

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.

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

**37.3** “**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.

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

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

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

**37.6.1** OIL will reimburse the **GST** to the Supplier of Goods/Services (Service Provider) at actuals 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.

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

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

**37.7.1** OIL will reimburse **GST** to the Supplier of Goods/Services (Service Provider) at actuals 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.

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

**37.8** 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.

**37.9** Contractor/vendor 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/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

**37.10 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/vendor, OIL shall withhold the payment of **GST**.

**37.11 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/vendor but will be directly deposited to the government by OIL.

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

**37.13** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor 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.

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

**37.15** 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.

**37.16** 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.

**37.17** 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.

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

**37.19** 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

**37.20** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

**37.21** 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 substantiate the rate as applicable on the Bid due date and on the date of revision.

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

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.

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.

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

**37.22** 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.

**37.23** 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.

**37.24** OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

**37.25** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

### **37.26 Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars:

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

**37.27 Anti-profiteering clause**

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

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

**38.0 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:

- a) For non-completion of jobs.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) 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 Company, 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.

Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorized imports.

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

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

**39.0** In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:

SIGNED & DELIVERED FOR AND  
ON BEHALF OF  
Attorney)

-----  
(Signature of Contractor or his legal

by the hand of  
-----

(Full Name of Signatory)  
-----

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of  
-----

(Signature of witness)

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

-----  
(Full Name of Signatory)

Address:

-----  
-----  
-----

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date \_\_\_\_\_

**DESCRIPTION OF WORK/SERVICE:** Hiring of services for NDT Inspection of Tubulars and Drilling Handling tools.

**Part-II (SOQ) Schedule of Work, Unit and Quantity**

<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Quantity</b>
10	Visual & Optical Inspection., 5" Gr-G D/P body	JT (Joint)	5,000
20	Vis. & Opt. Ins., Pin & Box threads, 5"Gr-G D/P	JT (Joint)	5,000
30	Tool Joints Measurement, 5" Gr-G D/P	JT (Joint)	5,000
40	Thread Ins. with API gauges, 5" Gr-G D/P	JT (Joint)	5,000
50	MPI, Pin & Box threads, 5" Gr-G D/P	JT (Joint)	5,000
60	Full length internal inspection, 5" Gr-G D/P	JT (Joint)	5,000
70	Shoulder re-facing, Box end, 5" Gr-G D/P	JT (Joint)	5,000
80	Shoulder re-facing, Pin end, 5" Gr-G D/P	JT (Joint)	5,000
90	Straightening of pipe body, 5" Gr-G D/P	JT (Joint)	5,000
100	Visual & Optical Ins., 5" Gr-S D/P body	JT (Joint)	850
110	Vis. & Opt. Ins., Pin & Box threads, 5" Gr-S D/P	JT (Joint)	850
120	Tool Joints Measurement, 5" Gr-S D/P	JT (Joint)	850
130	Thread Ins. With API gauges, 5" Gr-S D/P	JT (Joint)	850
140	MPI, Pin & Box threads, 5" Gr-S D/P	JT (Joint)	850
150	Measurement of Wall Thickness by UT, 5" Gr-S body	JT (Joint)	850
160	MPI, full length pipe body, 5" Gr-S D/P	JT (Joint)	850
170	Full length internal inspection, 5" Gr-S D/P	JT (Joint)	850
180	Shoulder re-facing, Box end, 5" Gr-S D/P	JT (Joint)	850
190	Shoulder re-facing, Pin end, 5" Gr-S D/P	JT (Joint)	850
200	Straightening of pipe body, 5" Gr-S D/P	JT (Joint)	850
210	Visual & Optical Inspection, 4.1/2" OD D/P	JT (Joint)	500
220	Vis. & Opt. Ins., Pin & Box threads, 4.1/2" OD	JT (Joint)	500
230	Tool Joints Measurement, 4.1/2" OD D/P	JT (Joint)	500
240	Thread Ins. With API gauges, 4.1/2" OD D/P	JT (Joint)	500
250	MPI, Pin & Box threads, 4.1/2" OD D/P	JT (Joint)	500
260	Measurement of Wall Thickness by UT, 4.1/2" D/P body	JT (Joint)	500

270	MPI, full length pipe body, 4.1/2" D/P	JT (Joint)	500
280	Full length internal inspection, 4.1/2 OD D/P	JT (Joint)	500
290	Shoulder re-facing, Box end, 4.1/2" D/P	JT (Joint)	500
300	Shoulder re-facing, Pin end, 4.1/2" D/P	JT (Joint)	500
310	Straightening of pipe body, 4.1/2" D/P	JT (Joint)	500
320	Visual & Optical Inspection, 3.1/2" OD D/P	JT (Joint)	600
330	Vis. & Opt. Ins., Pin & Box threads, 3.1/2" D/P	JT (Joint)	600
340	Tool Joints Measurement, 3.1/2" OD D/P	JT (Joint)	1,000
350	Thread Ins. With API gauges, 3.1/2" OD D/P	JT (Joint)	1,000
360	MPI, Pin & Box threads, 3.1/2" OD D/P	JT (Joint)	1,000
370	Full length internal inspection, 3.1/2" OD D/P	JT (Joint)	1,000
380	Measurement of Wall Thickness by UT, 3.1/2" D/P body	JT (Joint)	1,000
390	Shoulder re-facing, Box end, 3.1/2" D/P	JT (Joint)	1,000
400	Shoulder re-facing, Pin end, 3.1/2" D/P	JT (Joint)	1,000
410	Straightening of pipe body, 3.1/2" D/P	JT (Joint)	1,000
420	Straightening of pipe body of 3.1/2" OD	JT (Joint)	1,000
430	Vis. & Opt. Ins., Pin & Box threads, 2.7/8" D/P	JT (Joint)	1,000
440	Tool Joints Measurement, 2.7/8" OD D/P	JT (Joint)	1,000
450	Thread Ins. With API gauges, 2.7/8" OD D/P	JT (Joint)	1,000
460	MPI, Pin & Box threads, 2.7/8" OD D/P	JT (Joint)	1,000
470	Measurement of Wall Thickness by UT, 2.7/8" D/P body	JT (Joint)	1,000
480	MPI, full length pipe body, 2.7/8" D/P	JT (Joint)	1,000
490	Full length internal inspection, 2.7/8" OD D/P	JT (Joint)	1,000
500	Shoulder re-facing, Box end, 2.7/8" D/P	EA (Each)	1,000
510	Shoulder re-facing, Pin end, 2.7/8" D/P	EA (Each)	1,000
520	Straightening of pipe body, 2.7/8" D/P	JT (Joint)	1,000
530	Visual & Optical Inspection, D/P Short Joint any Grade	JT (Joint)	110
540	Vis. & Opt. Inspection, D/P Short Joint any Grade	JT (Joint)	110
550	Tool Joint Measurement, D/P Short Joint any Grade	JT (Joint)	110
560	Thread Ins. With API gauges, D/P Short Joint any Grade	JT (Joint)	110

570	MPI, Pin & Box threads, D/P Short Joint any Grade	JT (Joint)	110
580	Full length internal inspection, D/P Short Joint any Grade	JT (Joint)	110
590	Shoulder re-facing, Box end, D/P Short Joint any Grade	JT (Joint)	110
600	Shoulder re-facing, Pin end, D/P Short Joint any Grade	JT (Joint)	110
610	Straightening of pipe body, D/P Short Joint any Grade	JT (Joint)	110
620	Visual & Optical Inspection, 5" OD HWDP body	JT (Joint)	500
630	Vis. & Opt. Inspection, Pin & Box threads, 5" OD HWDP	JT (Joint)	500
640	Tool Joints Measurement, 5" OD HWDP	JT (Joint)	500
650	Thread Inspection with API gauges, 5" HWDP	JT (Joint)	500
660	MPI of Pin & Box threads, 5" OD HWDP	JT (Joint)	500
670	MPI of full length pipe body, 5" OD HWDP	JT (Joint)	500
680	Full length internal inspection, 5" OD HWDP	JT (Joint)	500
690	Shoulder re-facing, Box end, 5" OD HWDP	EA (Each)	500
700	Shoulder re-facing, Pin end, 5" OD HWDP	EA (Each)	500
710	Straightening of pipe body, 5" OD HWDP	JT (Joint)	500
720	Visual & Optical Inspection, 3.1/2" HWDP body	JT (Joint)	500
730	Vis. & Opt. Inspection, Pin & Box threads, 3.1/2" HWDP	JT (Joint)	50
740	Tool Joint Measurement, 3.1/2" OD HWDP	JT (Joint)	50
750	Tool Joint Measurement, 3.1/2" OD HWDP	JT (Joint)	50
760	Thread Ins., with API gauges, 3.1/2" HWDP	JT (Joint)	50
770	MPI of Pin & Box threads, 3.1/2" HWDP	JT (Joint)	50
780	MPI of full length pipe body, 3.1/2" HWDP	JT (Joint)	50
790	Full length internal inspection, 3.1/2" HWDP	JT (Joint)	50
800	Shoulder re-facing, Box end, 3.1/2" HWDP	EA (Each)	50
810	Shoulder re-facing, Pin end, 3.1/2" HWDP	EA (Each)	50
820	Straightening of pipe body, 3.1/2" HWDP	EA (Each)	50
830	Visual & Optical Inspection, 9.1/2" D/C body,	JT (Joint)	35
840	Visual & Opt. Inspection, 9.1/2" D/C tool joint,	JT (Joint)	35
850	Measurement of OD & ID, 9.1/2" D/C	JT (Joint)	35
860	Thread Insp. With API gauges, 9.1/2" D/C	JT (Joint)	35

870	MPI of Pin & Box threads, 9.1/2" D/C	JT (Joint)	35
880	MPI, full length pipe body, 9.1/2" D/C	JT (Joint)	35
890	Full length internal inspection, 9.1/2" D/C	JT (Joint)	35
900	Shoulder re-facing, 9.1/2" D/C Box end	EA (Each)	35
910	Shoulder re-facing, 9.1/2" D/C Pin end	EA (Each)	35
920	Visual & Opt. Inspection, 8" D/C pipe body	JT (Joint)	65
930	Visual & Opt. Inspection, 8" D/C tool joint	JT (Joint)	65
940	Measurement of OD & ID, 8" OD D/C	JT (Joint)	65
950	Thread Insp. With API gauges, 8" D/C	JT (Joint)	65
960	MPI, Pin & Box threads, 8" OD D/C	JT (Joint)	65
970	MPI, full length pipe body, 8" OD D/C	JT (Joint)	65
980	Full length interior inspection, 8" OD D/C	JT (Joint)	65
990	Shoulder re-facing, Box end, 8" D/C	EA (Each)	65
1000	Shoulder re-facing, Pin end, 8" D/C	EA (Each)	65
1010	Visual & Opt. Inspection, body, 6.1/2" D/C	JT (Joint)	160
1020	Visual & Opt. Ins., 6.1/2" DC tool joints.	JT (Joint)	160
1030	Measurement of OD & ID, 6.1/2" DC	JT (Joint)	160
1040	Threrad Inspection with API gauges, 6.1/2" DC	JT (Joint)	160
1050	MPI, Pin & Box threads, 6.1/2" D/C	JT (Joint)	160
1060	MPI, full length pipe body, 6.1/2" D/C	JT (Joint)	160
1070	Full length internal inspection, 6.1/2" D/C	JT (Joint)	160
1080	Box Shoulder re-facing, 6.1/2" DC	EA (Each)	160
1090	Pin Shoulder re-facing, 6.1/2" DC	EA (Each)	160
1100	Visual & Opt. Insp., body, 4.3/4" D/C	JT (Joint)	30
1110	Visual & Opt. Ins., 4.3/4" D/C tool joints	JT (Joint)	30
1120	Measurement of OD & ID, 4.3/4" D/C	JT (Joint)	30
1130	Thread Inspection with API gauges, 4.3/4" D/C	JT (Joint)	30
1140	MPI, Pin & Box threads, 4.3/4" D/C	JT (Joint)	30
1150	MPI, full length pipe body, 4.3/4" D/C	JT (Joint)	30
1160	Full length internal inspection, 4.3/4" D/C	JT (Joint)	30

1170	Box Shoulder re-facing, 4.3/4" D/C	JT (Joint)	30
1180	Pin Shoulder re-facing, 4.3/4" D/C	JT (Joint)	30
1190	Visual & Opt. Inspection, body, 3.1/2" DC	JT (Joint)	50
1200	Visual & Opt. Inspection, 3.1/2" DC tool joints	JT (Joint)	50
1210	Measurement of OD & ID, 3.1/2" DC	JT (Joint)	50
1220	Thread Inspection with API gauges, 3.1/2 DC	JT (Joint)	50
1230	MPI, Pin & Box threads, 3.1/2 D/C	JT (Joint)	50
1240	MPI, full length pipe body, 3.1/2 DC	JT (Joint)	50
1250	Full length internal Inspection, 3.1/2 D/C	JT (Joint)	50
1260	Box Shoulder re-facing, 3.1/2 DC	EA (Each)	50
1270	Pin Shoulder re-facing, 3.1/2 DC	EA (Each)	50
1280	Vis. & Opt. Inspection, 9.1/2 NMDC pipe body	JT (Joint)	15
1290	Vis. & Opt. Inspection, 9.1/2 NMDC tool JT (Joint)s	JT (Joint)	15
1300	Measurement of OD & ID, 9.1/2 NMDC	JT (Joint)	15
1310	Thread Inspection with API gauges, 9.1/2 NMDC	JT (Joint)	15
1320	LPT, Pin & Box threads, 9.1/2 NMDC	JT (Joint)	15
1330	LPT, full length pipe body, 9.1/2 NMDC	JT (Joint)	15
1340	Full length internal Inspection, 9.1/2 NMDC	JT (Joint)	15
1350	Shoulder re-facing, Box, 9.1/2 NMDC	JT (Joint)	15
1360	Shoulder re-facing, Pin, 9.1/2 NMDC	JT (Joint)	15
1370	Visual & Opt. Inspection, 8 NMDC pipe body	JT (Joint)	25
1380	Visual & Opt. Ins., 8 NMDC tool joints	JT (Joint)	25
1390	Measurement of OD & ID, 8 NMDC	JT (Joint)	25
1400	Thread Inspection with API gauges, 8 NMDC	JT (Joint)	25
1410	LPT, Pin & Box threads, 8 NMDC	JT (Joint)	25
1420	LPT, full length pipe body, 8 NMDC	JT (Joint)	25
1430	Full length internal inspection, 8 NMDC	JT (Joint)	25
1440	Shoulder re-facing, Box end, 8 NMDC	EA (Each)	25
1450	Shoulder re-facing, Pin end, 8 NMDC	EA (Each)	25
1460	Vis. & Opt. Inspection, pipe body, 6.1/2 NMDC	JT (Joint)	25

1470	Vis. & Optical Ins., 6.1/2 NMD tool joints	JT (Joint)	25
1480	Measurement of OD & ID, 6.1/2 NMDC	JT (Joint)	25
1490	Thread Inspection with API gauges, 6.1/2 NMDC	JT (Joint)	25
1500	LPT, Pin & Box threads, 6.1/2 NMDC	JT (Joint)	25
1510	LPT, full length pipe body, 6.1/2 NMDC	JT (Joint)	25
1520	Full length internal inspection, 6.1/2 NMDC	JT (Joint)	25
1530	Shoulder re-facing, Box, 6.1/2 NMDC	EA (Each)	25
1540	Shoulder re-facing, Pin, 6.1/2 NMDC	EA (Each)	25
1550	Vis. & Opt. Inspection full length, 6" Hex Kelly	EA (Each)	6
1560	Vis. & Opt. Inspection tool joints, 6" Hex Kelly	EA (Each)	6
1570	Measurement of OD & ID, 6" Hex Kelly	EA (Each)	6
1580	Measurement of Drive Section wear, 6" Hexagonal Kelly	EA (Each)	6
1590	Thread Inspection with API gauges, 6" Hex Kelly	EA (Each)	6
1600	MPI, Pin & Box threads, 6" Hex Kelly	EA (Each)	6
1610	MPI, body, full length, 6" Hex Kelly	EA (Each)	6
1620	Full length interior ins., 6" Hex Kelly	EA (Each)	6
1630	Shoulder re-facing, Box, 6" Hex Kelly	EA (Each)	6
1640	Straightening of 6" Hexagonal Kelly	EA (Each)	6
1650	Vis & Opt. Ins., full length, 5.1/4 Hex Kelly	EA (Each)	10
1660	Vis. & Opt. Ins., 5.1/4" Hex Kelly tool JT (Joint)s,	EA (Each)	10
1670	Measurement, OD & ID, 5.1/4 Hex Kelly	EA (Each)	10
1680	Measurement of Drive Section wear, 5.1/4" Hex Kelly	EA (Each)	10
1690	Thread Inspection with API gauges, 5.1/4" Hex Kelly	EA (Each)	10
1700	MPI, Pin & Box threads, 5.1/4" Hex Kelly	EA (Each)	10
1710	MPI, body, full length, 5.1/4" Hex Kelly	EA (Each)	10
1720	Full length internal inspection, 5.1/4" Hex Kelly	EA (Each)	10
1730	Shoulder re-facing, Box end, 5.1/4" Hex Kelly	EA (Each)	10
1740	Shoulder re-facing, Pin end, 5.1/4" Hex Kelly	EA (Each)	10
1750	Straightening of 5.1/4" Hexagonal Kelly	EA (Each)	10
1760	Vis & Opt. Inspection, full length, 4.1/4" Sq. Kelly	EA (Each)	2

1770	Vis. & Opt. Ins., 4.1/4" Sq. Kelly tool joints	EA (Each)	2
1780	Measurement, OD & ID, 4.1/4" Sq. Kelly	EA (Each)	2
1790	Measurement of Drive Section wear, 4.1/4" Sq. Kelly	EA (Each)	2
1800	Thread Inspection with API gauges, 4.1/4 Sq. Kelly	EA (Each)	2
1810	MPI, Pin & Box threads, 4.1/4" Sq. Kelly	EA (Each)	2
1820	MPI, body, full length, 4.1/4"n Sq. Kelly	EA (Each)	2
1830	Full length interior inspection, 4.1/4" Sq. Kelly	EA (Each)	2
1840	Shoulder re-facing, Box end, 4.1/4" Sq. Kelly	EA (Each)	2
1850	Shoulder re-facing, Pin end, 4.1/4" Sq. Kelly	EA (Each)	2
1860	Straightening of 4.1/4" Square Kelly	EA (Each)	2
1870	Vis & Optical Ins., full length, 2.1/2 Sq. Kelly	EA (Each)	2
1880	Vis. & Opt. Ins., 2.1/2 Sq. Kelly tool joints	EA (Each)	2
1890	Measurement of OD & ID, 2.1/2" Sq. Kelly	EA (Each)	2
1900	Measurement of Drive Section wear, 2.1/2" Sq. Kelly	EA (Each)	2
1910	Thread Inspection with API gauges, 2.1/2" Sq. Kelly	EA (Each)	2
1920	MPI, Pin & Box threads, 2.1/2" Sq. Kelly	EA (Each)	2
1930	MPI, body, full length, 2.1/2" Sq. Kelly	EA (Each)	2
1940	Full length internal inspection, 2.1/2" Sq. Kelly	EA (Each)	2
1950	Shoulder re-facing, Box end, 2.1/2" Sq. Kelly	EA (Each)	2
1960	shoulder re-facing, Pin end, 2.1/2" Sq. Kelly	EA (Each)	2
1970	Straightening of 2.1/2 Square Kelly	EA (Each)	2
1980	Visual & Optical Inspection of body - Subs/Stabilizer	EA (Each)	600
1990	Visual & Optical Inspection of tool joint - Subs/Stabilizer	EA (Each)	600
2000	Measurement of OD & ID- Subs/Stabilizer	EA (Each)	600
2010	Thread Inspection with API gauges- Subs/Stabilizer	EA (Each)	600
2020	MPI, Pin & Box threads - Subs/Stabilizer	EA (Each)	600
2030	MPI, full length pipe body - Subs/Stabilizer	EA (Each)	600
2040	Full length internal inspection- Subs/Stabilizer	EA (Each)	600
2050	Shoulder re-facing, Box & or Pin- Subs/Stabilizer	EA (Each)	600
2060	Disassembling of elevator for NDT	EA (Each)	450

2070	Visual & Optical Inspection of elevator	EA (Each)	450
2080	Measurement of bores- both ends of elevators	EA (Each)	450
2090	MPI of full body, ears & latch of elevator	EA (Each)	450
2100	Shoulder re-facing, square shoulder elevator	EA (Each)	450
2110	Reassembling of elevator after NDT	EA (Each)	450
2120	Disassembling of spider for NDT	EA (Each)	50
2130	Visual & Optical Inspection of spider elevator/slip	EA (Each)	50
2140	MPI of full body of spider elevator/slip	EA (Each)	50
2150	Reassembling of spider elevator/slip after NDT	EA (Each)	50
2160	Visual & Optical Inspection of elevator links	PAA (Pair)	20
2170	Measurement of thickness - elevator links	PAA (Pair)	20
2180	Measurement of length elevator links	PAA (Pair)	20
2190	MPI of full body - elevator links	PAA (Pair)	20
2200	Disassembling of slips for NDT	EA (Each)	200
2210	Visual & Optical Inspection of slips	EA (Each)	200
2220	Measurement of taper section & dimensions of slips	EA (Each)	200
2230	Inspection of insert slot of slips	EA (Each)	200
2240	MPI of full body of slips	EA (Each)	200
2250	Reassembling of slips after NDT	EA (Each)	200
2260	Disassembling of tubing spider for NDT	EA (Each)	20
2270	Visual & Optical Insp. of tubing spider	EA (Each)	20
2280	Measurement of dimensions & taper section- tubing spider slip	EA (Each)	20
2290	Inspection of insert slot of tubing spider slip	EA (Each)	20
2300	MPI, full body of tubing spider slip	EA (Each)	20
2310	Reassembling of tubing spider slip after NDT	EA (Each)	20
2320	Disassembling of rotary tong for NDT	EA (Each)	80
2330	Visual & Optical Inspection of rotary tong	EA (Each)	80
2340	Inspection of damage or wear of rotary tong	EA (Each)	80
2350	MPI of full body w/components of rotary tong	EA (Each)	80
2360	Reassembling of rotary tong after NDT	EA (Each)	80

2370	Visual & Opt Inspection 2.3/8" G - 105 D/P body	JT (Joint)	150
2380	Tool Joints Measurement - 2.3/8" G-105 D/P	JT (Joint)	150
2390	Thread Inspection with API gauges - 2.3/8" G-105 D/P	JT (Joint)	150
2400	MPI, Pin & Box threads, 2.3/8" G-105 D/P	JT (Joint)	150
2410	Full length interna Inspection, 2.3/8" G-105 D/P	JT (Joint)	150
2420	Shoulder re-facing, Box end - 2.3/8" G105 D/P	JT (Joint)	150
2430	Shoulder re-facing, Pin end - 2.3/8" G-10D/P	JT (Joint)	150
2440	Straightening of Drill pipe body - 2.3/8" G-D/P	JT (Joint)	150
2450	Full body Inspection 7.5/8" OD x 33.7 PPF Wash -Over pipe	JT (Joint)	20
2460	Full length Internal Inspection 7.5/8" Wash -Over pipe	JT (Joint)	20
2470	Thread Inspection with API gauges 7.5/8" Wash -Over pipe	JT (Joint)	20
2480	Full body Inspection 4. 1/2" OD x 15.1 PPF Wash -Over pipe	JT (Joint)	20
2490	Full length Internal Inspection 4.1/2" x 15.1PPF Wash -Over pipe	EA (Each)	20
2500	Thread Inspection with API gauges 4.1/2" x 15 PPF Wash -Over pipe	EA (Each)	20
2510	Visual & Optical Inspection Of Drilling Spool (all sizes)	EA (Each)	40
2520	Re-facing of ring grooves of Drilling Spool (all sizes)	EA (Each)	40
2530	Thread inspection of 8" Hydro-Mech Drilling jar	EA (Each)	3
2540	Thread inspection of 6.1/4" Hydro-Mech Drilling jar	EA (Each)	4

**1.** The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

**2.** 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).

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

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

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

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

**5.** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.

<b>6.</b> Refer to GCC for detail of GST.
<b>7.</b> The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab.
<b>8.</b> Tenure of Agreement: <b>03 (Three) years.</b>
<b>9.</b> Mobilisation Period: <b>45 (Forty Five) days</b> from the date of issue of LOA.

**1.0 DEFINITIONS/TERMS**

The following words and phrases shall have the meanings hereby assigned to them except where the contract otherwise requires.

1.1 "OIL" means OIL INDIA LIMITED (OIL)/OPERATOR

1.2 "OIL/Operator" means the person or persons appointed and approved in writing from time to time by the Operator to act on its behalf for overall co-ordination and project management at site.

1.3 "Engineer" means the person or persons/agencies appointed from time to time by the Operator to act on its behalf to the extent so authorized and notified in writing to the Contractor.

1.4 "Engineer's Representative" means any resident engineer or assistant of the engineer appointed by the Operator to perform the duties set out in Article whose authority is notified in writing to the Contractor by the Engineer.

1.5 "Site" means the lands/location specified by the operator under in or through which the operations are to be carried out, for the purposes of the contract together with any other places designated in the contract as forming part of the site.

1.6 "Commencement Date" means the date in which the operation under this contract taken charge of by the Contractor.

1.7 "Guarantee" means the period and other conditions governing the warranty/guarantee in respect of the works.

1.8 "Contractor's Representative" means such person or persons duly appointed at the site by the Contractor in writing delegating authority to act on behalf of the Contractor in matters related to the work.

1.9 "OIL's items" means the equipment and services which are to be provided by OIL or Contractor at the expense of OIL.

1.10 "Contractor's items" means the equipment and services which are to be provided by contractor at the expense of the Contractor.

1.11 "Mobilization of the Contractor" means deployment of all the specified equipment's required for carrying out the service at designated site.

1.12 "Demobilization of the Contractor" means removal of all the specified equipment & crew by the Contractor after completion of the services.

1.13 "Specification" means those specifications of the work relating to the industry standards and codes, work performance, quality and the specifications affecting the works and performance of the work detailed in the specifications of this contract.

1.14 "Day" means a calendar day of twenty four (24) consecutive hours beginning at 00:00 hours (midnight) and ending at 2400 hours (midnight) following, as referred to local time at site.

1.15 "Third party" means any group, corporation, person or persons who may be engaged in activity associated with the work specified but who shall remain at arm's length from the work and who shall not have a direct responsibility or authority under the terms of the contract.

1.16 "Work" means all the work to be performed by Contractor under this Agreement.

1.17 "Contract price" means the sum or sums agreed to pay by the Operator as consideration for the work performed by the Contractor in the contract subject to any conditions thereto or deductions therefrom which may be made under the provisions of the contract.

1.18 "Certificate of Completion" means certificate issued by OIL to the Contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by OIL.

1.19 Base camp set up/accommodation: Contractor has to arrange their own accommodation.

## **2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT**

2.1 The contract shall become effective as on the date OIL notifies contractor in writing that the contract has been awarded.

2.2 Commencement date: The date on which mobilization is complete i.e., the contractor's personnel along with necessary tools & equipment arrive at Duliajan and certified by Company's Personnel, will be the commencement date of the contract. Mobilization of contractor's personnel and equipment at Duliajan shall be completed within 45 days of issuance of L.O.A.

2.3 The contract shall be for a period of 03 (Three) years i.e. from date of commencement of the contract.

## **3.0 DUTIES & POWERS**

### **3.1 Oil/Operator's Representative**

The duties of OIL representative(s) are to act on behalf of the Operator for overall coordination and project management at location. OIL Representative shall have an authority to order changes in the Scope of work to the extent, so authorized and notified by the Operation to the Contractor in writing. OIL Representative(s) shall liaise with the Contractor, monitor and progress so as to ensure the timely completion of work.

### **3.2 Engineer**

The Engineer shall ensure that the works are carried out in accordance with the specifications, scope and other terms and conditions of contract. The Engineer shall have the right to inspect at all reasonable intervals and part of the works and necessary tests to be carried out and such work which is not in accordance with the contract. The Engineer will have right to scrutiny of the records for the work. In general the Engineer will have authority to oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor.

### 3.3 Contractor's Representative

The Contractor's Representative shall have all the powers required for the performance of the works. OIL Representative shall liaise with the Contractor Representative, Engineer's Representative for the proper co-ordination of the works and or any other matter pertaining to the works.

## **4.0 COMPENSATION TO CONTRACTOR**

### 4.1 General

The Operator agrees to pay Contractor for work performed/services rendered by the Contractor, a sum computed at the rates specific in the contract.

### 4.2 Firm Price

The rates payable under this contract shall be firm during the term of the Agreement and no escalation on any account of wages and whatsoever shall be allowed under any circumstances.

## **5.0 OVERALL CONDITIONS OF THE CONTRACT**

### (A) CONTRACTOR'S OBLIGATIONS

#### 5.1 Contractor shall,

5.1.1 In accordance with and subject to the terms and conditions of this contract perform the work described.

5.1.2 Except as otherwise provided herein provide all labour and other personnel as required to perform the work.

5.1.3 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.

5.1.4 Be deemed to have satisfied itself before submitting its Bid as to the correctness and sufficiency of its Bid for the services required and of the rates and prices, except insofar as otherwise provided herein cover all its obligation under the contract.

5.1.5 Give or provide all necessary supervision during the performance of the services and as long thereafter as OIL may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

5.1.6 To comply with all local/statutory regulations for mines act, labour laws etc.

5.1.7 Observe safety regulations in accordance with acceptable Oilfield practice contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing accident, fire, explosion and blow out, etc.

5.1.8 Report to OIL any evidence if identifies which may indicate or likely to lead to an abnormal or dangerous situation at the earliest opportunity and immediately take the first emergency control steps within contractor's scope at well/works site.

5.2 Contractor shall be responsible for:

- (a) Supervision during NDT process at Duliajan/any other Company site.
- (b) All safety precaution should be adhered during the process and all necessary PPE to be provided
- (c) Conduct & behaviour of their employees

5.3 Contractor shall arrange for regular and periodical maintenance of their equipment including replacement of worn-out parts/supply of all spare parts (at its own cost) and ensure a smooth and break down free operation.

5.4 The safety of contractor's employees will be contractor's responsibility. All safety measures as necessary for operations will be provided by contractor to its employees.

5.5 Discipline: Contractor shall maintain strict discipline and good order among its personnel throughout the duration of this contract. Should OIL feel with just cause, that the contract of any of contractor's personnel is detrimental to OIL's interest, OIL shall notify contractor in writing the reason for requesting removal of such personnel/employee at its expense within 7 days.

5.6 Contractor shall arrange to obtain necessary permission from appropriate authority for compliance with any labour law, or any other regulations applicable to its personnel/equipment as applicable in connection with the execution of the jobs.

5.7 Accommodation: Accommodation of contractor's personnel shall be contractor's responsibility. OIL will not provide any accommodation whatsoever.

**(B) OIL'S OBLIGATIONS**

5.12 Inspection:

i) OIL's Engineer/representative shall upon initial placement check all the relevant documentation and duly inspect the same before accepting it, for the services under this agreement. Such inspection shall be carried out entirely at the Contractor's risk and cost.

ii) OIL's Engineer shall have power amongst others as follows:

a) Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.

b) Instruct the Contractor to remedy/rectify expeditiously any defects revealed upon periodic inspection carried out by OIL. Such rectification shall be at the Contractor's cost entirely.

5.13 OIL shall, in accordance with and subject to the terms and condition of the contract, pay contractor for the services availed as stipulated herein.

5.14 OIL, shall allow Contractor access, subject to normal security and safety procedures to all areas as required for orderly performance of the work.

## **6.0 CONTRACTOR'S PERSONNEL**

6.1 Contractor warrants that it shall furnish competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable OIL's safety requirement. The personnel working under the services should possess valid certification for carrying out NDT. OIL have the option to accept or reject any staff/personnel of the contractor, who do meet OIL's requirement and found to be unsuitable, in which case the contractor shall provide suitable alternative to the satisfaction.

6.2 Contractor shall be responsible for and shall provide for all requirements of his personnel and his subcontractor, if any, including but not limited to their insurance, housing medical services, transportation (both air and land), salaries and all amenities, all emigration requirement, taxes if any, payable in India or outside at no extra charge to OIL.

6.3 Contractor shall arrange food, accommodation and available medical facilities for their personnel.

6.4 Transportation of contractor's personnel to and fro from well site will be arranged by OIL, in case NDT is required at well site.

## **7.0 MOBILIZATION**

The mobilization of all equipment along with personnel to Drilling Yard shall be completed within 45 days from the date of the letter of Award.

## **8.0 DEMOBILIZATION**

OIL shall give notice to contractor to commence demobilization. Contractor will ensure that demobilization is completed within 21 days of notice from OIL. No charge whatsoever will be payable from that date of notice to demobilize.

## **9.0 WARRANTY AND REMEDY OF DEFECTS**

9.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, efficient, and current state of the art technology/inspection services and conformity with all specifications, standards and drawings set forth or referred to in the

technical Specifications with instructions and guidance which OIL may, from time to time, furnish to the Contractor.

9.2 Should OIL discover at any time during the currency of this contract or within one year after completion of the operations that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from OIL, 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, OIL at its option, may have such remedial work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.

9.3 The rights and remedies of OIL provided by this Clause are in addition to any other right and remedies provided by law or in equity or otherwise.

## **10.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION**

10.1 Contractor shall not, without OIL's prior written consent, disclose the contract, or any provision thereof, or any conduct of operation hereunder, 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 so far as may be necessary for purposes of such performance.

10.2 Contractor shall not, without OIL's prior written consent, make use of any document or information referred in this contract and the NIT except for purposes of performing the contract.

10.3 Any document supplied to the Contractor in relation to the contract other than the contract itself remain the property of OIL and shall be returned (in all copies) to OIL on completion of Contractor's performance under the contract if so required by OIL.

10.4 All data assembled, compiled, developed, reproduced and studied by the contractor in connection with the services rendered shall be considered strictly confidential. The secrecy of the data shall be maintained by the contractor even after the expiry of the contractual service period.

## **11.0 TAXES**

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

11.2 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 maybe in force from time to time.

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

11.4 The Contractor shall furnish to OIL, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

11.5 Prior to start of operations under the contract, the Contractor shall furnish OIL with the necessary documents, as asked for by OIL 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.

11.6 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to OIL within 6 months of the expiry of the tenure of the contract or such extended time as OIL may allow in this regard.

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

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

## **12.0 PATENT INFRINGEMENT**

12.1 Contractor shall defend and hold OIL harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against OIL and/or use of any patented processes, Compositions machines or articles of manufacture. OIL shall at all times have the right to be represented by its own counsel and participate in the defence of any action in which OIL is a party defendant.

12.2 OIL shall defend and hold Contractor harmless against any and all claims action and liabilities for violation of any patent of patents brought against Contractor and/or OIL by any third party as a result of OIL's use of any patented processes composition, machines or articles of manufacture. Contractor shall at all times have the right to be represented by its own counsel and to participate in the defense of any action in which Contractor is a party defendant.

## **13.0 LIQUIDATED DAMAGES**

13.1 For default in timely mobilization of all equipment liquidated damage @ 0.5% of estimated contract value for delay of each week or part thereof subject to a maximum of 7.5% of the estimated contract value will be applicable.

13.2 In the event of contractor's failure to mobilize all the equipment to OIL's site within 15 weeks' time after expiry of the mobilization time incorporated in the contract, OIL will have the right to terminate the contract and forfeit the security deposit.

## **14.0 INSURANCE**

14.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment/vehicle belonging to the Contractor or its sub-contractor during the currency of the contract.

14.2 Contractor shall at all times during the currency of the contract provide, pay for and maintain the following insurances amongst others:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employees Liability Insurance as required by law in the country of origin of employee.
- c) 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.

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

14.4 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on OIL.

## **15.0 CHANGES**

15.1 During the performance of the work, OIL may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by OIL.

15.2 If a change results in an increase in compensation due to Contractor or in a credit due to OIL, Contractor shall submit to OIL an estimate of the amount of such compensation or credit in a form to be prescribed by OIL. Such estimates shall be based on the rates shown in the contract. Upon review of Contractor's estimate, OIL shall establish and set forth in the change order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If contractor disagrees with the compensation or credit set forth in the change order, contractor shall nevertheless perform the work as changed and the parties will resolve the dispute in accordance with Article 21 (Arbitration) hereunder. Contractor's performance of the Work as changed will not prejudice contractor's request for additional compensation for work performed under change order.

## **16.0 FORCE MAJEURE**

16.1 Notwithstanding anything herein to the contrary contractor shall not be liable for forfeiture of its performance security, payment of penalties or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure.

16.2 In the event of either party being rendered unable by Force majeure to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

16.3 For purpose of this clause Force majeure means an act of God, war, revolt, riots, strikes, fire, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

16.5 Time for performance or the relevant obligation suspended by Force majeure shall then stand extended by the period for which the Force majeure conditions last.

16.6 Unless otherwise directed by OIL in writing contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all responsible alternative means for performance not prevented by Force majeure event.

## **17.0 TERMINATION**

17.1 This Contract shall stand terminated upon completion of the job required to be done by the Contractor with full satisfaction of OIL.

17.2 OIL, may without prejudice to any other remedy for breach of contract, by written notice of default sent to contractor, terminate the contract in whole or in part if contractor fails to perform any of its obligation under the contract and if contractor does not cure its failure within a period of 30 days (or such longer period as OIL may authorize in writing) after receipt of the default notice from OIL.

17.3 In the event OIL terminates the contract in whole or in part pursuant to paragraph 18.2 OIL may procure upon such terms and in such manner as it deems appropriate materials, equipment and services required to complete that part of the operation in default by the contractor and contractor shall be liable for any excess costs incurred by OIL. However, contractor shall continue performance of the contract to the extent not terminated.

17.4 OIL may at any time terminate the contract by giving written notice to contractor, without compensating contractor, except for services already rendered, if contractor becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will occur thereafter to OIL. Similarly, the contractor may also at any time terminate this contract by giving 6 months' notice without compensation if OIL become Bankrupt or otherwise become insolvent and provided further that no steps have been taken by OIL within the notice period of 6 months to avoid bankruptcy and insolvency.

17.5 OIL may, by written notice sent to contractor, terminate the contract in whole or in part of any time for its convenience. The notice of termination shall specify that termination is for OIL's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, which should be at least 15 days after the date of the notice of termination. If OIL exercises this right it shall pay contractor in accordance with the provisions of the contract for work satisfactory performed upto the date of termination as well as for demobilization cost, if any, substantiated by contractor to the satisfaction of OIL.

**18.0 INGRESS AND EGRESS AT LOCATION**

OIL shall provide contractor, if required, requisite certificates for obtaining right of ingress from location where jobs are to be performed, including any certificates required for permits or licenses for the movement of contractor's personnel. Should such permits/licenses be delayed because of objections of appropriate authorities in respect of specific contractor's person(s), such person(s) should be promptly removed from the list by the contractor and replaced by acceptable person(s).

**19.0 CONSEQUENTIAL DAMAGE**

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 of 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.

**20.0 ARBITRATION**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and cancellation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

**21.0 NOTICES**

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

OIL	Contractor
(1) General Manager (Drilling Services) Drilling Department Oil India Limited  _____	(1) _____
Duliajan - 786602 Assam, India	_____
(2) Dy. General Manager (Contracts)	(2) _____

Contracts Department  
Oil India Limited

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Duliajan - 786602  
Assam, India

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

### **23.0 SUBCONTRACTING**

23.1 Contractor shall not subcontract or assign, in whole or in part its obligation to perform under this contract except with OIL's prior written consent which will not be unreasonably withheld. OIL will have the right to accept or reject any subcontractor so selected.

23.2 OIL shall have the right at any time to assign all or any part of its right hereunder to related or affiliated or subsidiary OIL provided that such successor shall remain fully liable and responsible to contractor and obligation imposed by the agreement.

### **24.0 MISCELLANEOUS PROVISIONS**

24.1 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.

24.2 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 OIL indemnified against all penalties and liability of every kind for breach of any such statute, Ordinance or Law, regulation or bye-law.

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

**25.0 TECHNICAL SPECIFICATIONS:** As per scope of work

### **26.0 WAIVERS AND AMENDMENTS**

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

**30.0 PAYMENT & INVOICING PROCEDURE**

30.1 OIL shall pay to contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof on the basis of daily log book signed by departmental officer. No other payments shall be due from OIL unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

30.2 All payments by OIL to contractor shall be made at contractor's designated bank.

30.3 Payment of any invoices shall not prejudice the right of OIL to question the validity of any charges therein, provided OIL 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 OIL questions.

30.4 Contractor will submit three sets of all invoices to OIL for processing of payment.

30.5 Contractor shall raise invoices at the end of each month for the services performed, rates payable and the total amount claimed. These invoices should be submitted to the operator's representative.

30.6 If any deduction is to be made from the invoices of the contractor, the contractor should be informed along with the reasons for such deductions.

30.7 Payment of monthly invoice, if undisputed shall be made within 30 days following the date of receipt of invoices by OIL

30.8 OIL shall within 30 days of receipt of the invoice notify contractor of any item under dispute, specifying the reasons thereof, in which event payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion as indicated above. This will not prejudice OIL's right to question the validity of the payment at a later date as envisaged in para 30.3 above.

30.9 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 respect of any other billing, the payment of which may then or thereafter be due.

30.10 Contractor shall maintain complete and correct records of all information on which contractor's invoices are based upto two (2) 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.

30.11 Any audit conducted by OIL of contractor's records, as provided herein, shall be limited to OIL's verification - (i) of the accuracy of all charges made by contractor to OIL

and (ii) that contractor is otherwise in compliance with the terms and conditions of this Agreement.

**31.0 WITH-HOLDING**

31.1 OIL may with-hold or nullify the whole or any part of the amount due to contractor on account of subsequently discovered evidence in order to protect OIL from loss on account of:

- a) For non-completion of jobs assigned.
  - b) Contractor's indebtedness arising out of execution of this contract.
  - c) Defective work not remedied by contractor.
  - d) Claims by sub-contractor of contractor or other filed or on the basis of reasonable evidence indicating probable filing of such claims against contractor.
  - e) Failure of contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
  - f) Failure of contractor to pay the cost of removal of unnecessary debris, materials, tools, tools, or machinery.
  - g) Damage to another contractor of OIL.
  - h) All claims against contractor for damages and injuries, and/or for non-payment of bills etc.
  - i) Any failure by contractor to fully reimburse OIL 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 OIL, under any circumstances in the opinion of OIL may be primarily or continently liable or ultimately responsible and contractor shall, within five days after demand is made by OIL, fail to pay and discharge such indebtedness, then OIL 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. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.
- j) Garnishee order issued by a court of law in India.
  - k) Income-tax deductible at source according to law prevalent from time to time in the country.
  - l) Any obligation of contractor which by any law prevalent from time to time be discharged by OIL in the event of contractor's failure to adhere to such laws.

Notwithstanding the foregoing, the right of OIL to withhold shall be limited to damages, claims and failure on the part of contractor which is directly/indirectly related to some negligent act or omission on the part of contractor.

**32.0 APPLICABLE LAW**

32.1 The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

32.2 The contractor shall ensure full compliance of various India laws and Statutory Regulations, 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) Mines Act, 1952 - as applicable to safety and employment conditions and subsequent amendments.
- b) Oil Mines Regulations, 1984.
- c) Workmen's of Wages act.
- d) Payment of Wages Act.
- e) Payment to Bonus Act, 1965.
- f) Contract Labour (Regulation & Abolition) Act. 1970
- g) Family Pension Schema.
- h) Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of services).
- i) Provident Fund and Misc. Provisions Act, 1952
- j) Indian Electricity Act, 1953
- k) Central Excise & Salt Act, 1944
- l) Income Tax Act, 1961
- m) Assam Finance Act, 1956
- n) Assam Sales Tax Act, 1947
- o) Central Sales Tax Act, 1957
- p) Assam Pollution Control Board's Rules & Regulations.

32.3 The Contractor shall not make OIL liable to reimburse the contractor to the statutory increase in the wages rates of the contract labour appointed by the contractor. Such statutory or any other increase in the wages rates of the contract labour shall be borne by the contractor.

**33.0 SAFETY**

Contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all safety rules and instructions.

**34.0 POLLUTION OR CONTAMINATION**

34.1 OIL agrees that OIL shall be responsible for and shall indemnify the contractor and hold its agents, services, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of contractor's services/operations if such pollution or contamination is caused by OIL's misconduct or negligence.

34.2 Contractor agrees that the contractor shall be responsible for and shall indemnify OIL and hold its agents, servants, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of OIL's services/operations if such pollution or contamination is caused by contractor's misconduct or negligence.

### **35.0 CHANGE OF OWNERSHIP**

The Contractor's right and obligations under this contract are not transferable by sale or assignment without OIL's written consent. In the event of the operation/service is being sold without OIL's written consent, in addition to its other rights OIL may at its absolute discretion terminate this contract where upon the contractor shall re-imburse OIL payment, if any paid in advance and not earned, and any sums which OIL may sustain directly as a consequence of such termination.

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

### **1.0 INTRODUCTION:**

OIL INDIA LIMITED, (OIL), an integrated National E&P Company has been carrying out oil exploration & development activities since early fifties. Also it is engaged in production & transportation of crude oil & natural gas. OIL has major share of its E&P activities in Assam & Arunachal Pradesh besides activities in rest of India. In order to check the worthiness of the Drilling/Workover equipment's and tubulars, OIL intends to hire a Non-Destructive Tests (NDT) service under this Contract.

### **SCOPE OF WORK:**

Non-Destructive Tests (NDT) to be carried out to full satisfaction of OIL INDIA LIMITED by deployment of two dedicated teams i.e. one team each for carrying out NDT of Tubular & NDT of Drilling Equipment's respectively. Each team should consist of minimum two personnel of which at least one person shall possess valid ASNT level-II (Electromagnetic Testing ET, Radiographic Testing RT, Ultrasonic Testing UT, Magnetic Particle Testing MT, Liquid Penetration Testing PT and Visual & Optical Testing VT) certificate and one person shall have valid ASNT level-I (ET, RT, UT, MT, PT & VT) certificate.

### **1.1 FOR DRILL PIPE & PUP JOINTS**

The following Non-destructive tests to be carried out in accordance to API RP 7G-2 (STD). Only pipes falling under premium class should be segregated & suitably marked for further use (after inspection).

(A) Check for Exterior & Interior Conditions:

(a) Complete Visual & optical inspection for full length inside & outside.

- (b) Visual & optical inspection of thread to detect handling damage, corrosion damage & galling.
- (c) Measurement of box tool joint OD for wear & eccentricity and to segregate pipes which are within the permissible limits of premium class.
- (d) Check for mechanical damage i.e. cut & gouges on slip area and to segregate pipes which are within the permissible limits of premium class (i.e. depth not exceeding 10% of the average adjacent wall at any point).
- (e) Inspection of thread profile to detect over torque, insufficient torque, lapped thread, galled threads & stretching.
- (f) The thread gage stand-off must be checked with hardened and ground gages to API specifications. A thread profile gage must fit the threads and further checking of thread lead, thread taper, and thread forms may be indicated.
- (g) Wet fluorescent magnetic particle inspection of both box & pin threaded area including thread roots. Pin threads should be inspected for transverse cracks in thread roots, boxes should be inspected for longitudinal cracks especially on tool joint OD.
- (h) Check for corrosion, cuts and gouges (longitudinal & transverse) on OD of pipe body for full length and to segregate pipes which are within the permissible limits of premium class (i.e. remaining wall thickness not less than 80% at any point).
- (i) Measurement of OD wear on pipe body for full length by ultrasonic testing (UT) and to segregate pipes which are within the permissible limits of premium class (i.e. remaining wall thickness not less than 80% at any point).
- (j) Measurement of dents & mashes, crushing and necking on OD of pipe body for full length by ultrasonic testing (UT) and to segregate pipes which are within the permissible limits of premium class (i.e. diameter reduction not over 3% of OD at any point).
- (k) EMI method Inspection of Drill pipe body to determine the healthiness of the Drill pipe.
- (l) Check for corrosive pitting wall, erosion & wear of wall including smoothness & continuation of internal coating to be checked on ID for full length by inside camera or similar tools and reconfirmation of same by ultrasonic testing (UT) and to segregate pipes which are within the permissible limits of premium class (i.e. remaining wall thickness not less than 80% at any point).
- (m) A blacklight inspection should be performed for any longitudinal crack in the plastic coating in order to find the full extent of the damage.

- (n) Rough or crowned shoulder should be faced off with shoulder dressing tool. Re-facing should not be more than 1/32" from a box or pin shoulder at any one re-facing and not more than 1/16# cumulatively.
- (o) Straightening of drill pipes (if required provided it fulfil the requirement of premium class) by either of the methods
  - # Gas press
  - # Tensile pull
  - # Rotary straightening
- (p) Segregation of pipes requiring rethreading of tool joints (Box / Pin) in case the pipe body & other parameters of tool joint are found within permissible limits of premium class.

(B) Inspection Classification & Condition Marking:

- (a) Drill pipes falling under permissible limits of Premium class shall be marked with two white bands & a centre punch mark on the 18 or 35-degree sloping shoulder of pin end tool joint as recommended in API RP 7G-2.
- (b) Other colour bands to be applied on tool joints & drill pipe body should be as per API RP 7G-2 recommendations.

Note: 1. The drill pipes should be kept in different lots based on size, grade & identification colour band.

2. Thread protectors to be installed on both ends of pipes falling under Premium Class after applying API specified thread compound (Provided by OIL).

3. Drill pipes rejected after each & every step should be marked accordingly, indicating the step number where it has been rejected.

## **1.2 FOR HEAVY WEIGHT DRILL PIPE**

The following Non-destructive tests to be carried out in accordance to API RP 7G-2 standard. Only pipes falling under premium class should be segregated & suitably marked for further use (after inspection).

(A) Check for Exterior & Interior Conditions:

- (a) Complete Visual & optical inspection for full length inside & outside.
- (b) Visual & optical inspection of thread to detect handling damage, corrosion damage & galling.
- (c) Measurement of box tool joint OD for wear & eccentricity and to segregate pipes which are within the permissible limits of premium class.

- (d) Inspection of thread profile to detect over torque, insufficient torque, lapped thread, galled threads & stretching.
  - (e) The thread gage stand-off must be checked with hardened and ground gages to API specifications. A thread profile gage must fit the threads and further checking of thread lead, thread taper, and thread forms may be indicated.
  - (f) Wet fluorescent magnetic particle inspection of both box & pin threaded area including thread roots. Pin threads should be inspected for transverse cracks in thread roots, boxes should be inspected for longitudinal cracks especially on tool joint OD.
  - (g) EMI method Inspection of Drill pipe body to determine the healthiness of the Drill pipe.
  - (h) Check for corrosive pitting wall, erosion & wear of wall including smoothness & continuation of internal coating to be checked on ID for full length by inside camera or similar tools and reconfirmation of same by ultrasonic testing (UT) and to segregate pipes which are within the permissible limits of premium class.
  - (i) A blacklight inspection should be performed for any longitudinal crack in the plastic coating in order to find the full extent of the damage.
  - (j) Rough or crowned shoulder should be faced off with shoulder dressing tool. Re-facing should not be more than 1/32" from a box or pin shoulder at any one re-facing and not more than 1/16# cumulatively.
  - (k) Straightening of heavy weight drill pipes (if required) by either of the methods
    - # Gas press
    - # Tensile pull
    - # Rotary straightening
  - (l) Segregation of pipes requiring rethreading of tool joints (Box / Pin) in case the pipe body & other parameters of tool joint are found within permissible limits of premium class.
- (B) Inspection Classification Marking:
- (a) Heavy Weight Drill pipes falling under permissible limits of Premium class shall be marked with two white bands & a centre punch mark on the 18 or 35-degree sloping shoulder of pin end tool joint as recommended in API RP 7G-2.
  - (b) Other color bands to be applied on tool joints & drill pipe body should be as per API RP 7G-2 recommendations.

- Note: 1. The heavy weight drill pipes should be kept in different lots based on size, grade & identification colour band.
2. Thread protectors to be installed on both ends of heavy weight drill pipes falling under Premium Class after applying API specified thread compound (Provided by OIL).
3. Heavy Weight Drill pipes rejected after each & every step should be marked accordingly, indicating the step number where it has been rejected.

### **1.3 FOR DRILL COLLAR**

The following Non-destructive tests to be carried out in accordance to API RP 7G-2 standard. Only drill collars satisfying the limits/tolerances should be segregated & suitably marked for further use (after inspection).

(A) Check for Exterior & Interior Conditions:

- (a) Complete Visual & optical inspection for full length inside & outside to determine obvious damage & overall condition.
- (b) Measurement of OD & ID of both ends.
- (c) Measurement of tool joints OD for wear & eccentricity and to segregate pipes which are within the permissible limits.
- (d) Checking the thread profile with a profile gauge to detect stretched pins & worn threads.
- (e) Checking the box counter bore diameter for swelling including shoulders for galls, and possible "wash outs".
- (f) Wet fluorescent magnetic particle inspection (for drill collars of ferromagnetic material)/Liquid Penetration Test (for drill collars of non-ferromagnetic material) of both box & pin threaded area including thread roots for detection of cracks.
- (g) Wet fluorescent magnetic particle inspection (for drill collars of ferromagnetic material)/Liquid Penetration Test (for drill collars of non-ferromagnetic material) of full body to determine the healthiness including slip recess for drill collars.
- (h) Check for corrosive pitting wall, erosion & wear of wall on ID for full length by inside camera or similar tools and to segregate pipes which are within the permissible limits.
- (i) Damaged box &/or pin shoulder should be re-faced with shoulder dressing tool.

- (j) Segregation of drill collar requiring rethreading of tool joints (Box/Pin) in case other parameters are found within permissible limits.

(B) Inspection Classification Marking:

The various colour bands to be applied adjacent to rotary shoulder connection & drill collar body should be as follows:

Connections & body	Colour Bands
Connections within permissible limits	One White Bands on tool joint
Repairable Connections	One Green Band on tool joint
Non-repairable Connections	One Red Band on tool joint
Body within permissible limits	One White Band on body
Body not within permissible limits	One Red Band on body

Note: 1. The drill collars should be kept in different lots based on size, grade & identification colour band.

2. Thread protectors to be installed on both ends of useable drill collars after applying API specified thread compound (Provided by OIL).

3. Drill collars rejected after each & every step should be marked accordingly, indicating the step number where it has been rejected.

4. Opening of rig tong tightened drill collar plugs is the responsibility of OIL.

#### **1.4 FOR KELLY:**

The following Non-destructive tests to be carried out in accordance to API RP 7G-2 standard. Only Kelly's satisfying the limits/tolerances should be segregated & suitably marked for further use (after inspection).

(A) Check for Exterior & Interior Conditions:

- (a) Complete Visual & optical inspection for full length inside & outside to determine obvious damage, corrosion, wear pattern & overall condition.
- (b) Measurement of OD & ID.
- (c) Measurement of tool joints OD for wear & eccentricity.
- (d) Check corners of the drive section (full length) for wear.
- (e) Checking the thread profile with a profile gauge to detect stretched pins & worn threads.
- (f) Checking the box counter bore diameter for swelling including shoulders for galls, and possible "wash outs".

- (g) Wet fluorescent magnetic particle inspection of both box & pin threaded area including thread roots for detection of cracks.
- (h) Wet fluorescent magnetic particle inspection of full body to determine the healthiness including junction between upsets and drive section for pits, cuts, dents, other mechanical damage and cracks.
- (i) Check for corrosive pitting wall, erosion & wear of wall on ID for full length by inside camera or similar tools and to segregate kellys which are within the permissible limits.
- (j) Damaged box &/or pin shoulder should be re-faced with shoulder dressing tool.
- (k) Check straightness. If required Straighten the Kelly by either of the methods
  - # Gas press
  - # Tensile pull
  - # Rotary straightening
- (l) Segregation of kelly requiring rethreading of tool joints (Box/Pin) in case other parameters are found within permissible limits.

(B) Inspection Classification Marking:

The various colour bands to be applied adjacent to rotary shoulder connections & body should be as follows:

Connections & body	Color Bands
Connections within permissible limits	One White Bands on tool joint
Repairable Connections	One Green Band on tool joint
Non-repairable Connections	One Red Band on tool joint
Body within permissible limits	One White Band on body
Body not within permissible limits	One Red Band on body

Note: 1. Kellys should be kept in different lots based on size & identification color band.

2. Thread protectors to be installed on both ends of useable kelly after applying API specified thread compound (Provided by OIL).

3. Kellys rejected after each & every step should be marked accordingly, indicating the step number where it has been rejected.

**1.5 FOR SUBS AND STABILIZER:**

The following Non-destructive tests to be carried out in accordance to API RP 7G-2 standard. Items satisfying the limits/tolerances should be segregated & suitably marked for further use (after inspection).

(A) Check for Exterior & Interior Conditions:

- (a) Complete Visual & optical inspection for full length inside & outside to determine obvious damage & overall condition.
- (b) Measurement of OD & ID of both ends.
- (c) Measurement of tool joints OD for wear & eccentricity and to segregate pipes which are within the permissible limits.
- (d) Checking the thread profile with a profile gauge to detect stretched pins & worn threads.
- (e) Checking the box counter bore diameter for swelling including shoulders for galls, and possible "wash outs".
- (f) Wet fluorescent magnetic particle inspection of both box & pin threaded area including thread roots for detection of cracks.
- (g) Wet fluorescent magnetic particle inspection of full body to determine the healthiness.
- (h) Check for corrosive pitting wall, erosion & wear of wall on ID for full length by inside camera or similar tools and to segregate pipes which are within the permissible limits.
- (i) Damaged box &/or pin shoulder should be re-faced with shoulder dressing tool.
- (j) Segregation of items requiring rethreading of tool joints (Box / Pin) in case other parameters are found within permissible limits.

**(B) Inspection Classification Marking:**

The various colour bands to be applied adjacent to rotary shoulder connections & body should be as follows:

Connections (Pin/Box) & body	Color Bands
Connections within permissible limits	One White Bands on tool joint
Repairable Connections	One Green Band on tool joint
Non-repairable Connections	One Red Band on tool joint
Body within permissible limits	One White Band on body
Body not within permissible limits	One Red Band on body

Note: 1. Items should be kept in different lots based on size, nature & identification colour band.

2. Thread protectors to be installed on both ends of useable subs & stabilizers after applying API specified thread compound (Provided by OIL).

3. Items rejected after each & every step should be marked accordingly, indicating the step number where it has been rejected.

**1.6 FOR ELEVATORS:**

The following Non-destructive tests to be carried out in accordance to API RP 7G-2 standard. Items satisfying the limits/tolerances should be segregated & suitably marked for further use (after inspection). Including disassembling of elevators for NDT & reassembling the same after NDT.

**(A) Check for Exterior Conditions:**

- (a) Complete Visual & optical inspection to determine obvious damage (mechanical/handling) and overall condition.
- (b) Measurement of bores at both ends.
- (c) Inspect for excessive wear, cracks, flaws, deformation, corrosion, overloading and other signs of wear on elevator body including latch & latch mechanism.
- (d) Magnetic particle inspection of full body including lifting ears & critical areas to determine the healthiness.
- (e) For square shouldered elevators- check for squareness, uniformity & depth of wear. Uneven wear more than 1/16# should be refaced with shoulder re-facing tool.
- (f) Segregation of elevator requiring replacement of part(s) in case other parameters are found within permissible limits.
- (g) During dismantling of all sizes and types of elevator (tapered or square shoulder) the hinge pin of the elevators are not required to be removed unless and until is desired by OIL. The removal of the same will be responsibility of OIL only.

**(B) Inspection Classification Marking:**

- (a) Elevators falling under permissible limits shall be marked with a punch mark on the body indicating the month & year of inspection together with mark/monogram of inspecting agency.
- (b) Elevators not falling under permissible limits shall be marked with paint indicating the reasons. Additionally, a punch mark on the body indicating the month & year of inspection together with mark/monogram of inspecting agency and the word #scrapped#.

Note: 1. Elevators should be kept in different lots based on size, capacity & identification marking.

2. Elevators rejected after each & every step should be marked accordingly, indicating the step number where it has been rejected.

**1.7 FOR ELEVATOR LINKS:**

The following Non-destructive tests to be carried out in accordance to API RP 7G-2 standard. Items satisfying the limits/tolerances should be segregated & suitably marked for further use (after inspection).

**(A) Check for Exterior Conditions:**

- (a) Complete Visual & optical inspection to determine obvious damage (mechanical/handling) and overall condition.
- (b) Measurement of Thickness at both wear points (eyes), the thickness of body (stem) and contact surface radii.
- (c) Measurement of Length of both the links in a pair (eye to eye) to acceptable limits (i.e. within 1# of being the same length).
- (d) Inspect for excessive wear, cracks, flaws, deformation, corrosion, overloading and other signs of wear.
- (e) Magnetic particle inspection of full body including lifting & critical areas to determine the healthiness.

**(B) Inspection Classification Marking:**

- (a) Elevators links falling under permissible limits shall be marked with a white colour band.
- (b) Elevators links not falling under permissible limits shall be marked with a red colour band indicating the reasons. Additionally, a punch mark on the body indicating the month & year of inspection together with mark/monogram of inspecting agency and the word #scrapped#.

Note: 1. Elevators Links (in pair) should be kept in different lots based on size, capacity & identification marking.

2. Elevators Links (in pair) rejected after each & every step should be marked accordingly, indicating the step number where it has been rejected.

**1.8 FOR HAND SLIPS:**

The following Non-destructive tests to be carried out in accordance to IADC standard (latest edition). Items satisfying the limits/tolerances should be segregated & suitably marked for further use (after inspection). Including disassembling of hand slips for NDT & reassembling the same after NDT.

**(A) Check for Exterior Conditions:**

- (a) Complete Visual & optical inspection to determine obvious damage (mechanical/handling) and overall condition.

- (b) Measurement of Taper & other dimensions.
  - (c) Inspect for excessive wear, cracks, flaws, deformation, corrosion, overloading and other signs of wear.
  - (d) Inspect the insert slot for damage or excessive wear. In case there is 1/8" to 3/16" clearance between the back of the inserts and the insert slot, the slip should be rejected.
  - (e) Magnetic particle inspection of full body including slip body, webs, toes and contact surface to determine the healthiness.
  - (f) Segregation of slips requiring replacement of part(s) in case other parameters are found within permissible limits.
- (C) Inspection Classification Marking:
- (a) Slips falling under permissible limits shall be marked with a white color band together with a punch mark at appropriate place on the body indicating the month & year of inspection together with mark/monogram of inspecting agency.
  - (b) Slips not falling under permissible limits shall be marked with a red color band indicating the reasons. Additionally a punch mark on the body indicating the month & year of inspection together with mark/monogram of inspecting agency and #scrapped#.

Note: 1. Slips should be kept in different lots based on size, capacity & identification marking.

2. Slips rejected after each & every step should be marked accordingly, indicating the step number where it has been rejected.

### **1.9 FOR ROTARY TONGS:**

The following Non-destructive tests to be carried out in accordance to IADC standard (latest edition). Items satisfying the limits / tolerances should be segregated & suitably marked for further use (after inspection). Including disassembling of rotary tongs for NDT & reassembling the same after NDT.

- (A) Check for Exterior Conditions:
- (a) Complete Visual & optical inspection to determine obvious damage (mechanical/handling) and overall condition.
  - (b) Inspect for excessive wear, cracks, flaws, deformation, corrosion, overloading and other signs of wear especially on hinge-pins & hinge-surfaces.

- (c) Magnetic particle inspection of full body including various jaws & other components to determine the healthiness.
- (d) Segregation of tong(s) requiring replacement of part(s) in case other parameters are found within permissible limits.

(B) Inspection Classification Marking:

- (a) Tongs falling under permissible limits shall be marked with a white color band together with a punch mark at appropriate place on the body indicating the month & year of inspection together with mark/monogram of inspecting agency.
- (b) Tongs not falling under permissible limits shall be marked with a red color band indicating the reasons. Additionally a punch mark on the body indicating the month & year of inspection together with mark/monogram of inspecting agency and #scrapped#.

Note: 1. Tongs should be kept in different lots based on size, capacity & identification marking.

2. Tongs rejected after each & every step should be marked accordingly, indicating the step number where it has been rejected.

**2.0 GENERAL NOTES:**

2.1 Drill pipes (mixed up of different sizes) will be given in lots for inspection. The drill pipes will be made available in raised racks. All handling like lying in racks, shifting to nearby racks after the inspection so as to bring up the bottom layer for inspections etc will be arranged by OIL. Crane service for handling will be provided by OIL during the tenure of the contract.

2.2 Similarly Heavy Weight Drill Pipes, drill collars (mixed up of different sizes) and handling equipment's will be given in lots for inspection.

2.3 OIL will provide around 3000M of tubular in one lot for inspection. Loading & offloading of pipes at inspection site to/from OIL's vehicle shall be done by OIL. One lot of tubular may also be more than 3000 M sometime. If the contractor is unable to provide necessary equipment/gadgets/manpower and because of the same the inspection job remains shut down for more than 10(ten) days at a stretch, OIL shall reserves the right to terminate the contract by giving 15(Fifteen) days' notice period.

2.4 Supply of water, electricity & thread lubricating compound, will be arranged by OIL. However, cleaning fluid/materials for cleaning the threads & paint required for marking will be contractor's responsibility.

2.5 Rejected tubular and Drilling Equipments are to be kept separately and clearly marked at no extra cost to OIL for easy identification.

2.6 Quantity of tubular & Drilling Equipment's as indicated in the price schedule is indicative only. All payments will be made on actuals.

2.7 Each & every gadget used for inspection should be calibrated at least once during the day i.e. prior to start of works.

2.8 No charge on account of standby shall be paid to the contractor.

2.9 Complete inspection report to be furnished to OIL for each & every item covering the various tests.

2.10 All tools/equipments such as API gauges, NDT tools, recorders, shoulder facing tools, etc. required for carrying out NDT testing job as per the scope of the work will be the sole responsibility of the contractor. Each team should have their own dedicated NDT tools for carrying out the NDT of Tubular & NDT of Drilling Equipments respectively simultaneously.

### **3.0 PERSONNEL TO BE DEPLOYED:**

a. Contractor shall deploy two dedicated teams i.e. one team each for carrying out NDT of Tubular & NDT of Drilling Equipments respectively simultaneously. Each team should consist of minimum two personnel of which at least one person shall have valid ASNT level II (ET, RT, UT, MT, PT & VT) certificates and one person shall have valid ASNT level - I (ET, RT, UT, MT, PT & VT) certificates. The job should be carried out by the ASNT level 1 certificate holder. The relevant documents are to be submitted along with bid for scrutiny.

b. The contractor shall furnish complete bio-data including qualification, experience etc. along with passport size photograph and proficiency certificate of the persons so deputed for the aforesaid work. The persons so deputed shall have minimum experience of at least three years in the same field of work.

c. Contractors are free to deploy additional manpower as per the requirement of the job.

### **7.0 RESPONSIBILITIES OF CONTRACTOR:**

i) Contractor shall arrange all the tools, instruments, and chemicals/consumables required for carrying out NDT.

ii) All preparatory work like surface preparation etc. shall be done by the Contractor. Base camp setting and security arrangement shall be contractor's responsibility.

iii) Contractor shall make all the arrangement for transportation, boarding and lodging for their personnel.

iv) While carrying out the NDT, the supervision should be done by level -II certificate holder in respective field with sufficient field experiences. The person carrying out the jobs should be level -I certificate holder in the respective NDT field.

v) After NDT, the data / results of each item are to be submitted by the contractor to OIL within a fortnight in the form of a report in triplicate. The report should contain recommendation / specific remarks (if any) for all the tests done. The report should be

submitted along with the certificate. The contractor will certify every day work of inspection &/or re-threading at the end of the day and get it duly approved by OIL representative. Reports should be submitted in OIL approved format only.

**8.0 RESPONSIBILITIES OF OIL:**

OIL shall provide the following:

- i) Crane Service for handling of heavy tubular & drilling equipment's
- ii) Pipe rack for placing tubular for inspection
- iii) Electricity & water supply at site to run the contractor's equipment
- iv) OIL will supply temporary shed on wooden structure with tarpaulin only to carry out the inspection

**9.0 GENERAL TERMS & CONDITIONS:**

- i) The work will be on call out basis and is to be carried out in "Restricted Area" as per the instruction of Company Representative.
- ii) Rate quoted shall be firm during the period of contract and during the period of extension, if any.
- iii) No other charges other than Unit charges shall be payable, as mentioned in the tender documents.
- iv) The unit rate quoted by the bidder shall include boarding, lodging, transportation upto Duliajan/Moran in Assam and from these places to Drill/Workover Rigs site etc.
- v) The contractor shall be responsible for the Safe custody and handling of his own instruments.
- vi) The personnel of the contractor shall observe all security, fire and safety rules of OIL.
- vii) The Contractor shall provide Bio-data of his employees prior to deployment, for OIL's approval.
- viii) The Contractor shall provide proper identification cards for his employee (to be deputed for the job) duly signed.
- ix) The personnel of the contractor deputed for the job shall be medically fit.
- x) The contractor's personnel deputed for the job should possess good conduct and discipline.
- xi) The contractor shall maintain first-aid facilities for his personnel.
- xii) The contractor shall ensure in writing that they shall not deploy the personnel having past criminal records.

xiii) Safety - The contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion etc and shall provide Safety Kits and liveries like helmet. Safety shoes, hand gloves etc to personnel deputed to meet the Safety conditions as per Oil Mines Regulation.

xiv) The contractor shall comply to all the applicable Safety laws and labour laws including that of contract Labour (R & A) Act of 1970, minimum wages act etc. The contractor shall abide by labour laws and regulations invoke, both of Central and the State Government and he shall be personally responsible for its compliance and keep OIL indemnified against any action brought against it, for any violation/non-compliance.

xv) OIL shall not be responsible for loss of life, materials to the contractor crew member or to a third party due to contractor's negligence. OIL shall not be liable to pay any compensation on this account and the contractor shall be solely responsible and liable to pay any compensation.

xvi) In case of any ambiguity in the provisions of the tender documents, the decision of OIL. Duliajan shall be final and binding on both the parties to the contract.

xvii) Bidder shall provide details of all machineries and equipment (like make, model, vintage etc) to be deployed in the execution of the contract before mobilization

10.0 List of Tubular & Handling Tools/Equipments with tentative quantities are given in ANNEXURE#A.

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**2.0 TECHNICAL SPECIFICATIONS OF TUBULARS & HANDLING TOOLS FOR NDT:**

**2.1 DRILL PIPES**

(a) 127.0 mm OD x 29.019 kg/m (5" OD x 19.5 lbs/ft) Grade `G-105' Internal-External upset seamless drill pipe with 114.30 mm (4.1/2") API IF RH Pin x Box connection having 165.10 mm or 168.275 mm (6.1/2" or 6.5/8#) OD x 82.55 mm (3.1/4") ID, 18 degree tapered shoulder flash/friction welded tool joints. Tool joints are with hard facing & copper plated or phosphatized threads. Internally coated all along the pipe length. Length of each joint of drill pipe is in the range of 9.14 m to 9.44 mm (30-31ft).

(b) 127.0 mm OD x 29.019 kg/m (5" OD x 19.5 lbs/ft) Grade `S-135' Internal-External upset seamless drill pipe with 114.30 mm (4.1/2") API IF RH Pin x Box connection having 165.10 mm or 168.275 mm (6.1/2" or 6.5/8#) OD x 69.85 mm (2.3/4") ID, 18 degree tapered shoulder flash / friction welded tool joints. Tool joints are with hard facing & copper plated or phosphatized threads. Internally coated all along the pipe length. Length of each joint of drill pipe is in the range of 9.14 m to 9.44 mm (30-31ft).

(c) 114.3 mm OD x 24.7 kg/m (4.1/2" OD x 16.6 lbs/ft) Grade `G-105' Internal External upset, seamless drill pipe with 101.60 mm (4") API IF RH pin x Box connection having 158.75 mm (6.1/4") OD x 76.20 mm (3") ID, 18 degree tapered shoulder flash weld/friction welded tool joints. Tool joints with hard facing & copper plated or phosphatized threads. Internally coated all along the pipe length. Length of each joint of drill pipe is in the range of 9.14 m to 9.44 m (30-31ft).

(d) 88.9 mm OD x 19.8 kg/m (3.1/2" OD x 13.3 lbs/ft) Grade `G-105' Internal External upset, seamless drill pipe with 88.9 mm (3.1/2") API IF RH pin x box connection having 120.65 mm (4.3/4") OD x 65.08mm (2.9/16") ID, 18 degree tapered shoulder flash weld/friction welded tool joints. Tool joints with hard facing & copper plated or phosphatized threads. Internally coated all along the pipe length. Length of each joint of drill pipe is in the range of 9.14 m to 9.44 m (30-31 ft).

(e) 73.03 mm OD x 15.50 Kg/m (2.7/8# OD x 10.4 lbs/ft.) API Grade `E-75', External Upset, seamless drill pipes with 73.03 mm (2.7/8") API SLH-90 RH pin down & box up connection having 98.43 mm (3.7/8") OD x 54.77 mm (2.5/32") ID, square shoulder (90 degree) flash/friction welded tool joints having copper plated or phosphatized threads. Internally coated all along the pipe length. Length of each joint of drill pipe is in the range of 9.14 m to 9.44 m (30-31 ft).

(f) 60.325 mm OD x 9.89 Kg/m (2.3/8# OD x 6.65 lbs/ft.) API Grade `G-105', External Upset, seamless drill pipes with 73.03 mm (2.3/8") 2.3/8 IF API pin down & box up connection having 85.725 mm (3.3/8") TOOL JOINT OD X 60.325mm (2.3/8") BODY OD X 44.75mm (1.3/4 ID) square shoulder (90 degree) flash/friction welded tool joints having copper plated or phosphatized threads. Internally coated all along the pipe length. Length of each joint of drill pipe is in the range of 9.14 m to 9.44 m (30-31 ft).

## **2.2 HEAVY WEIGHT DRILL PIPES**

(a) Heavy weight or thick wall drill pipe (Non-Integral type, i.e. tool joints & central upset attached by friction welding) made from AISI 4145 H high purity steel fully heat treated to 285-340 BHN, and friction welded central part made from AISI 1340 steel, with following specifications.

PIPE BODY: 5" (127 mm) OD, 3" (76.2 mm) ID

Weight (including tool joints): 49.3 Lbs /ft (73.5 kg / m)

Overall length (Including tool joints): 31 ft (9.45 m) ± 6# (152.4 mm)

TOOL JOINTS (BOX UP x PIN DOWN): 6.1/2" (165.1 mm) or 6.5/8# (168.275 mm) OD x 3" (76.2 mm) ID

Box length: 21" (533.4 mm) minimum

Pin length: 27" (685.8 mm) minimum

Connection: 4.1/2" (114.3 mm) API IF RH (NC-50)

Box Tool joint type: 18 Degree Taper shoulder

Cold rolled & phosphatized threads.

CENTRAL UPSET: 5.1/2" (139.7 mm) OD x 24" (609.6 mm) long

HARD BANDING: One 4" wear pad on both pin & box, One 1" pad on taper section of box, Two 3" wear pads on central upsets (at both ends). Hard bending completely flush on both tool joints and 1/8" oversize on central upset.

INTERNAL COATING: Internally coated full length.

(b) Heavy weight or thick wall drill pipe (Non-Integral type, i.e. tool joints & central upset attached by friction welding) made from AISI 4145 H high purity steel fully heat treated to 285-340 BHN, and friction welded central part made from AISI 1340 steel, having following specification:

PIPE BODY: 3.1/2" (88.9 mm) OD x 2.1/16" (52.387 mm) ID

Weight (including tool joints): 25.3 Lbs /ft (37.7 kg / m)

Overall length (Including tool joints): 31 ft (9.45 m) ± 6# (152.4 mm)

TOOL JOINTS (BOX UP x PIN DOWN): 4.3/4" (120.6 mm) OD x 2.1/16" (52.387 mm) ID

Box length: 21" (533.4 mm) minimum

Pin length: 27" (685.8 mm) minimum

Connection: 3.1/2" (88.9 mm) API IF RH (NC-38)

Box Tool joint type: 18 Degree Taper shoulder

Cold rolled & phosphatized threads.

CENTRAL UPSET: 4" (101.6 mm) OD x 24" (609.6 mm) long

HARD BANDING: One 4" wear pad on both pin & box, One 1" pad on taper section of box, Two 3" wear pads on central upsets (at both ends). Hard bending completely flush on both tool joints and 1/8" oversize on central upset.

INTERNAL COATING: Internally coated full length.

### **2.3 DRIL COLLARS**

a) 241.3 mm (9.1/2#) OD, 76.2 mm (3#) ID x 9.45 metre (31 ft.) long Spiral grooved drill collar with 193.675 mm (7.5/8#) API Reg. (RH) box up x pin down connections having slip recess of 228.6 mm (9#) OD x 533.4 mm (21#) long beginning 1066.8 mm (42#) from box end.

b) 203.2 mm (8#) OD, 71.44 mm (2.13/16#) ID x 9.45 metre (31 ft.) long Spiral grooved drill collar with 168.275 mm (6.5/8#) API Reg. (RH) box up x pin down connections having slip recess of 190.5 mm (7.1/2#) OD x 533.4 mm (21#) long beginning 1066.8 mm (42#) from box end.

c) 165.1 mm (6.1/2#) OD, 71.44 mm (2.13/16#) ID x 9.45 metre (31 ft.) long spiral grooved drill collar with 101.6 mm (4#) API IF (RH) i.e. NC-46 box up and pin down connections having slip recess of 152.4 mm (6#) OD x 533.40 mm (21#) long beginning 1066.8 mm (42#) from box end.

d) 88.9 mm (3.1/2#) OD, 38.1 mm or 39.687 mm (1.1/2# or 1.9/16#) ID x 9.14-9.45 metre (30-31 ft.) long spiral grooved drill collar with 60.33 mm (2.3/8#) API IF (RH) i.e. NC-26 box up and pin down connections having slip recess of 79.38 mm (3.1/8#) OD x 533.4 mm (21#) long beginning 711.2 mm (28#) from box end.

e) 241.3 mm (9.1/2#) OD, 76.2 mm (3#) ID x 9.14 metre (30 ft) long NON-MAGNETIC drill collar, Slick type, having (7.5/8#) API Reg. (RH) box up and pin down connections, manufactured from Chrome Manganese, Low Carbon Austenitic Alloy Steel or Austenitic Nitrogen strengthened Low Carbon Stainless Steel having Low Magnetic Permeability (Max: 1.010; Avg.: 1.005) and Magnetic Field Gradient (hot spots): (Max: 0.05 micro Tesla/100 mm).

f) 203.2 mm (8#) OD, 71.44 mm (2.13/16#) ID x 9.14 metre (30 ft.) long NON-MAGNETIC drill collar, Slick type, with 168.275 mm (6.5/8#) API Reg. (RH) box up x pin

down connections having slip recess of 190.5 mm (7.1/2#) OD x 533.4 mm (21#) long beginning 1066.8 mm (42#) from box end, manufactured from Chrome Manganese, Low Carbon Austenitic Alloy Steel or Austenitic Nitrogen strengthened Low Carbon Stainless Steel having Low Magnetic Permeability (Max: 1.010; Avg.: 1.005) and Magnetic Field Gradient (hot spots): (Max: 0.05 micro Tesla/100 mm).

g) 165.1 mm (6.1/2#) OD, 71.44 mm (2.13/16#) ID x 9.14 metre (30 ft) long NON-MAGNETIC drill collar, Slick type, having 101.6 mm (4#) API IF (RH) i.e. NC-46 box up and pin down connections with having slip recess of 152.4 mm (6#) OD x 533.4 mm (21#) long beginning 1066.8 mm (42#) from box end, manufactured from Chrome Manganese, Low Carbon Austenitic Alloy Steel or Austenitic Nitrogen strengthened Low Carbon Stainless Steel having Low Magnetic Permeability (Max: 1.010; Avg.: 1.005) and Magnetic Field Gradient (hot spots): (Max: 0.05 micro Tesla/100 mm).

Note: The lifting plug of the drill collars (except hand tightened) to be opened by OIL.

## **2.4 KELLY (Hexagonal & Square)**

a) 152.4 mm (6") Hexagonal Kelly with 12.19 m (40 ft.) overall length & 11.28 m (37 ft.) length of drive section, manufactured from AISI 4145 H API modified alloy steel having Brinell hardness: 285-341 and with the following specification:

Width across flats: 6" (152.4 mm)

Width across corners: 6.812" (173.02 mm)

Inside diameter: 3.1/2" (88.90 mm)

Upper upset: 7.3/4" (196.85 mm) OD x 16" (406.4 mm) length with 6.5/8 API Reg. LH Box-up connection.

Lower upset: 7" (177.80 mm) OD x 20" (508 mm) length with NC-50 (4.1/2 API IF) RH Pin-down connection.

b) 133.4 mm (5.1/4") Hexagonal Kelly with 12.19 m (40 ft.) overall length & 11.28 m (37 ft.) length of drive section, manufactured from AISI 4145 H API modified alloy steel having Brinell hardness: 285-341 and with the following specification:

Width across flats: 5.1/4" (133.4 mm)

Width across corners: 5.9" (149.86 mm)

Inside diameter: 2.13/16" (71.44 mm)

Upper upset: 7.3/4" (196.85 mm) OD x 16" (406.4 mm) length with 6.5/8" API Reg. LH Box-up connection.

Lower upset: 6.3/8" (161.92 mm) OD x 20" (508 mm) length with NC-50 (4.1/2" API IF) RH Pin-down connection.

c) 108 mm (4.1/4") Square Kelly with 12.19 m (40 ft.) overall length & 11.28 m (37 ft.) length of drive section, manufactured from AISI 4145 H API modified alloy steel having Brinell hardness: 285-341 and with the following specification:

Width across flats: 4.1/4" (107.95 mm)

Width across corners: 5.5" (139.7 mm)

Inside diameter: 2.13/16" (71.44 mm)

Upper upset: 5.3/4" (146 mm) OD x 16" (406.4 mm) length with 4.1/2 API Reg. LH Box-up connection.

Lower upset: 6.1/4" (158.8 mm) OD x 20" (508 mm) length with NC-46 (4 API IF) RH Pin-down connection.

d) 63.5 mm (2.1/2") Square Kelly with 12.19 m (40 ft.) overall length & 11.28 m (37 ft.) length of drive section, manufactured from AISI 4145 H API modified alloy steel having Brinell hardness: 285-341 and with the following specification:

Width across flats: 2.1/2" (63.5 mm)

Width across corners: 3.25" (82.55 mm)

Inside diameter: 1.1/4" (31.75 mm)

Upper upset: 5.3/4" (146 mm) OD x 16" (406.4 mm) length with 4.1/2 API Reg. LH Box-up connection.

Lower upset: 4.1/8" (104.77 mm) OD x 20" (508 mm) length with 2.7/8# (73.02mm) API IF RH Pin-down connection.

**2.5** a) Full Body Inspection of 4.1/2" OD x 15.1 PPF Wash over pipe Internal body full length and Thread inspection of the above wash over pipes

b) Full Body Inspection of 7.5/8" OD x 33.7 PPF Wash over pipe Internal body full length and Thread inspection of the above wash over pipes

### **3.0 BROAD SPECIFICATIONS OF OTHER DRILLING EQUIPMENTS TO BE NDT INSPECTED**

#### **3.1 SUBS (Rotary Substitutes)**

Subs of various sizes & styles with outside diameter ranging from 2.7/8# (73.025 mm) to 10# (254 mm) & conforming to following types:

- a) API Type A Rotary Subs (Double-Box or Double-Pin or Box-Pin Type)
- b) API Type B Rotary Subs (Double-Box or Double-Pin or Box-Pin Type)
- c) API Type C Rotary Subs (Double-Box or Double-Pin Type)
- d) BHO (bottom hole orientation) sub
- e) Bent Sub

#### **3.2 STABILIZERS**

Integral body or Replaceable Sleeve Type Stabilizers of various sizes & styles for use in 26#, 17.1/2#, 12.1/4#, 8.1/2# & 6# Holes.

#### **3.3 PUP-JOINTS**

127 mm (5#) OD drill pipe pup joints of various grades with overall length ranging from 5 ft. to 15 ft. (1.52 m to 4.572 m) including tool joints.

#### **3.4 ELEVATORS**

Elevators (for handling tubulars) of different capacities & of following sizes:

- a) 2.7/8# Drill Pipe Elevator
- b) 3.1/2# Drill Pipe Elevator
- c) 4.1/2# Drill Pipe Elevator
- d) 5# Drill Pipe Elevator
- e) 3.1/2# Drill Collar Elevator

- f) 4.5/8# or 4.3/4# Drill Collar Elevator
- g) 6.1/2# Drill Collar Elevator
- h) 8# Drill Collar Elevator
- i) 9.1/2# Drill Collar Elevator
- j) 4.1/2# Side Door Elevator
- k) 5# Side Door Elevator
- l) 5.1/2# Side Door Elevator
- m) 7# Side Door Elevator
- n) 9.5/8# Side Door Elevator
- o) 13.3/8# Side Door Elevator
- p) 20# Side Door Elevator
- q) 5# Single Joint Elevator
- r) 5.1/2# Single Joint Elevator
- s) 7# Single Joint Elevator
- t) 9.5/8# Single Joint Elevator
- u) 13.3/8# Single Joint Elevator
- v) 20# Single Joint Elevator
- w) 2.7/8# Tubing Elevator
- x) 350 Ton Heavy Duty Spider Slip & Elevator for handling casings
- y) 500 Ton Heavy Duty Spider Slip & Elevator for handling casings

Note: For NDT of all sizes and capacity of the elevators hinge pins are not required to be opened up for Inspection.

### 3.5 HAND SLIPS

Hand Slips (for handling tubulars) of different capacities & of following sizes:

- a) 2.7/8# Drill Pipe Slip
- b) 3.1/2# Drill Pipe Slip
- c) 4.1/2# Drill Pipe Slip
- d) 5# Drill Pipe Slip
- e) 3.1/2# Drill Collar Slip
- f) 4.5/8# Drill Collar Slip
- g) 6.1/2# Drill Collar Slip
- h) 7.3/4#/8# Drill Collar Slip
- i) 9.1/2# Drill Collar Slip
- j) 5.1/2# Casing Slip
- k) 7# Casing Slip
- l) 9.5/8# Casing Slip
- m) 10.3/4# Casing Slip
- n) 13.3/8# Casing Slip
- o) 20# Casing Slip
- p) 2.7/8# Tubing Slip
- q) 50/100 Ton Tubing Spider for 2.7/8# Tubing

### 3.6 ROTARY TONGS

Pair of rotary tongs complete with hanger, lever & various jaws (for handling tubulars) of different capacities & of following sizes:

- a) 25000 Ft-lbs. rated for handling 13.3/8# to 21.1/2# tubulars
- b) 35000 Ft-lbs. rated for handling 2.3/8# to 5.1/4# tubulars
- c) 65000 Ft-lbs. rated for handling 3.1/2# to 17# tubulars
- d) 100000 Ft-lbs. rated for handling 4# to 17# tubulars

### 3.7 ELEVATOR LINKS

Pair of weld less elevator links of different capacities & sizes as indicated below:

- a) 44.45 mm (1.3/4#) x 1524 mm (60#) x 150 Ton
- b) 44.45 mm (1.3/4#) x 1828.8 mm (72#) x 150 Ton
- c) 57.15 mm (2.1/4#) x 2438.4 mm (96#) x 250 Ton
- d) 69.85 mm (2.3/4#) x 3048 mm (120#) x 350 Ton
- e) 69.85 mm (2.3/4#) x 3352.8 mm (132#) x 350 Ton
- f) 88.9 mm (3.1/2#) x 3048 mm (120#) x 500 Ton
- g) 88.9 mm (3.1/2#) x 3352.8 mm (132#) x 500 Ton

3.8 a) Visual and optical inspection of body and ring grooves of different sizes drilling and adaptor spools.

b) Refacing of ring groove joints of different sizes drilling and adaptor spools.

### 3.9 Hydro Mechanical Jars

a) Thread inspection with API Gauges of 203.2 mm (8") OD Hydro - Mechanical Drilling Jar

b) Thread inspection with API Gauges of 158.75 mm (6.1/4") OD Hydro Mechanical Drilling Jar

c) Full NDT inspection in case of dismantle condition jars of Hydro Mechanical

## **SECTION-III**

### **SPECIAL TERMS AND CONDITIONS**

#### **1.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

1.1 Company may depute more than one representative/engineer to act on its behalf for overall co-ordination and operational management as site, Company's representative shall have the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor, monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

1.2 There shall be free access to all the equipment of the Contractor during operations and idle time by Company's representatives for the purpose of observing / inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the contract.



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

**SUB: SAFETY MEASURES**

**Description of service:**

HIRING OF SERVICES FOR NDT INSPECTION OF TUBULARS AND DRILLING HANDLING TOOLS.

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

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

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

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the

person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

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

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

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

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

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

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

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

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

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer /Engineer/Official/Supervisor/Junior Engineer for safe operation.

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

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

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

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

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

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

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

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

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

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

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

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

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

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

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

(Seal)

Yours Faithfully

Date \_\_\_\_\_

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

FOR & ON BEHALF OF CONTRACTOR

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring of services for NDT Inspection of Tubulars and Drilling Handling tools**. 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 Organisation "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 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder/Contractor**

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender

process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

### **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 06 months and maximum of 03 years.

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

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

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

#### **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 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

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 03 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 Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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 idders/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 (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
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 06 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.
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.

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**For the Principal**

-----  
**For the Bidder/Contractor**

**Place. Duliajan.**

**Witness 1: .....**

**Date. \_\_\_\_\_**

**Witness 2: .....**

**BID FORM**

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

**Sub: IFB No. CDO6347P18**

*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 of \_\_\_\_\_ **“NOT TO BE QUOTED HERE”** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of contract value 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 \_\_\_\_\_ 2017.

**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:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**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. CDO6347P18**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO6347P18** for **Hiring of services for NDT Inspection of Tubulars and Drilling Handling tools.**

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. CDO6347P18**

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. **CDO6347P18** for **Hiring of services for NDT Inspection of Tubulars and Drilling Handling tools** 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.

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

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

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*\_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

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

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

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.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

**[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**  
**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 (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

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

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

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER</b> In INR	<b>NET WORTH</b> In INR

Place:

Date:

Seal:

Membership Number :

Signature

Registration No. :

**Enclosure-B**

**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To,

Oil India Limited

\_\_\_\_\_

\_\_\_\_\_

India

Dear Sirs,

**1.** In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

**2.** We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

**3.** The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

**4.** The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**5.** The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

**6.** This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

**7.** The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

**8.** The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

**9.** Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee).

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

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

WITNESS NO.1

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

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(in legible letters)  
With Bank

WITNESS NO.2

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

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
Duliajan, Assam

DESCRIPTION OF WORK/SERVICE: Hiring of services for NDT Inspection of Tubulars and Drilling Handling tools.

**PRICE BID FORMAT E-TENDER NO. CDO6347P18**

<u>NAME OF BIDDER</u>								
<u>Bidder's GST No.</u>								
<u>SAC/HSN Code</u>								
<u>Select the benefit sought under the Policy ( Use Drop Down List )</u>								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop Down List)	Amount (Rs.) Excluding GST	Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+(D * C%)
10	Visual & Optical Inspection., 5" Gr-G D/P body	JT	5,000				0.00	0.00
20	Vis. & Opt. Ins., Pin & Box threads, 5"Gr-G D/P	JT	5,000				0.00	0.00
30	Tool Joints Measurement, 5" Gr-G D/P	JT	5,000				0.00	0.00
40	Thread Ins. with API gauges, 5" Gr-G D/P	JT	5,000				0.00	0.00
50	MPI, Pin & Box threads, 5" Gr-G D/P	JT	5,000				0.00	0.00
60	Full length internal inspection, 5" Gr-G D/P	JT	5,000				0.00	0.00
70	Shoulder re-facing, Box end, 5" Gr-G D/P	JT	5,000				0.00	0.00
80	Shoulder re-facing, Pin end, 5" Gr-G D/P	JT	5,000				0.00	0.00
90	Straightening of pipe body, 5" Gr-G D/P	JT	5,000				0.00	0.00
100	Visual & Optical Ins., 5" Gr-S D/P body	JT	850				0.00	0.00
110	Vis. & Opt. Ins., Pin & Box threads, 5" Gr-S D/ P	JT	850				0.00	0.00
120	Tool Joints Measurement, 5" Gr-S D/P	JT	850				0.00	0.00
130	Thread Ins. With API gauges, 5" Gr-S D/P	JT	850				0.00	0.00
140	MPI, Pin & Box threads, 5" Gr-S D/P	JT	850				0.00	0.00
150	Measurement of Wall Thickness by UT, 5" Gr-S body	JT	850				0.00	0.00
160	MPI, full length pipe body, 5" Gr-S D/P	JT	850				0.00	0.00
170	Full length internal inspection, 5" Gr-S D/P	JT	850				0.00	0.00
180	Shoulder re-facing, Box end, 5" Gr-S D/P	JT	850				0.00	0.00
190	Shoulder re-facing, Pin end, 5" Gr-S D/P	JT	850				0.00	0.00

200	Straightening of pipe body, 5" Gr-S D/P	JT	850				0.00	0.00
210	Visual & Optical Inspection, 4.1/2" OD D/P	JT	500				0.00	0.00
220	Vis. & Opt. Ins., Pin & Box threads, 4.1/2" OD	JT	500				0.00	0.00
230	Tool Joints Measurement, 4.1/2" OD D/P	JT	500				0.00	0.00
240	Thread Ins. With API gauges, 4.1/2" OD D/P	JT	500				0.00	0.00
250	MPI, Pin & Box threads, 4.1/2" OD D/P	JT	500				0.00	0.00
260	Measurement of Wall Thickness by UT, 4.1/2" D/P body	JT	500				0.00	0.00
270	MPI, full length pipe body, 4.1/2" D/P	JT	500				0.00	0.00
280	Full length internal inspection, 4.1/2 OD D/P	JT	500				0.00	0.00
290	Shoulder re-facing, Box end, 4.1/2" D/P	JT	500				0.00	0.00
300	Shoulder re-facing, Pin end, 4.1/2" D/P	JT	500				0.00	0.00
310	Straightening of pipe body, 4.1/2" D/P	JT	500				0.00	0.00
320	Visual & Optical Inspection, 3.1/2" OD D/P	JT	600				0.00	0.00
330	Vis. & Opt. Ins., Pin & Box threads, 3.1/2" D/P	JT	600				0.00	0.00
340	Tool Joints Measurement, 3.1/2" OD D/P	JT	1,000				0.00	0.00
350	Thread Ins. With API gauges, 3.1/2" OD D/P	JT	1,000				0.00	0.00
360	MPI, Pin & Box threads, 3.1/2" OD D/P	JT	1,000				0.00	0.00
370	Full length internal inspection, 3.1/2" OD D/P	JT	1,000				0.00	0.00
380	Measurement of Wall Thickness by UT, 3.1/2" D/P body	JT	1,000				0.00	0.00
390	Shoulder re-facing, Box end, 3.1/2" D/P	JT	1,000				0.00	0.00
400	Shoulder re-facing, Pin end, 3.1/2" D/P	JT	1,000				0.00	0.00
410	Straightening of pipe body, 3.1/2" D/P	JT	1,000				0.00	0.00
420	Straightening of pipe body of 3.1/2" OD	JT	1,000				0.00	0.00
430	Vis. & Opt. Ins., Pin & Box threads, 2.7/8" D/P	JT	1,000				0.00	0.00
440	Tool Joints Measurement, 2.7/8" OD D/P	JT	1,000				0.00	0.00
450	Thread Ins. With API gauges, 2.7/8" OD D/P	JT	1,000				0.00	0.00
460	MPI, Pin & Box threads, 2.7/8" OD D/P	JT	1,000				0.00	0.00
470	Measurement of Wall Thickness by UT, 2.7/8" D/P body	JT	1,000				0.00	0.00
480	MPI, full length pipe body, 2.7/8" D/P	JT	1,000				0.00	0.00
490	Full length internal inspection, 2.7/8" OD D/P	JT	1,000				0.00	0.00
500	Shoulder re-facing, Box end, 2.7/8" D/P	EA	1,000				0.00	0.00
510	Shoulder re-facing, Pin end, 2.7/8" D/P	EA	1,000				0.00	0.00
520	Straightening of pipe body, 2.7/8" D/P	JT	1,000				0.00	0.00
530	Visual & Optical Inspection, D/P Short Joint any Grade	JT	110				0.00	0.00
540	Vis. & Opt. Inspection, D/P Short Joint any Grade	JT	110				0.00	0.00
550	Tool Joint Measurement, D/P Short Joint any Grade	JT	110				0.00	0.00
560	Thread Ins. With API gauges, D/P Short Joint any Grade	JT	110				0.00	0.00

570	MPI, Pin & Box threads, D/P Short Joint any Grade	JT	110				0.00	0.00
580	Full length internal inspection, D/P Short Joint any Grade	JT	110				0.00	0.00
590	Shoulder re-facing, Box end, D/P Short Joint any Grade	JT	110				0.00	0.00
600	Shoulder re-facing, Pin end, D/P Short Joint any Grade	JT	110				0.00	0.00
610	Straightening of pipe body, D/P Short Joint any Grade	JT	110				0.00	0.00
620	Visual & Optical Inspection, 5" OD HWDP body	JT	500				0.00	0.00
630	Vis. & Opt. Inspection, Pin & Box threads, 5" OD HWDP	JT	500				0.00	0.00
640	Tool Joints Measurement, 5" OD HWDP	JT	500				0.00	0.00
650	Thread Inspection with API gauges, 5" HWDP	JT	500				0.00	0.00
660	MPI of Pin & Box threads, 5" OD HWDP	JT	500				0.00	0.00
670	MPI of full length pipe body, 5" OD HWDP	JT	500				0.00	0.00
680	Full length internal inspection, 5" OD HWDP	JT	500				0.00	0.00
690	Shoulder re-facing, Box end, 5" OD HWDP	EA	500				0.00	0.00
700	Shoulder re-facing, Pin end, 5" OD HWDP	EA	500				0.00	0.00
710	Straightening of pipe body, 5" OD HWDP	JT	500				0.00	0.00
720	Visual & Optical Inspection, 3.1/2" HWDP body	JT	500				0.00	0.00
730	Vis. & Opt. Inspection, Pin & Box threads, 3.1/2" HWDP	JT	50				0.00	0.00
740	Tool Joint Measurement, 3.1/2" OD HWDP	JT	50				0.00	0.00
750	Tool Joint Measurement, 3.1/2" OD HWDP	JT	50				0.00	0.00
760	Thread Ins., with API gauges, 3.1/2" HWDP	JT	50				0.00	0.00
770	MPI of Pin & Box threads, 3.1/2" HWDP	JT	50				0.00	0.00
780	MPI of full length pipe body, 3.1/2" HWDP	JT	50				0.00	0.00
790	Full length internal inspection, 3.1/2" HWDP	JT	50				0.00	0.00
800	Shoulder re-facing, Box end, 3.1/2" HWDP	EA	50				0.00	0.00
810	Shoulder re-facing, Pin end, 3.1/2" HWDP	EA	50				0.00	0.00
820	Straightening of pipe body, 3.1/2" HWDP	EA	50				0.00	0.00
830	Visual & Optical Inspection, 9.1/2" D/C body,	JT	35				0.00	0.00
840	Visual & Opt. Inspection, 9.1/2" D/C tool joint,	JT	35				0.00	0.00
850	Measurement of OD & ID, 9.1/2" D/C	JT	35				0.00	0.00
860	Thread Insp. With API gauges, 9.1/2" D/C	JT	35				0.00	0.00
870	MPI of Pin & Box threads, 9.1/2" D/C	JT	35				0.00	0.00
880	MPI, full length pipe body, 9.1/2" D/C	JT	35				0.00	0.00
890	Full length internal inspection, 9.1/2" D/C	JT	35				0.00	0.00
900	Shoulder re-facing, 9.1/2" D/C Box end	EA	35				0.00	0.00
910	Shoulder re-facing, 9.1/2" D/C Pin end	EA	35				0.00	0.00
920	Visual & Opt. Inspection, 8" D/C pipe body	JT	65				0.00	0.00
930	Visual & Opt. Inspection, 8" D/C tool joint	JT	65				0.00	0.00

940	Measurement of OD & ID, 8" OD D/C	JT	65				0.00	0.00
950	Thread Insp. With API gauges, 8" D/C	JT	65				0.00	0.00
960	MPI, Pin & Box threads, 8" OD D/C	JT	65				0.00	0.00
970	MPI, full length pipe body, 8" OD D/C	JT	65				0.00	0.00
980	Full length interior inspectiojn, 8" OD D/C	JT	65				0.00	0.00
990	Shoulder re-facing, Box end, 8" D/C	EA	65				0.00	0.00
1000	Shoulder re-facing, Pin end, 8" D/C	EA	65				0.00	0.00
1010	Visual & Opt. Inspection, body, 6.1/2" D/C	JT	160				0.00	0.00
1020	Visual & Opt. Ins., 6.1/2" DC tool joints.	JT	160				0.00	0.00
1030	Measurement of OD & ID, 6.1/2" DC	JT	160				0.00	0.00
1040	Threrad Inspection with API gauges, 6.1/2" DC	JT	160				0.00	0.00
1050	MPI, Pin & Box threads, 6.1/2" D/C	JT	160				0.00	0.00
1060	MPI, full length pipe body, 6.1/2"DC	JT	160				0.00	0.00
1070	Full length internal inspection, 6.1/2" D/C	JT	160				0.00	0.00
1080	Box Shoulder re-facing, 6.1/2" DC	EA	160				0.00	0.00
1090	Pin Shoulder re-facing, 6.1/2" DC	EA	160				0.00	0.00
1100	Visual & Opt. Insp., body, 4.3/4" D/C	JT	30				0.00	0.00
1110	Visual & Opt. Ins., 4.3/4" D/C tool joints	JT	30				0.00	0.00
1120	Measurement of OD & ID, 4.3/4" D/C	JT	30				0.00	0.00
1130	Thread Inspection with API gauges, 4.3/4" D/C	JT	30				0.00	0.00
1140	MPI, Pin & Box threads, 4.3/4" D/C	JT	30				0.00	0.00
1150	MPI, full length pipe body, 4.3/4" D/C	JT	30				0.00	0.00
1160	Full length internal inspection, 4.3/4" D/C	JT	30				0.00	0.00
1170	Box Shoulder re-facing, 4.3/4" D/C	JT	30				0.00	0.00
1180	Pin Shoulder re-facing, 4.3/4" D/C	JT	30				0.00	0.00
1190	Visual & Opt. Inspection, body,3.1/2" DC	JT	50				0.00	0.00
1200	Visual & Opt. Inspection, 3.1/2" DC tool joints	JT	50				0.00	0.00
1210	Measurement of OD & ID, 3.1/2" DC	JT	50				0.00	0.00
1220	Thread Inspection with API gauges, 3.1/2 DC	JT	50				0.00	0.00
1230	MPI, Pin & Box threads, 3.1/2 D/C	JT	50				0.00	0.00
1240	MPI, full length pipe body, 3.1/2 DC	JT	50				0.00	0.00
1250	Full length internal Inspection, 3.1/2 D/C	JT	50				0.00	0.00
1260	Box Shoulder re-facing, 3.1/2 DC	EA	50				0.00	0.00
1270	Pin Shoulder re-facing, 3.1/2 DC	EA	50				0.00	0.00
1280	Vis. & Opt. Inspection, 9.1/2 NMDC pipe body	JT	15				0.00	0.00
1290	Vis. & Opt. Inspection, 9.1/2 NMDC tool jts	JT	15				0.00	0.00
1300	Measurement of OD & ID, 9.1/2 NMDC	JT	15				0.00	0.00

1310	Thread Inspection with API gauges, 9.1/2 NMDC	JT	15				0.00	0.00
1320	LPT, Pin & Box threads, 9.1/2 NMDC	JT	15				0.00	0.00
1330	LPT, full length pipe body, 9.1/2 NMDC	JT	15				0.00	0.00
1340	Full length internal Inspection, 9.1/2 NMDC	JT	15				0.00	0.00
1350	Shoulder re-facing, Box, 9.1/2 NMDC	JT	15				0.00	0.00
1360	Shoulder re-facing, Pin, 9.1/2 NMDC	JT	15				0.00	0.00
1370	Visual & Opt. Inspection, 8 NMDC pipe body	JT	25				0.00	0.00
1380	Visual & Opt. Ins., 8 NMDC tool joints	JT	25				0.00	0.00
1390	Measurement of OD & ID, 8 NMDC	JT	25				0.00	0.00
1400	Thread Inspection with API gauges, 8 NMDC	JT	25				0.00	0.00
1410	LPT, Pin & Box threads, 8 NMDC	JT	25				0.00	0.00
1420	LPT, full length pipe body, 8 NMDC	JT	25				0.00	0.00
1430	Full length internal inspection, 8 NMDC	JT	25				0.00	0.00
1440	Shoulder re-facing, Box end, 8 NMDC	EA	25				0.00	0.00
1450	Shoulder re-facing, Pin end, 8 NMDC	EA	25				0.00	0.00
1460	Vis. & Opt. Inspection, pipe body, 6.1/2 NMDC	JT	25				0.00	0.00
1470	Vis. & Optical Ins., 6.1/2 NMD tool joints	JT	25				0.00	0.00
1480	Measurement of OD & ID, 6.1/2 NMDC	JT	25				0.00	0.00
1490	Thread Inspection with API gauges, 6.1/2 NMDC	JT	25				0.00	0.00
1500	LPT, Pin & Box threads, 6.1/2 NMDC	JT	25				0.00	0.00
1510	LPT, full length pipe body, 6.1/2 NMDC	JT	25				0.00	0.00
1520	Full length internal inspection, 6.1/2 NMDC	JT	25				0.00	0.00
1530	Shoulder re-facing, Box, 6.1/2 NMDC	EA	25				0.00	0.00
1540	Shoulder re-facing, Pin, 6.1/2 NMDC	EA	25				0.00	0.00
1550	Vis. & Opt. Inspection full length, 6" Hex Kelly	EA	6				0.00	0.00
1560	Vis. & Opt. Inspection tool joints, 6" Hex Kelly	EA	6				0.00	0.00
1570	Measurement of OD & ID, 6" Hex Kelly	EA	6				0.00	0.00
1580	Measurement of Drive Secection wear, 6"Hexgonal Kelly	EA	6				0.00	0.00
1590	Thread Inspection with API gauges, 6" Hex Kelly	EA	6				0.00	0.00
1600	MPI, Pin & Box threads, 6" Hex Kelly	EA	6				0.00	0.00
1610	MPI, body, full length, 6" Hex Kelly	EA	6				0.00	0.00
1620	Full length interior ins., 6" Hex Kelly	EA	6				0.00	0.00
1630	Shoulder re-facing, Box, 6" Hex Kelly	EA	6				0.00	0.00
1640	Straightening of 6" Hexagonal Kelly	EA	6				0.00	0.00
1650	Vis & Opt. Ins., full length, 5.1/4 Hex kelly	EA	10				0.00	0.00
1660	Vis. & Opt. Ins., 5.1/4" Hex Kelly tool jts,	EA	10				0.00	0.00
1670	Measurement, OD & ID, 5.1/4 Hex Kelly	EA	10				0.00	0.00

1680	Measurement of Drive Section wear, 5.1/4" Hex kelly	EA	10				0.00	0.00
1690	Thread Inspection with API gauges, 5.1/4" Hex Kelly	EA	10				0.00	0.00
1700	MPI, Pin & Box threads, 5.1/4" Hex Kelly	EA	10				0.00	0.00
1710	MPI, body, full length, 5.1/4" Hex Kelly	EA	10				0.00	0.00
1720	Full length internal inspection, 5.1/4" Hex Kelly	EA	10				0.00	0.00
1730	Shoulder re-facing, Box end, 5.1/4" Hex Kelly	EA	10				0.00	0.00
1740	Shoulder re-facing, Pin end, 5.1/4" Hex Kelly	EA	10				0.00	0.00
1750	Straightening of 5.1/4" Hexagonal Kelly	EA	10				0.00	0.00
1760	Vis & Opt. Inspection, full length, 4.1/4" Sq. Kelly	EA	2				0.00	0.00
1770	Vis. & Opt. Ins., 4.1/4" Sq.Kelly tool joints	EA	2				0.00	0.00
1780	Measurement, OD & ID, 4.1/4" Sq. kelly	EA	2				0.00	0.00
1790	Measurement of Drive Section wear, 4.1/4" Sq. Kelly	EA	2				0.00	0.00
1800	Thread Inspection with API gauges, 4.1/4 Sq. Kelly	EA	2				0.00	0.00
1810	MPI, Pin & Box threads, 4.1/4" Sq. Kelly	EA	2				0.00	0.00
1820	MPI, body, full length, 4.1/4"n Sq. Kelly	EA	2				0.00	0.00
1830	Full length interior inspection, 4.1/4" Sq. Kelly	EA	2				0.00	0.00
1840	Shoulder re-facing, Box end, 4.1/4" Sq. Kelly	EA	2				0.00	0.00
1850	Shoulder re-facing, Pin end, 4.1/4" Sq. Kelly	EA	2				0.00	0.00
1860	Straightening of 4.1/4" Square Kelly	EA	2				0.00	0.00
1870	Vis & Optical Ins., full length, 2.1/2 Sq. Kelly	EA	2				0.00	0.00
1880	Vis. & Opt. Ins., 2.1/2 Sq. Kelly tool joints	EA	2				0.00	0.00
1890	Measurement of OD & ID, 2.1/2" Sq. Kelly	EA	2				0.00	0.00
1900	Measurement of Drive Section wear, 2.1/2" Sq. Kelly	EA	2				0.00	0.00
1910	Thread Inspection with API gauges, 2.1/2" Sq. Kelly	EA	2				0.00	0.00
1920	MPI, Pin & Box threads, 2.1/2" Sq. Kelly	EA	2				0.00	0.00
1930	MPI, body, full length, 2.1/2" Sq. Kelly	EA	2				0.00	0.00
1940	Full length internal inspection, 2.1/2" Sq. Kelly	EA	2				0.00	0.00
1950	Shoulder re-facing, Box end, 2.1/2" Sq. Kelly	EA	2				0.00	0.00
1960	shoulder re-facing, Pin end, 2.1/2" Sq. Kelly	EA	2				0.00	0.00
1970	Straightening of 2.1/2 Square Kelly	EA	2				0.00	0.00
1980	Visual & Optical Inspection of body - Subs / Stabilizer	EA	600				0.00	0.00
1990	Visual & Optical Inspection of tool joint - Subs / Stabilizer	EA	600				0.00	0.00
2000	Measurement of OD & ID- Subs / Stabilizer	EA	600				0.00	0.00
2010	Thread Inspection withAPI gauges- Subs / Stabilizer	EA	600				0.00	0.00
2020	MPI, Pin & Box threads - Subs / Stabilizer	EA	600				0.00	0.00
2030	MPI, full length pipe body - Subs / Stabilizer	EA	600				0.00	0.00
2040	Full length internal inspection- Subs / Stabilizer	EA	600				0.00	0.00

2050	Shoulder re-facing, Box & or Pin- Subs / Stabilizer	EA	600				0.00	0.00
2060	Disassembling of elevator for NDT	EA	450				0.00	0.00
2070	Visual & Optical Inspection of elevator	EA	450				0.00	0.00
2080	Measurement of bores- both ends of elevators	EA	450				0.00	0.00
2090	MPI of full body, ears & latch of elevator	EA	450				0.00	0.00
2100	Shoulder re-facing, square shoulder elevator	EA	450				0.00	0.00
2110	Reassembling of elevator after NDT	EA	450				0.00	0.00
2120	Disassembling of spider for NDT	EA	50				0.00	0.00
2130	Visual & Optical Inspection of spider elevator / slip	EA	50				0.00	0.00
2140	MPI of full body of spider elevator/slip	EA	50				0.00	0.00
2150	Reassembling of spider elevator/slip after NDT	EA	50				0.00	0.00
2160	Visual & Optical Inspection of elevator links	PAA	20				0.00	0.00
2170	Measurement of thickness - elevator links	PAA	20				0.00	0.00
2180	Measurement of length elevator links	PAA	20				0.00	0.00
2190	MPI of full body - elevator links	PAA	20				0.00	0.00
2200	Disassembling of slips for NDT	EA	200				0.00	0.00
2210	Visual & Optical Inspection of slips	EA	200				0.00	0.00
2220	Measurement of taper section & dimensions of slips	EA	200				0.00	0.00
2230	Inspection of insert slot of slips	EA	200				0.00	0.00
2240	MPI of full body of slips	EA	200				0.00	0.00
2250	Reassembling of slips after NDT	EA	200				0.00	0.00
2260	Disassembling of tubing spider for NDT	EA	20				0.00	0.00
2270	Visual & Optical Insp. of tubing spider	EA	20				0.00	0.00
2280	Measurement of dimensions & taper section- tubing spider slip	EA	20				0.00	0.00
2290	Inspection of insert slot of tubing spider slip	EA	20				0.00	0.00
2300	MPI, full body of tubing spider slip	EA	20				0.00	0.00
2310	Reassembling of tubing spider slip after NDT	EA	20				0.00	0.00
2320	Disassembling of rotary tong for NDT	EA	80				0.00	0.00
2330	Visual & Optical Inspection of rotary tong	EA	80				0.00	0.00
2340	Inspection of damage or wear of rotary tong	EA	80				0.00	0.00
2350	MPI of full body w/components of rotary tong	EA	80				0.00	0.00
2360	Reassembling of rotary tong after NDT	EA	80				0.00	0.00
2370	Visual & Opt Inspection 2.3/8" G - 105 D/P body	JT	150				0.00	0.00
2380	Tool Joints Measurement - 2.3/8" G-105 D/P	JT	150				0.00	0.00
2390	Thread Inspection with API gauges - 2.3/8" G-105 D/P	JT	150				0.00	0.00
2400	MPI, Pin & Box threads, 2.3/8" G-105 D/P	JT	150				0.00	0.00
2410	Full length interna Inspection, 2.3/8" G-105 D/P	JT	150				0.00	0.00

2420	Shoulder re-facing, Box end - 2.3/8" G105 D/P	JT	150				0.00	0.00
2430	Shoulder re-facing, Pin end - 2.3/8" G-10D/P	JT	150				0.00	0.00
2440	Straightening of Drill pipe body - 2.3/8" G-D/P	JT	150				0.00	0.00
2450	Full body Inspection 7.5/8" OD x 33.7 PPF Wash -Over pipe	JT	20				0.00	0.00
2460	Full length Internal Inspection 7.5/8" Wash -Over pipe	JT	20				0.00	0.00
2470	Thread Inspection with API gauges 7.5/8" Wash -Over pipe	JT	20				0.00	0.00
2480	Full body Inspection 4. 1/2" OD x 15.1 PPF Wash -Over pipe	JT	20				0.00	0.00
2490	Full leng Internal Inspection 4.1/2"x 15.1PPF Wash -Over pipe	EA	20				0.00	0.00
2500	Thread Inspection with API gauges 4.1/2" x 15PPF Wash -Over pipe	EA	20				0.00	0.00
2510	Visual & Optical Inspection Of Drilling Spool (all sizes )	EA	40				0.00	0.00
2520	Re-facing of ring grooves of Drilling Spool (all sizes )	EA	40				0.00	0.00
2530	Thread inspection of 8" Hydro-Mech Drilling jar	EA	3				0.00	0.00
2540	Thread inspection of 6.1/4" Hydro-Mech Drilling jar	EA	4				0.00	0.00
<b>Total (Rs)</b>							0.00	0.00

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

2. 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)

3 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

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

6. Bidder may seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs – Order 2012, Bidder hereby categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.

i. PP-LC

OR

ii. MSE policy.

7. Purchase preference policy-linked with Local Content (PP – LC ) notified vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG shall be applicable in this tender Bidders seeking benefits under Purchase Preference Policy (linked with Local Content) (PP - LC) shall have to comply with all the provisions specified in ITB and shall have to submit all undertakings/documents applicable for this policy.

8. Refer to GCC for detail of GST

9. Refer to SOQ & SCC for Item detail Description

10. Mobilisation Period: **45 (Forty Five) days** from the date of issue of LOA.

**CALCULATION OF LOCAL CONTENT-SERVICES**

Proforma BB(PP-LC)

E-TENDER NO. CDO6347P18

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE				Cost Summary				
				Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LOCAL CONTENT	
			%				Rs./Foreign Currency (To be specified by the service provider)	
				a	b	c=a+b	d = a/c	e = c x d
A	I	Cost component Material used cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	II	Personnel & Consultant cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	III	Other services cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	IV	Total cost (I to III)	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!
B		Taxes and Duties	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
C		Total quoted price	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!

**Note:-**

% LC Service =	$\frac{\text{Total cost (A. IV. c)} - \text{Total imported component cost (A. IV .b)}}{\text{Total Cost (A. IV.c)}} \times 100$
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% LC Service =	$\frac{\text{Total domestic component cost (A. IV a)}}{\text{Total cost (A. IV. c)}} \times 100$
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- |   |
|---|
| <p>1. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.</p> <p>2. Refer to ITB for Detail of PP-LC.</p> |
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**TECHNICAL EVALUATION SHEET FOR BEC  
TENDER NO. CDO6347P18**

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

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.0	<p><b>1.0 BID EVALUATION CRITERIA (BEC)</b></p> <p>The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.</p>			
<b>1.1 FINANCIAL CRITERIA</b>					
2	1.1.1	Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least <b>Rs. 17,90,000.00</b> (Rupees Seventeen Lakhs Ninety Thousand only).			
3	1.1.2	Net worth of the bidder must be Positive for the preceding financial/accounting year.			
4	<b>Note to above Clause 1.1 above</b>	<p>Notes to BEC Clause 1.1 above:</p> <p><b>a.</b> For proof of Annual Turnover &amp; Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p>			

**TECHNICAL EVALUATION SHEET FOR BEC  
TENDER NO. CDO6347P18**

		<p>(i) Audited Balance Sheet along with Profit &amp; Loss account. OR (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in Annexure-X.</p> <p><b>b.</b> Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months 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 2016-17 have actually not been audited so far'.</p> <p><b>c.</b> In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>			
<b>1.2 TECHNICAL CRITERIA</b>					
5	<b>1.2.1</b>	The bidder must have experience of at least 01 (One) SIMILAR work of minimum value of <b>Rs. 29,83,500.00</b> (Rupees Twenty Nine Lakhs Eighty Three Thousand Five Hundred only) under single Contract in previous 07 (Seven) years to be reckoned from the original bid closing date with PSUs/Central/State Govt.			

**TECHNICAL EVALUATION SHEET FOR BEC  
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6	<b>Note to BEC clause 1.2.1</b>	<p><b>Notes to BEC Clause 1.2.1 above:</b></p> <ul style="list-style-type: none"> <li>a. "SIMILAR nature of job" means: "Similar" nature of jobs" means NDT inspection of Tubulars and Drilling Equipment's/substitute/handling tools used in Drilling/Work-over wells".</li> <li>b. Documentary evidence in support of experience must be submitted along with the Un-Priced Techno-Commercial Bid. The documentary evidence must be in the form of copies (self-attested /attested) of <b>Job Completion certificate/Gross Payment Certificate along with contract copy/work order/LOA etc.</b> as applicable showing gross value of job done including nature of job done and time period covering as per the NIT. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.</li> <li>c. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume &amp; value, as stipulated respectively under Clause Nos. 1.2.1 will only be treated as acceptable experience.</li> <li>d. Following work experience will also be taken into consideration:             <ol style="list-style-type: none"> <li>1. If the prospective bidder has executed contract in which similar work is also a component of the contract.</li> <li>2. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.</li> <li>3. 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.</li> </ol> </li> </ul> <p>Proof of work experience against Para d. above, to satisfy a. similar work b. Minimum prescribed Value/Qty c. Prescribed</p>			
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**TECHNICAL EVALUATION SHEET FOR BEC**  
**TENDER NO. CDO6347P18**

		<p>period of 07 years, to be submitted as below:</p> <ol style="list-style-type: none"> <li>1. In case requisite experience is against OIL's Contract: Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.</li> <li>2. In case requisite experience is NOT against OIL's Contract: Bidder must submit the breakup of similar work and its value/quantity executed 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 &amp; Firm Registration Number).</li> </ol> <p><b>e.</b> SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p><b>f.</b> Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover, Net worth and Work experience as mentioned in Para 1.1.1, 1.1.2, 1.2.</p>			
7	<b>1.3</b>	Price bid 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.			
8	<b>1.4</b>	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			
9	<b>1.5</b>	If there is any discrepancy between the unit price and the total price, the unit price will 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 will be adopted for evaluation.			

**TECHNICAL EVALUATION SHEET FOR BEC  
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10	<b>1.6</b>	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.			
11	<b>1.7</b>	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.			
12	<b>1.8</b>	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.			
13	<b>1.9</b>	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
14	<b>1.10</b>	<p><b>1.10 PURCHASE PREFERENCE CLAUSE:</b> Purchase Preference to Micro and Small Enterprises 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:</p> <p><b>1.10.1</b> In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p><b>1.10.2</b> In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p><b>1.10.4 <u>Documentation Required to be submitted by MSEs:</u></b></p> <p>Copy of valid Registration Certificate, if bidder is a Micro or Small</p>			

**TECHNICAL EVALUATION SHEET FOR BEC  
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		Enterprises (MSE) 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.			
15	<b>1.11</b>	<p><b>1.11 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)</b></p> <p><b>1.11.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&amp;NG shall be applicable in this tender. (<a href="http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus">http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus</a>).</b></p> <p><b>1.11.2</b> Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under clause No. 22 of ITB and shall have to submit all undertakings/documents applicable for this policy.</p>			
16	<b>1.12</b>	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).			
17	<b>1.13</b>	<p>OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for</p>			

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		evaluation of bid as per evaluation methodology of tender document.			
18	<b>1.14</b>	Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.			
19	<b>1.15</b>	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.			
20	<b>1.16</b>	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder			
<b>2.0 BID REJECTION CRITERIA (BRC):</b>					
21	<b>2.1</b>	2.1 The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.			
22	<b>2.2</b>	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.			
23	<b>2.3</b>	Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.			
24	<b>2.4</b>	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.			
25	<b>2.5</b>	Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.			
26	<b>2.6</b>	Bids shall be typed or written in indelible ink. The bidder or his			

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		authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
27	<b>2.7</b>	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
28	<b>2.8</b>	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
29	<b>2.9</b>	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.			
30	<b>2.10</b>	<p>Bidder must accept and comply with the following provisions as given in the Tender Document into, failing which offer will be rejected:</p> <ul style="list-style-type: none"> <li><b>(i)</b> Firm price</li> <li><b>(ii)</b> EMD/Bid Bond</li> <li><b>(iii)</b> Period of validity of Bid</li> <li><b>(iv)</b> Price Schedule</li> <li><b>(v)</b> Performance Bank Guarantee/Security deposit</li> <li><b>(vi)</b> Delivery/Completion Schedule</li> <li><b>(vii)</b> Scope of work</li> <li><b>(viii)</b> Guarantee of material/work</li> <li><b>(ix)</b> Liquidated Damages clause</li> <li><b>(x)</b> Tax liabilities</li> <li><b>(xi)</b> Arbitration/Resolution of Dispute Clause</li> <li><b>(xii)</b> Force Majeure</li> <li><b>(xiii)</b> Applicable Laws</li> <li><b>(xiv)</b> Specifications</li> <li><b>(xv)</b> Integrity Pact</li> </ul>			
31	<b>2.11</b>	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.			
32	<b>2.12</b>	Bid received with validity of offer less than 120 (one hundred twenty)			

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		days from the date of Technical Bid opening will be rejected.			
33	<b>2.13</b>	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.			
34		<p><b>3.0 GENERAL:</b></p> <p><b>3.1</b> In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.</p> <p><b>3.2</b> To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p><b>3.3</b> If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.</p> <p><b>3.4</b> Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage</p>			

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		<p>of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit EMD/SD submitted by the bidder. Besides, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.</p> <p><b>3.5</b> Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC &amp; Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p><b>3.6</b> 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.</p> <p><b>3.7</b> The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>			
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