



**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. CDO7190P18 – Hiring of MMC service for Drilling Water Disposal Wells (WDW) for a period of 04 (Four) years.**

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 MMC service for Drilling Water Disposal Wells (WDW) for a period of 04 (Four) years.**' 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.	CDO7190P18
(ii)	Type of Bid	Open E-Tender, Single Stage-Two Bid System
(iii)	Tender Fee	<b>Rs. 2000.00/-</b> (Rupees Two 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	23.02.2018 to 20.03.2018
(v)	Bid Closing Date & Time	27.03.2018 at 11:00 HRS: Server Time
(vi)	Technical Bid Opening Date & Time	27.03.2018 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 Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(x)	Bid Validity	120 days from Original Bid Closing Date.
(xi)	Mobilization Time	45 (Forty Five) days from the date of issue of LOA.
(xii)	Bid Security/EMD Amount	<p><b>Rs. 36,78,350.00</b> (Rupees Thirty Six Lakhs Seventy Eight Thousand Three Hundred Fifty only).</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</b></p>

		<p><b>(Seven)</b> days of bid closing date.</p> <p>Any offer not accompanied with the Bid 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.</p>
(xiii)	Bid Security/EMD Validity	<b>Minimum upto 23.08.2018</b> (Minimum 150 days from the original date of opening of Technical Bid)
(xiv)	Original Bid Security to be submitted	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xv)	Amount of Performance Security	<p>10% of Annualized Contract value.</p> <p><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>.</p> <p><b>b.</b> Performance Security Money shall not earn any interest.</p>
(xvi)	Validity of Performance Security	90 days beyond Contract period/duration.
(xvii)	Location of job	Assam and Arunachal Pradesh
(xviii)	Duration of the Contract	04 (Four) years from commencement date of contract.
(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, Contracts 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 shall ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch 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**

The screenshot displays the OIL e-tendering portal interface. At the top, it shows the RFx Response Number (60037504), RFx Number (TESTARUP), Status (In Process), Submission Deadline (15.04.2017 11:00:00 INDIA), and Opening Date (15.04.2009 00:00:00 INDIA). The main navigation bar includes tabs for RFx Information, Items, Notes and Attachments, Conditions, Summary, and Tracking. The 'Notes and Attachments' tab is selected, and a red arrow points to it from a text box that says "Go to this Tab 'Notes and Attachments' for Uploading 'Priced Bid'". Below this, the 'Basic Data' section is visible, with a red arrow pointing to the 'Technical Attachments' sub-tab from another text box that says "Go to this Tab 'Technical Attachment' for Uploading 'Technical Bid'". The 'Technical Attachments' section shows a list of attachments, including 'Conditions of Participation', 'Bid Invitation/Auction Text', 'Bidder's Remarks', and 'Purchaser's Remarks'. Below this, there is a section for 'cFolder Attachments' with a table for adding attachments. The table has columns for 'cFolder Name', 'Category', and 'Description'. A message at the bottom of the table states: "The table does not contain any data".

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

**Date: 23.02.2018**

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

**IFB NO. CDO7190P18**

**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 **35%**.

**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. 35% (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. CDO7190P17.”***

**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. 35% (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. CDO7190P17. 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 generally to the specifications and terms and conditions given in the Tender 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 mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must 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. 3,57,08,350.00 (Rupees Three Crore Fifty Seven Lakhs Eight Thousand Three Hundred fifty 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 (refer clauses 1.1.1 & 1.1.2 above), 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 or Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth 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, he 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**

The bidder must have experience of providing complete man-management services for operation of Drilling or Work-over rigs to OIL/ONGC/E&P companies of minimum amount of **Rs 3,57,08,350.00 (Rupees Three Crore Fifty Seven Lakhs Eight Thousand Three Hundred fifty only)** either through Man-Management service contract or through Charter Hire Rig contract under single contract during last 07 (Seven) years to be reckoned from the original bid closing date. Necessary documents to substantiate the same must be forwarded along with the technical bid.

### **OR**

The bidder must have a minimum of 02 (Two) years continuous experience of providing minimum 01 (One) no. complete Man-Management services for operation of Drilling or Work-over rig to OIL/ONGC/E&P companies either through Man-Management service contract or through Charter Hire Rig contract during last 07 (Seven) years to be reckoned from the original bid closing date. Necessary documents to substantiate the same must be forwarded along with the technical bid.

### **Notes to BEC Clause 1.2 above:**

- a. The bidder must confirm the following in their bid:
  - i) To provide experience and qualified personnel. The qualification and work experiences of key personnel to be deployed by the bidder must be in accordance with the requirement as per the Clause 2.0 (UNDER SCOPE OF WORK). The complete Bio-data of the key personnel to this effect must be submitted for OIL'S approval and clearance at the time of deployment.
  - ii) To quote for full service as laid down in TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS/DETAILS OF SERVICES.
- 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** Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

**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 number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

**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 01 (One) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

**1.10** Bidders shall have to submit price break-up for their 'Day Rate charge' as per the provided format (IA) complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Bids without "Price break-up" and with Price break-up with un-realistic price not conforming to the minimum wage act shall be rejected.

**1.11** Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding GST (CGST & SGST/UTGST or IGST) as per Price Bid Format for 04 (Four) years.

Total ESTD. Contract cost for MMC service for WDW well including all taxes & duties except GST which shall be extra to OIL.

$$\mathbf{T = TM + TODR1 + TILM1 + TILM + TODR2 + TRM + TC}$$

where,

- i) Total Mobilization charges of personnel and Crane, Lumpsum,  $TM = M$ .
- ii) Total Operating day rate charge for personnel,  $TODR1 = ODR1 \times 1077 \text{ Days}$  [Total days less ILM days in 04 (Four) years (384 days, considering 08 ILM in 01 (One) year and 12 (Twelve) days for each ILM).
- iii) Total Inter-location move charge up to 30 KM,  $TILM1 = ILM1 \times 32$  (considering 08 ILM in 01 (One) year i.e., 32 nos. for 04 (Four) years).
- iv) Total Kilometerage charge when the ILM is in excess of 30 Km,  $TILM = ILM \times 800$  (considering 200 KM in 01 (One) year i.e., 800 KM for 04 (Four) years).
- v) Total Operating charge for Crane  $TODR2 = ODR2 \times 1077 \text{ Days}$  [Total days less ILM days in 04 years (384 days, considering 08 ILM in 01 (One) year).
- vi) Total Re-mobilization charge for personnel and Crane, Lump sum  $TRM = RM \times 04$  (Considering 01 (One) Re-mobilization in 01 (One) year).
- vi) Total Charges for catering services per person  $TC = 400 \times 4000$ .

**NOTES:**

- (i) The above items/activities are as defined in 'Scope of Work' and 'Schedule of Rates and payment' of the tender.
- (iii) The quoted charges and total cost of the contract should be exclusive of GST, which shall be to Company's (OIL) account.

**1.12 PURCHASE PREFERENCE CLAUSE:** Purchase Preference to MSE's is **NOT applicable** to this Tender.

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

1.13.1 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>).

1.13.2 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.

**1.14** 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.

**1.15** 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.

**1.16** 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.

**1.17** 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.

**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 original date of 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 BEC-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 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** 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.

**3.6** 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.

**3.7** The originals of 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 MMC service for Drilling Water Disposal Wells (WDW) for a period of 04 (Four) years.**

**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 **in Assam and Arunachal Pradesh.**

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 **04 (Four) 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 not 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:

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(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date\_\_\_\_\_

<p style="text-align: center;">OIL INDIA LIMITED (A Government of India Enterprise) <u>Duliajan, Assam</u></p>			
<p><u>DESCRIPTION OF WORK/SERVICE:</u> Hiring of MMC service for Drilling Water Disposal Wells (WDW) for a period of 04 (Four) years.</p>			
<p style="text-align: center;"><b>Part-II (SOQ) Schedule of Work, Unit and Quantity</b></p>			
Item No.	Description of Services	UOM	Quantity
10	Mobilization charge for personnel and crane	LSM	1
20	Operating Day Rate for personnel	DAY	1077
30	ILM charge move up to 30 KM	LSM	32
40	KM charge when ILM is in excess of 30 KM	KM	800
50	Operating charge for Crane	DAY	1077
60	Charges for Catering Services	NO	4000
70	Re-Mobilization charge for personnel and crane	LSM	4
<p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>Bidders need not quote for charges for catering services and shall be Rs. 400.00 per day per person. However the total contract cost of the contract shall be inclusive of amount for catering charges.</li> <li>The rig will operate for 365 days in a year on 24 hrs. basis.</li> <li>The rates quoted above should be inclusive of all statutory liabilities but exclusive of GST, which will be to OIL's account.</li> <li>It may clearly be noted that the requirement indicated above are purely for evaluation purpose only and the actual requirement may vary. Payment will however be made at actual.</li> <li>Bidders are required to submit price break-up of the quoted operating day rate for personnel as per the format provided in the bid document. Offer without Price break-up and with prices not conforming to the minimum-wage act rates shall be rejected outright.</li> </ol>			
<p><b>1.</b> 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.</p>			
<p><b>2.</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 &amp; SGST/UTGST or IGST).</p>			
<p><b>3.</b> 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 evaluation of bid as per evaluation methodology of tender document."</p>			
<p><b>4.</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.</p> <p>When a bidder mentions taxes as extra without specifying the rates &amp; 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</p>			

bidder.
<b>5.</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.
<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>04 (Four) years.</b>
<b>9.</b> Mobilisation Period: <b>45 (Forty Five) days</b> from the date of issue of LOA.

**SCHEDULE OF RATES AND PAYMENT**

The bidders must quote their rates as per Price Schedule, in their priced bids considering the following and payment against the contract shall be made accordingly:

**1.0 MOBILIZATION CHARGES FOR PERSONNEL AND CRANE: (Lump sum-one time):**

The mobilization charges shall be applicable after mobilization of contractor's personnel and Crane at designated site as stated in Clause 2.2 of Special Conditions of Contract and ready to start rig operation, duly certified by the Company's representative.

**2.0 DE-MOBILIZATION CHARGES (Lump sum- one time):**

The demobilization charges shall be applicable after demobilization of contractor's personnel and Crane, duly certified by the Company's representative at completion of contract period.

**3.0 RATE FOR CREW FOR RIG OPERATION DAY:**

Day rate charges shall be applicable once mobilization under the contract is complete in all aspect as certified by Company. Day rate charges for personnel during operation shall apply upon commencement of drilling operation i.e., after spudding in of well till declaration of rig down/rig-release after completion of Drilling operation in present location

Day rate shall not be applicable during the period of ILM, i.e., from the date of rig release till spudding in of the next location.

**4.0 INTER LOCATION MOVEMENT (ILM) RATE:**

4.1 Depending on the distance between the locations, separate rates will be applicable as mentioned below:

- a) Fixed Charge (Lumpsum) per rig move up to 30 Km. (ILM1)
- b) Kilometrage charges for rig movement in excess of 30 Km. This will be in addition to Lumpsum rate for ILM up to 30 Km as mentioned in 'a' above. (ILM)



4.2 Interlocation movement operation will start from the moment the Company releases the drilling unit for rig down at previous location, all the materials including the additional and optional items of Rig Package **except Rig Carrier & Mast** are to be transferred by Contractor with his own fleet and personnel after rig down and rig up at the next location is completed and the well is spudded. **Rig carrier and Mast are to be transferred by Company.** Before spudding in, the Contractor shall complete all jobs, including, but not limited to, rig up of service lines, block, hook etc., drilling and setting scabbards of mouse & rat hole, compliance/rectification to meet safety norms and any other job normally done prior to spudding in. The inter-location movement of Rig package should be completed within the period as specified in clause 5.4.1 under 'Scope of Work' of the contract.

4.3 The Inter location movement operation will include the clearing of the drilling location off all materials, rig parts and made free from all pollutants.

4.4 No other rate hereof will be payable when Interlocation move rate is applicable. In case of suspension of ILM due to any reason mentioned under Clause 6.0, NODR (Non-Operating Day Rate) will be payable during the suspension period of ILM.

4.5 The time for ILM suspended due to the reasons mentioned under Clause 6.0 shall be extended by the period from which ILM suspension end .

4.6 ILM charge shall be payable only after completion of all activities described under ILM operation. Zero ILM rate shall be payable if ILM activities are partially completed.

## **5.0 OPERATING DAY RATE FOR CRANE:**

5.1 Operating day rate for the crane shall be payable from the date and time of completion of mobilization of the crane till Rig release from that location. No any payment including day rate shall be payable for the crane during ILM period. After completion of ILM, i.e. from the time of spudding in of forward location, Operating Day Rate for crane shall be applicable again.

5.2 Zero rate of the crane shall be payable for shut down period of the crane as certified by Company. If rig operation remains shut down due to non-availability of the crane, zero rate shall be payable for the day rate of crew (man-power) as well as for crane. If Company decides to continue operation without the service of Contractor's crane, 80% of day rate for crew shall be payable. However, no payment shall be made during shut down period for the crane.

## **6.0 NON- OPERATING (NODR) DAY RATE DURING ILM shall be applicable at the rate of 75% of ODR Rate under following condition:**

- Interruption in ILM due to non-readiness of forward location.
- ILM is interrupted due to adverse condition of approach road, plinth or concrete foundation.
- Waiting on company's equipment/material to continue rig up.
- Outfit is under major break-down and being repaired at Company's facility for which rig up is delayed.
- Waiting on order from OIL.

- For all time during which the Company at its option may suspend operations.
- Company decides to replace old equipment and commission new equipment.
- Rig package ready for ILM but Contractor unable to carry out the ILM for any reason not attributable to the Contractor.
- Delay of ILM due to attributable to OIL.

The time of reckoning shall be rounded to hours and total working hours per day for ILM shall be considered as one day.

## **7.0 CHARGES FOR CATERING SERVICES:**

Contractor shall have to provide catering services to Company's personnel as and when required on chargeable basis. Payment against the catering services shall be made at the rate of Rs. 400.00 (Rupees Four Hundred only) per person per day with following details:

- |       |                    |                                  |
|-------|--------------------|----------------------------------|
| (i)   | Breakfast          | : Rs. 60.00 per day per person.  |
| (ii)  | Lunch              | : Rs. 150.00 per day per person. |
| (iii) | Evening tea/snacks | : Rs. 40.00 per day per person.  |
| (iv)  | Dinner             | : Rs. 150.00 per day per person. |

Following minimum items shall have to be included in the catering services:

- (i) Breakfast: Bread/butter/Egg or puri sabji or equivalent with milk/tea
- (ii) Lunch: Rice/Roti, quality dal and sabji, one non-veg item or Veg special, pickle, papad etc.
- (iii) Evening tea/snacks : Quality snacks like pakoda/veg chops etc. with Tea
- (iv) Dinner: Rice/roti, quality dal and sabji, one non-veg item or veg special, pickle, papad etc.

Fooding arrangement for Company's personnel shall be arranged by Contractor with prior intimation only.

## **6.0 FORCE MAJEURE DAY RATE (Per 24 Hrs. day) (FM):**

6.1 The Force Majeure Day Rate for personnel shall be payable during the first 15 days period of force majeure. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

6.2 Payment towards force majeure day rate shall be 50% of operating day rate of personnel.

**1.0 INTRODUCTION**

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

**2.0 DEFINITION OF WORK:**

Under the contract the contractor shall provide man-management services for medium duty Workover Rig to be provided by company (OIL) to carry out drilling shallow wells for disposal of associated formation water produced along with crude oil or any other purpose in Assam & Arunachal Pradesh. The depths of these wells are around 1600 m and contractor shall undertake drilling under supervision of the company.

- 2.1 The contractor shall also be responsible for all other associated work/services with the rig operation, like rig up, rig down mast, dismantling , assembling of mud tanks, water tanks and fittings/pumps and engines/rig electrical wiring, restoration of power and water supply and mud services.
- 2.2 Contractor shall carryout routine and preventive, breakdown maintenance of the rig and rig equipment.
- 2.3 The security in house or CISF shall be provided by the Company at work site at its cost. Erection and dismantling of security fencing shall be Company's responsibility. Erection of all temporary shades and plinth maintenance during drilling of the well shall also be Company's responsibility.
- 2.4 Contractor shall carry out all other work not spelled out in above paragraphs but relevant to drilling/testing and completion of the well.

**3.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

- 3.1 The Contractor shall have to deploy their employees as per detailed list below for carrying out drilling operation as well as other activities as per scope of the contract. The deployment of crew with minimum Nos. and pattern as mentioned below shall be obligatory for the contractor from the time of spud in to declare of rig down. However, Contractor shall be responsible for smooth operation of all the activities under the scope of the contract with deployment of minimum following crew:

**A. KEY PERSONNEL:**

Sl. No	Key Personnel	Number on location per shift	Total per day	Working Hours	Day Time Shift	Night time shift	Off	Allocated per Rig	Type of Work person
1	Tool Pusher	1(one)	1	12 Hrs	1	-	1	2	N.A
2	Tour	1(one)	1	12 Hrs	1	-	1	2	N.A

	Pusher/Night Tool Pusher								
3	Driller	1(one)	2	12 Hrs	1	1	2	4	N.A
4	Asstt. Driller	1(one)	2	12 Hrs	1	1	2	4	Highly Skilled
5	Derrick Man/Top Man	2 (two)	4	12 Hrs	2	2	4	8	Skilled
6	Floorman/Rigman	4 (Four)	8	12 Hrs	4	4	8	16	Skilled
7	Mechanic-ICE	1 (one)	2	12 Hrs	1	1	2	4	Highly Skilled
8	Asst. Mechanic-ICE	1 (one)	2	12 Hrs	1	1	2	4	Semi-Skilled
9	Mechanic-pump	1 (one)	2	12 Hrs	1	1	2	4	Highly Skilled
10	Asst. Mechanic pump	1 (one)	2	12 Hrs	1	1	2	4	Semi-Skilled
11	Electrical Supervisor/Jr. Engr-Electrical	1 (one)	2	12 Hrs	1	1	2	4	Highly Skilled
12	Rig Electrician	1 (one)	2	12 Hrs	1	1	2	4	Skilled
13	Welder	1 (one)	1	On call 24 Hrs	1		1	2	Skilled
14	Mud Attendant	1 (one)	2	12 Hrs	1	1	2	4	Skilled
15	HSE cum Liaison Officer	1 (one)	1	On call 24 Hrs	1		1	2	N.A

**B. UNSKILLED PERSONNEL:**

Sl. No	Unskilled Personnel	Number on location per shift	Total per day	Working Hours	Day Time Shift	Night shift	time	Off	Allocated per Rig	Type of Work person
1	Telephone Attendant	1(one)	2	12 Hrs	1	1		2	4	Un-skilled
2	Chemical helpers	4 (Four)	8	12 Hrs	4	4		8	16	Un-skilled

**IMPORTANT NOTE:**

- (i) CONTRACTOR SHALL BE RESPONSIBLE FOR DEPLOYMENT OF HIS PERSONNEL FOR THE CONTRACT IN COMPLIANCE WITH GUIDELINES OF MINES ACT,1952 and all other Rules (Mines Rule,1955,MVTR1966) Regulation (OMR1984)circulars and notification hereunder or any revision of these time to time without any additional cost. CONTRACTOR SHALL NOT BE ALLOWED TO DEPLOY HIS PERSONNEL BEYOND EXCESS OF WORKING HOURS/DAYS AS PER STATUTORY GUIDELINE. Working hours under the contract shall be in accordance with the Gazette Notification No S.O.1658(E) dtd 30th june,2014
- (ii) CONTRACTOR SHALL ENSURE THAT PAYMENT TO PERSONNEL UNDER THE CONTRACT OF DIFFERENT CATEGORY IS MADE IN COMPLIANCE WITH MINIMUM WAGE ACT OF GOVT AS REVISED TIME TO TIME.

**3.2 DETAILED EXPERIENCE AND QUALIFICATION OF KEY PERSONNEL:****A. Tool-Pusher/Tour Pusher/Night Tool Pusher:**

- (i) Qualification & relevant experience:
  - a) BE/B Tech with 10 years' experience including one year as Tool-Pusher/Tour Pusher/Night Tool Pusher.  
OR
  - b) B. Sc/Diploma in Engg. with 12 years' experience including three as Tool-Pusher/Tour Pusher/Night Tool Pusher.  
OR
  - c) HSLC/HS or equivalent with 15 years' experience including five as Tool-Pusher/Tour Pusher/Night Tool Pusher.
- (ii) Should be conversant of drilling operations/activities with Diesel Electric rig and capable of giving instruction during down hole well problem.
- (iii) Should have basic knowledge of repair and maintenance of Drilling Rig equipments like Draw works/Pumps etc.
- (iv) Should be conversant with mud chemicals/maintenance of mud properties.
- (v) Shall have valid IWCF (Supervisory level) certificate

**B. Driller:**

- (i) Qualification & relevant experience:
  - a) BE/B Tech with 5 years' experience including 2 years as driller in drilling rig.  
OR
  - b) B.Sc/Diploma in Engg. with 7 years' experience including 3 years as driller in drilling rig.  
OR
  - c) HSLC/HS or equivalent with 10 years' experience including five years as driller in drilling rig.
- (ii) Should be conversant of drilling with Diesel Electric rig and handle brake.
- (iii) Should have knowledge of repair and maintenance of Draw works/Pumps and trouble shooting.
- (iv) Should be conversant with mud chemicals/maintenance of mud properties.
- (v) Shall have valid IWCF (Driller level) certificate.

**C. Assistant. Driller:**

- (i) Qualification & relevant experience:
  - a) Diploma in Engg./Science Graduate with 2 years' experience in drilling rig including one year as Asst. Driller.  
OR
  - b) 10+2 pass or equivalent with 4 years' experience in drilling rig including 1 year as Asst. Driller.
- (ii) Should be conversant in working in AC Electric rig.

- (iii) Should be capable to handle brake swiftly and accurately in all operation of the Rig
- (iv) Should be conversant with Draw works and Pump operation and maintenance

**D. Rig Man/Floor Man:**

- (i) Qualification & relevant experience:
  - a) Class X pass with minimum 2 years Oil Field Experience including 1 year experience as RigMan/Floorman
  - b) Class VIII Pass with minimum 3 years Oil Field Experience including 1 year experience as RigMan/Floorman
- (ii) Should be capable of working in derrick floor in Electrical Drilling rig.

**E. Mechanic ICE:**

- (i) Qualification & relevant experience:
  - a) Diploma in Mech/Automobile Engg from any Recognized Institutions with minimum 2 Years related oil field experience including 01 year as assistant mechanic ICE.
  - OR
  - b) ITI (01-year duration) in Diesel Mechanic/Fitter/Motor Mechanic trade from any State Gov. ITI or other Recognized Institutions with minimum 03 Years related oil field experience including 01 year as assistant mechanic ICE.
  - OR
  - c) Class 10+2 pass or equivalent with minimum 5 Years related oil field experience including 01 year as assistant mechanic ICE.
- (ii) Work Knowledge: Should have sufficient knowledge of operation/repair/maintenance of rig and its components such as engines, air compressor etc.

**F. Asst. Mechanic ICE:**

- (i) Qualification & relevant experience:
  - a) Diploma in Mech/Automobile Engg from any Recognized Institutions with Minimum 01 Year related oil field experience.
  - OR
  - b) ITI (01-year duration) in Diesel Mechanic/Fitter/Motor Mechanic trade from any State Gov. ITI or other Recognized Institutions with minimum 2 Years related oil field experience.
  - OR
  - c) Class 10+2 pass or equivalent with minimum 03 Years related oil field experience.
- (ii) Work Knowledge: Should have sufficient knowledge of operation/repair/maintenance of rig and its components such as engines, air compressor etc.

**G. Mechanic Pump:**

- (i) Qualification & relevant experience:
- a) Diploma in Mech/Automobile Engg from any Recognized Institutions with minimum 2 Years related oil field experience including 01 year as assistant mechanic Pump.
  - OR
  - b) ITI (01-year duration) in Diesel Mechanic/Fitter/Motor Mechanic trade from any State Gov. ITI or other Recognized Institutions with minimum 3 Years related oil field experience including 01 year as assistant mechanic pump.
  - OR
  - c) Class 10+2 pass or equivalent with minimum 5 Years related oil field experience including 01 year as assistant mechanic pump.
- (ii) Work Knowledge: Should have knowledge of operation/maintenance and servicing of centrifugal pumps, reciprocating pumps and solid control equipment's.

**H. Asst. Mechanic Pump:**

- (i) Qualification & relevant experience
- a) Diploma in Mech/Automobile Engg from any Recognized Institutions with minimum 01 Years related oil field experience.
  - OR
  - b) ITI (01-year duration) in Diesel Mechanic/Fitter/Motor Mechanic trade from any State Gov. ITI or other Recognized Institutions with minimum 2 Years related oil field experience.
  - OR
  - c) Class 10+2 pass or equivalent with minimum 03 Years related oil field experience.
- (ii) Work Knowledge: Should have knowledge of operation/maintenance and servicing of centrifugal pumps, reciprocating pumps and solid control equipment.

**I. Electrical Supervisor**

- a) B.E/B.Tech in Electrical Engineering with 2 years of experience in Drilling/Work over Rig. He must possess valid Electrical Supervisor's Certificate of Competency (Part I, II, III, IV & VIII) issued by State Electrical Licensing board
- Or
- b) 03 Years Diploma Course in Electrical Discipline with 3 years relevant experience in Drilling/Work over Rigs. He must possess valid Electrical Supervisor's Certificate of Competency (Part I, II, III, IV & VIII) issued by State Electrical Licensing board
- Or
- c) 02 years full time government recognized ITI (Electrician) course in electrical Trade with National Trade Certificate from any Govt. recognized Institute with 05 years of Experience in Drilling/Work over Rigs. He must possess valid Electrical Supervisor's Certificate of Competency (Part I, II, III, IV & VIII) issued by State Electrical Licensing board.

- ii) The Electrical Supervisor shall have the experience of carrying out the jobs in his independent capacity in diesel Electrical Drilling or Work over Rigs. The Electrical Supervisor must conversant with the Generator Control system of Drilling Rigs like ROSSHILL, USA/HILLGRAHAM, UK etc.
- iii) He should be capable of independently carrying out the fault finding analysis, fault rectification, operation and maintenance of all the electrical equipment such as Generators, Motors, Starters, FLP equipment, lighting circuits of Drilling or work over Rigs including Air Conditioners.
- iv) He should be able to read Electrical circuits, communicate/detect and rectify faults.
- v) He should have the knowledge on hazardous area classification and be guided by the statutory requirements and directives of DGMS, OISD, OMR-2017, IE Rules and BIS Standards etc. In Drilling/Work over mine.
- vi) He should have knowledge of all the electrical equipment of AC SCR Drilling Rigs/ Work over Rigs (Alternators, DC Motors, Transformers, Air Circuit Breakers, different light fittings, Star/Delta/DOL Starters, Cable etc.) and use of all the electrical tools and instruments

**J. Rig Electrician:**

- i) Qualification & relevant experience:
  - a) 03 years full time government recognized Diploma course in Electrical discipline from any institute recognized by Govt. of India. 03 (Three) years' experience in the operation and maintenance of low/medium voltage electrical equipments such as Gen-sets, motors, starters, FLP equipments, lighting circuitries of a diesel electric drilling rig. The Rig Electrician should have the experience of carrying out the jobs in his independent capacity. He must possess valid electrical work man permit (part-I&II) issued/recognized by state Electrical Licensing Board.
  - OR
  - b) 02 years full time government recognized ITI (electrician) course from any institute recognized by Govt. of India. 6(Six) years" experience in the operation and maintenance of low/medium voltage electrical equipments such as Gen-sets, motors, starters, FLP equipments, lighting circuitries of a diesel electric drilling rig. The Rig Electrician should have the experience of carrying out the jobs in his independent capacity. He must possess valid electrical work man permit (part-I&II) issued/recognized by state Electrical Licensing Board.
- (ii) Should have knowledge on use of tools and instrument such as multimeter, insulation tester, earth resistance tester, clip-on-meter etc.
- (iii) Should have the knowledge and capable of working on DOL/Star-delta starters, earth leakage relay, circuit breakers, change over switch, FLP equipments, FLP double compression glanding, cable terminations etc.



- (iv) Should be able to read electrical circuits, communicate/detect and rectify faults.
- (v) Should have knowledge on hazardous area classification and be guided by the statutory requirements and directives of DGMS, OISD, OMR, IE rules, BIS standards etc. in drilling mines.
- (vi) Should have the knowledge of training on Fire Fighting, Mines Vocational Training.

**K. Welder:**

- (i) Qualification & relevant experience:
  - (a) Certificate of welding trade from any recognized institute of state (one-year course)
- (ii) Should have minimum 02 years' experience in working in drilling wells as a welder and must be conversant of wellhead & accessories

**L. Mud Attendant:**

- (i) Qualification and experience
  - (a) B.SC Chemistry with minimum 02 Year related Oil Field Exp (Mud Handling)
  - (b) 10+2 (Science) Pass with minimum 04 Year related Oil Field Exp (Mud Handling)
- (ii) Experience of handling various kinds of mud in Drilling/Workover wells and other related activities.

**M. HSE cum Liaison Officer**

- (i) Qualification & relevant experience:
  - a) Should be a graduate in science/Diploma in fire safety/fire Engineering.  
OR
  - b) Should have experience of working as HSE officer at least for 01 (One) year in any E&P company or service provider to E&P companies.
- (ii) Health, Safety & Environment experience includes implementation of HSE policies, Work Site Inspection & hazard Identification, Training of employees, Task risk Assessments, Permit To Work systems, pre job safety meeting, Accident, incident and Near Miss Investigation & analysis, Report making & Record Keeping, Selection of PPEs suitable for work activity & work environment, Work site Inspections & Audits, and Emergency Response Planning & Loss Control programs, taking precaution for pollution control and environmental management. Should have knowledge on ISO, ISRS etc.
- (iii) Should be conversant with various sequence of operation in drilling rig.

- (iv) Should have fair idea of Mines Act'1952 & OMR. 1952 & OMR. 2017 and all other Rules (Mines Rule, 1955, MVTR1966) Regulation (OMR1984) circulars and notification hereunder or any revision of these time to time.
- (v) Should have fair idea of use of PPE and other safety/pollution rules & measures pertaining to drilling operation.
- (vi) Should have fair idea of Environment Act'1986 and all other Rules, Regulation, circulars and notification hereunder or any revision of these time to time.

**Note:**

\* The experiences & qualifications are not exhaustive; however company may reject or accept a person without assigning any reason.

\* Emphasis for selection shall be on the job performance & output. At Company's own discretion, may accept a person relatively under qualified & less experience based on his performance and output.

- If any vacancy arises during running of the contract, at Company's own discretion, contractor can fill up the vacancy by promoting the one step lower rank person.

**4.0 JOB DESCRIPTION:****4.1 Tool Pusher/Tour Pusher/Night Tool Pusher:**

Tool Pusher must possess leadership quality to motivate the team for excellent performance and output and responsible for 24 hours operation of the rig. He shall be the co-coordinators of contractor at well site, for acquiring consumables and spares as required for the rig, well in time, to avoid down time. He shall be the competent person from drilling to handle independently any down hole and well control problem and shall be responsible for maintenance and repair all the equipment related to the rig. All break down, well killing, down hole problems, critical operation and routine maintenance work shall be carried out under his direct supervision at the well site. Critical operations shall be identified by Company representative. He shall endorse DPRs to ensure proper time break up and correct entry of all the jobs carried out during the tour and shall hand over to Company representative in the preceding day.

He shall receive instruction from Company representative daily/shift basis and execute operation as per instruction and well policy or GTO.

He shall make schematic drawing layout of rig in consultation with Company representative for placement of rig equipment and accessories to avoid double shifting during ILM and plan schedule of transfer and placement for speedy and effective ILM.

Safety of man and equipment also shall be his responsibility also ensure compliance of all safety rules/regulation in rig and maintain record keeping/documentation in this regard as instructed by company representative. He shall not allow any body at well site to work without proper PPE.

He [shall have valid IWCF (Supervisory Level) certificate] must be able to detect/control well kick at right time and confident to kill the well independently. To ensure use of proper personal protective equipment by workmen while at work shall be his responsibility.

#### **4.2 Driller:**

Driller shall be responsible for operation of the shift. Shall operate brake and handle Drawworks/pumps etc. during drilling/round trips/lowering casings in and during any critical well operation where better control is required. Rig up/rig down of mast shall be carried out by him in presence of Tool pusher. He shall keep abreast himself with each and every operation happening around derrick floor and within the well site for issuing cold and hot work permit. He shall communicate regularly the happening at well site to Tool pusher and Company representative as instructed. He shall ensure periodic function test of BOP and detect early indication of well kick and take appropriate actions immediately to contain impending blow out. He shall carry out BOP drill/Tool box meeting regularly and Job safety analysis before start of any critical operation and proper record be maintained. DPR shall be written indicating time break up for each operation and regularly be sent to company through Tool pusher. Detailed tally of tubular and dimensional sketch of tools lowered in hole shall be done by him without fail. He shall receive instruction from Company representative daily/shift basis and ensure operation as per order and well policy or GTO. He shall identify all the size of tubular and API connections.

He [shall have valid IWCF (Driller Level) certificate] must be able to detect/control well kick at right time and confident to kill the well independently.

All down hole and surface problem in drilling operation shall be promptly detected and remedial measure be taken immediately as per best drilling practices.

The preventive maintenance of drilling equipment and other accessories of the rig shall be carried out as per check list provided by Company representative.

During ILM he shall carry out dismantling of all the equipments with other crew member as per procedure and it is necessary to place equipment of rig at specific place precisely during rig up, the rig lay out drawing shall be understood properly and placement be done without double handling.

Preserving clean/tidy environment of well site with better housekeeping shall be driller's responsibility. Use of proper personal protective equipment while at work shall be mandatory for him.

He shall ensure that person working in the rig use proper personal protective equipment and debar those who disobey the rules.

#### **4.3 HSE Officer:**

Shall be solely responsible for all the safety related matters of the rig such as issue of PPE to all the personnel working in the rig and ensure make use of same

by each and every body. He shall visit well site regularly to supervise and ensure compliance all safety regulation and rules.

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

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

Responsible for designating "Safe Briefing Area" and advising all personnel of the "current" safe briefing area

Responsible for issuing safety equipment to all personnel arriving at rig and ascertain that all personnel use and maintain these equipment properly

Responsible for designating location entrance and exit.

#### **4.4 Assistant Driller:**

Assistant Driller shall operate brake and handle Drawworks/pumps etc. for any operation of the rig as instructed by Driller. If the Driller is not in derrick floor and any abnormality in down hole or surface is noticed while operating brake, he must bring the same to notice of Driller immediately or may take remedial measure as deem fit without causing damage to hole and equipment. He shall ensure rig pumps are lined up correctly before start of drilling and all solid control equipment are in working condition including repair/maintenance of same. Shall check physically pump strokes and pressure regularly and record shall be maintained to detect wash out/plug nozzle etc. He may work in double board occasionally if necessary to relief assigned Top Man. He shall identify all the size of tubular and API connections. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate and knowledge of firefighting at well site.

#### **4.5 Top Man:**

Top Man shall work mainly in Thribble/double board of the rig for latching/unlatching elevator and racking of tubular during round trips and any other works need to be carried out at any height of the mast. He shall alert Driller for any imperfection noticed on mast for which he shall physically check the mast and crown every day. Greasing of crown and function test of top man escape device shall be his responsibility. Racking of tubular properly on the rack with the help of crane including cleaning/measuring/flushing with water and rejecting damaged joints shall be his responsibility. Rigging up of BOP/wellhead and tightening of same shall be done by him with the help of other crew. He shall be responsible to work at any height of the mast due to repair /inspection or regular work.

Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of firefighting at well site.

**4.6 Rig Man:**

Rig Man shall work mainly on derrick floor to help Driller/Assistant driller during round trip and drilling by handling rig tongs and slip. Operation of winch and cathead for spinning and lifting equipment shall be his responsibility. Cleaning up derrick floor/Drawworks and any associated equipment of the rig shall be carried by Rig Man.

Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of firefighting at well site.

**4.7 Rig Electrician:**

Rig Electricians shall have to carry out shift duty (in 12 hrs shift) and shall have to attend and rectify electrical faults. He is responsible for proper housekeeping of generator house, electrical ghoomties and PCRs etc. Rig electrician is responsible to check Abnormal heating of plugs/sockets/terminal box/junction box/MCC components etc., Abnormal vibration, overheating, and bearing noise of all rotating electrical machines, connection, testing & commissioning of new electrical equipments/additional electrical gadgets. During rig up time, he is responsible for erection of electric poles for fixing up of light fittings and to support overhead cables, burying of electrodes for earthing of PCRs, gen-sets, ghoomties, motors, light fittings, shades, mast etc., insulation resistance testing all the electrical equipments (e.g. Generators, Motors, Cables, transformers etc.) & recording, earth resistance testing & recording, insulation testing of all cables, motors, generators etc., powering up of DCPCR & ACPCR, commissioning of all the Electrical equipments including EC brake, installation & commissioning of new/additional electrical equipments/gadgets. During rig down time he is responsible disconnection of generators, motors, light fittings, dismantling of electrodes, electric poles, cables, earthing system etc., box up of cables, electrodes, small motors, light fittings etc. for safe transfer to the next location etc.

Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of firefighting at well site.

**4.8 Mechanic (ICE):**

Mechanic (ICE) shall be responsible for operation, preventive maintenance and repair of all engines connected to rig including Air Compressors, Mud Agitators, Welding Machine, Fire Pump etc. as per instruction of Company representative (Drilling #TS). Preventive maintenance shall be carried out as per check list provide by Company representative (Drilling #TS) and proper record shall be maintained. In addition to the above jobs, he will have to carryout minor maintenance jobs of Draw-works, EC Brake, BOP Control Unit, Solid Control equipment, Power Tong unit, Kill Pump etc. The incumbent should be conversant with Safe Operating Procedures and oilfield related Safety & Environmental practices.

He shall maintain record of running hours for periodic maintenance of engines and log sheets for engine performance monitoring. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of firefighting at well site.

#### **4.9 Assistant Mechanic (ICE):**

Assistant Mechanic (ICE) shall always be in touch with the Mechanic(ICE) and perform his day to day activities as assigned by Mechanic(ICE). Assistant Mechanic (ICE) shall be responsible for smooth operation of all the engines at well sites including Rig engines without any shut downs.

#### **4.10 Mechanic (Pump):**

Mechanic (Pump) shall be responsible for operation, maintenance and repair of all the reciprocating and centrifugal pumps connected to the rig including all the solid control equipment. Preventive maintenance shall be carried out as per check list provide by Company representative (Drilling #TS) and proper record shall be maintained. He shall also be responsible for O&M of Pulsation Dampener, Safety relief Valves, various HP/LP valves, pipe & fittings, etc. In addition to the above jobs, he will have to carry out minor maintenance jobs of Solid Control equipment, Choke Manifolds, BOP Control Unit etc. The incumbent should be conversant with Safe Operating Procedures and oilfield related Safety & Environmental practices.

He shall maintain record of running hours for periodic maintenance of pumps and log sheets for pump performance monitoring. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of firefighting at well site.

#### **4.11 Assistant Mechanic (Pump):**

Assistant Mechanic (Pump) shall always be in touch with the Mechanic (Pump) and perform his day to day activities as assigned by Mechanic(Pump). Assistant Mechanic (Pump) shall be responsible for smooth operation of all the pumps at well sites including Rig pumps without any shut downs.

#### **4.12 Mud Attendant**

- I. To maintain mud parameters as per detailed mud policy.
- II. To test all required mud parameters as specified at least once per shift.
- III. To monitor at hourly interval the important parameters of drilling fluid viz density, M/T viscosity, and temperature of both in going and out coming mud keep records.
- IV. To measure important parameters of Reserves mud viz density, M/F viscosity twice in the shift.
- V. To monitor and ensure chemical treatment required for proper maintenance of mud parameters.
- VI. To monitor critically mud loss and/or mud gain, indication of gas cut many other unusual changes in the mud system during drilling/circulation and to corrective measures in consultation with Contractor's supervisor.

- VII. To maintain all adequate stock of mud volume (circulating + reserve) as required.
- VIII. To monitor and record hole fill up volume and displacement volume of drilling fluid during round trips and during running in of drilling string/casing.
- IX. To monitor and keep records of stock and consumption of mud/mud chemicals and indicate the requirements to their supervisor well in advance (2-3 days in advance) so that supervisor can inform the Company representative.
- X. To take circulation test and to calculate hydraulics during drilling operation and to report their supervisor to forward the same to Chief Chemist/Company's representative.
- XI. In case of stuck pipe, to prepare and spot spotting fluid/OBM etc. as required. In case of loss circulation to prepare and spot LCM pill etc. as required.
- XII. To prepare pre flush formulations and gauging water for well cementation as required.
- XIII. To measure and record cement slurry weight and viscosity during cementation.
- XIV. To carry out any other mud/cement related jobs as required.
- XV. To prepare a shift report.

#### **4.13 Welder:**

Welder shall carryout all the routine welding jobs arising out of well operation as well as for breakdown of any equipment as per instruction of Driller or his deputy. He must be capable of welding well head and accessories which requires job specific experience and practice. The welding jobs carried out by him shall be of better quality to withstand high pressure. It shall be necessary for him to work up in the mast sometime for repair work. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate including trade certificate knowledge of firefighting at well site.

#### **4.14 Electrical Supervisor**

- 1. Electrical Supervisor shall be responsible for supervising all the electrical works related to operation and maintenance of the Rig. He is responsible for all electrical jobs to be carried out during rig up, work over operation, and Rig down and supervise all electrical jobs carried out by Rig Electrician.
- 2. He shall look for healthiness of all the Electrical Equipments at site, carry out schedule maintenance jobs.
- 3. He shall be responsible for measurement and record of Earth Resistance and Insulation Resistance of all Electrical Items.
- 4. He shall supervise Power up of ACPCR and carry out synchronisation of Generators during operation. He shall monitor the operation of the Generators and record operational parameter of Generators.
- 5. He shall supervise installation & commissioning of new/additional electrical equipment/gadgets.
- 6. He shall oversee the safety function of the Electrical jobs.

7. He shall prepare the Commissioning report of the Rig
8. He shall carryout shift duty.
9. Routine maintenance & statutory duties, responsibilities: -
  - a) He shall have to carry out routine day to day maintenance and keeping of all maintenance records.
  - b) He shall have to test and record the ELCBs periodically.
  - c) He shall attend and carry out the fault finding analysis & fault rectification of all the electrical equipment such as Generators and Generator control panels, Motors, Starters, FLP equipments, lighting circuits of Drilling or work over Rigs including Air Conditioners during operation
  - d) Electrical Supervisor shall discharge the duties and responsibilities of a competent person (Electrical discipline) as specified by IE Rule, OMR, DGMS and OISD guide line. He shall be responsible for keeping Statutory Records up to date.
  - e) Use of Proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate and knowledge of firefighting at well site.

Note:

Electrical Supervisor shall have to carry out any additional jobs which may arise due to operational/maintenance necessities and have not been mentioned or specified in the contract. Use of proper personal protective equipment while at work shall be mandatory for him

#### **4.15 Telephone Attendant cum Office Boy:**

Telephone Attendant cum Office Boy shall recognize each key personnel working in the rig by designation & name to call them from work to attend telephone. He shall have fair idea about various operation and terminology used in drilling to understand callers viewpoint while attending telephone call. He shall work as Office Boy in company's representative office during his visit to well site.

Use of proper personal protective equipment while at work shall be mandatory for him.

#### **4.16 Other Unskilled personnel:**

Unskilled helper shall assist key personnel (Mud Attendant, Mechanic Pump/ICE, and Electrician) as per assignment fixed by Tool Pusher/Driller on day to day requirement basis. Generally, four numbers of helper shall be engaged per shift .

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.



**NOTE:**

- i) The Contractor will not engage any employee of the company who has resigned from the service of the company for at least two years earlier from the date of such engagement except with the express approval of company Management (competent authority).
- ii) Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided .

**5.0 Approval of Manpower:**

Prior approval of key personnel shall be obtained by contractor from company's representative before engaging at well site. The application for approval must be accompanied by proof of experience, qualification, recent photograph, & undertaking as per ANNEXURE-II

**6.0 Crew deployment pattern and working hours :**

Contractor shall engage crew as per clause 3.1 A & B. The working hours for the rig operation shall be round the clock and in two 12-hourly shift. Necessary approval for 12 hours shift shall be obtained by contractor from DDMS before start of operation.

**7.0 DETAILS OF SERVICE TO BE PROVIDED BY CONTRACTOR:**

Contractor shall be engaged for drilling shallow wells (around 1600 m) with medium/heavy duty Workover rig. The casing policy of such wells is generally 02 stage of casing sizes 9.5/8" and 5.1/2". However, 03 stage casing policy may also be used depending on well design.

Broad guidelines of job involvement on the part of contractor are given below:

- i. Drilling of hole of sizes ranging from 17½" OD to 4.5/8" OD.
- ii. Conventional coring operation as per policy.
- iii. Reaming/hole opening and hole probing.
- iv. Lowering of different sizes of casing from 13.3/8" OD to 4½" OD.
- v. Round tripping with any type of tubular and any downhole tools such as bit, fishing tool, Rotovert and packer etc.
- vi. Well head completion and testing of well head at various stage of drilling including hermetical testing.
- vii. Circulation of drilling and Workover fluid in hole.
- viii. Shall have to save drill cuttings and collect/rerecord gas readings as instructed by Company representative.
- ix. Facilitate/help company's cementing crew to carry out cementing job.
- x. Working on stuck pipe as per instruction of Company representative.
- xi. Cut and slip of casing line as per recommended drilling practice.
- xii. Preventive and break down maintenance of rig equipment and ancillaries at well site except major breakdown for which contractor personnel is not qualified, or cannot maintain or repair, with manpower and tools.

- xiii. To carry out fishing operation using various fishing tools.
- xiv. Breaking and laying down of tubular on completion of well.
- xv. Cleaning out cement/float collar/shoe and milling junk in hole.
- xvi. Facilitate/help company's crew to carry out productivity/injectivity test etc. Such tests and services may include, without limitations, electric logging, drill stem tests, perforation casing, acidizing, well activation operation by Coil Tubing and Nitrogen Pumping, fracturing and acid fracturing.
- xvii. To carry out isolation repair/casing patch job etc.
- xviii. To prepare drilling/Workover fluid and maintain properties as per policy.
- xix. Shall have to check and start rig engines, rig pumps, kill pump and other ancillary pumps and engines and keep them in good operating condition.
- xx. Rig up/rig down mast including centering with respect to rotary table, assembling and disassembling of all rig equipment and ancillaries including piping and electrical connections work required during inter location movement (ILM).
- xxi. To hook up all surface connections related to production testing at well site including rigging up/testing of x-mass tree & its accessories under direct supervisor of Company representative (Production).
- xxii. Installation/connection/commissioning and dismantling of alternator, switch board, motors, light fittings with erection of poles for illumination of area and rig.
- xxiii. In the event of any fire or blowout, shall use all reasonable means at their disposal to protect the well/men/equipment and bring the fire or blow out under control.
- xxiv. Any other services pertaining to oilfield operation shall be carried out by contractor as per instruction of Company's representative.

**8.0 ASSOCIATED SERVICES: Following associated services shall have to be performed by contractor under scope of work of the contract:**

**8.1 INTER LOCATION MOVEMENT (ILM):**

Contractor shall have to complete Inter Location Movement (ILM) activities from one location to the forward location as advised by Company with Contractor's own fleet and man-power. Contract rate for ILM shall be payable with the following conditions:

- (i) ILM for a distance of 30 (thirty) km shall have to be completed within 12 (Twelve) days. For excess kilometerage, the time allowed shall be in proportions of 1 (one) day for each 30 km or part thereof.
- (ii) The time for inter-location movement suspended by force majeure, shall be extended by the period for which the Force majeure conditions last. No day rate of crew will be payable for extended period due to force majeure conditions.
- (iii) No other rate shall be payable during ILM other than the ILM rate.
- (iv) The ILM charge shall be discounted by 5% of total cost for ILM for each day's delay beyond the stipulated days, payable for that particular rig movement.

- (v) Cranes, trailers truck etc. required for the ILM shall have to be arranged by contractor and charges of which are included in the ILM charge. However the crane deployed by the contractor for day to day rig operation, may be utilized during ILM.
- (vi) Safe handling of rig equipments during ILM shall be the responsibility of Contractor. Cost of damage of the rig equipments due to negligence of Contractor like mishandling, if established, shall be recovered from the contractor.
- (vii) During Inter-location Movement, any left out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, chemicals, barytes, bentonite etc. should be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL.
- (viii) ILM of Carrier and Mast of the rig package will be done by the Company (OIL) and Contractor shall provide all support including manpower during movement of Carrier and Mast.

## **8.2 Crane service:**

Contractor shall have to provide 01 (One) no. of Diesel Hydraulic, Truck mounted, Telescoping Boom mobile crane of 40 Tonne minimum capacity at well site with operator and helper for day to day rig operations.

Mobilisation of the crane shall have to be done along with personnel within 45 (Forty Five) days from the date of issue of LOA. Payment for the crane shall be made as per contract rate with following conditions:

- (i) Operating day rate for the crane shall be payable from the date and time of completion of mobilization of the crane till Rig release. No any payment including day rate shall be payable for the crane during ILM.
- (ii) Zero rate of the crane shall be payable for shut down period of the crane as certified by Company. If rig operation remains shut down due to non-availability of the crane, zero rate shall be payable for the day rate of crew (man-power) as well as for crane. If Company decides to continue operation without the service of Contractor's crane, 80% of day rate for crew shall be payable. However, no payment shall be made during shut down period for the crane.

## **9.0 EQUIPMENT & SERVICES TO BE FURNISHED BY THE COMPANY TO THE CONTRACTOR FOR EXECUTION OF THE CONTRACT:**

**9.1 Tools & Equipment:** The drilling rig, equipment, tools, materials, ancillaries & instrument and other services shall be provided by the Company at the location, the details of which are given below:

- i) The drilling unit deployed by the Company hereunder shall be fully equipped and capable of drilling and completing the wells in the locations specified by the company. The drilling unit and all other equipment, materials to be provided by the Company will be under the terms of this Contract. The Contractor shall

maintain the drilling unit, equipment and all the accessories supplied to them by the Company in a good operating condition. The drilling rig will be medium duty Workover Rig DM-5 or any other Workover Rig.

The Drilling unit having Carrier & substructure, pumps, engines, tanks, solid control system and other ancillaries to make a complete rig package.

- ii) Blowout preventer with other well control accessories and necessary fittings including shut-in valve.
- iii) Choke and kill line with necessary manifolds.
- iv) Fishing tools/milling tools as and when required.
- v) Drilling string, drill collars, casing pipes, rotary substitute.
- vi) Tubing, pup joints
- vii) Casing line/sand line.
- viii) Handling gears for different types & sizes of tubular; links, travelling block, hook, hydraulic power tubing tongs.
- ix) Logging unit and tools at the time of logging.
- x) Wireless/Telephone (OIL) between rig and the Company's office
- xi) Adequate generator for rig and rig site. This will be fully equipped for electrification complete with lighting & fittings.
- xii) Water pumps, water storage tanks and lines and necessary connections for supply of water at rig.
- xiii) Mud storage tank, salt solution/storage tank with necessary lines and connection.
- xiv) Necessary extra lines and fittings as may be required depending upon well sites.
- xv) Company will provide well site office for both contractor's use and also OIL's representative.
- xvi) The Contractor will be provided with mud testing equipment during the contractual period depending on operational requirement and it will be the sole responsibility of the Contractor to maintain those in working condition during the contractual period and return the same in working condition on completion of contract. Any damage to such equipment, replacement cost will be recovered from the Contractor.
- xvii) Power tongs & hydraulic unit with accessories
- xviii) Fire trailer with accessories.

9.2 **Consumables:** All the Consumables required to carry out drilling operation, shall be issued by Company. However, contractor shall maintain proper record of such items received from the company and shall return unused items to designated place as directed. Contractor shall give requisition for day to day requirement in the prescribed format. The requisition for materials should reach concerned office latest by 8:00 AM and materials should be collected as per instruction of Company representative from the designated place. Following are the list of consumables that Company shall provide for drilling and other operation under the contract:

- i) Fuel for drilling rig and operating Crane, spare parts for pump and generating set engines, water pump engines.
- ii) Indigenous grades of Hydraulic oil, lube oil, cleaning oil, grease etc, jute & tong dies.
- iii) Wipers for tubular.

- iv) Rubber drill pipe protector and thread dope.
- v) Drill bits.
- vi) Cement and drilling fluid chemicals.
- vii) Workover fluid, packer fluid, including chemical additives, acids for stimulation and cement for isolation repairs.
- viii) BOP maintenance spares for on-site operation.
- ix) All spares & consumable required for normal operations or needed for the maintenance of the company's equipment.
- x) Provision of water source at well site.
- xi) All well tubular & consumables as may be required and necessary.

**9.3 SERVICES TO BE PROVIDED BY COMPANY:**

- i) Transportation of the Company's equipment and consumables to well site from Duliajan, which are not possible to transfer by light truck to be provided by Contractor and not considered as daily consumable viz. casings, well heads, tubing etc.
- ii) LDO, LWC in tanker, cement and all mud chemicals in truck load shall be transferred by Company.
- iii) Transportation of company personnel.
- iv) Provision of crew's hut, drilling office at well site as per Company's standard.
- v) Wellsite preparation as per standard practice of OIL.
- vi) Wellsite plinth maintenance
- vii) Cementing and testing services, mud policy with mud engineering, guideline and time to time supervision on mud engineering.
- viii) Well logging services
- xi) Medical facilities in the company's hospital on PAYMENT basis.
- xii) The security in house or CISF shall be provided by the Company at work site at its cost. However, the Contractor will also have to exercise adequate care as custodian of Company's equipment, materials etc.
- xiii) Company will provide all the infrastructure for deploying company's own security.

**9.4 EQUIPMENT TO BE PROVIDED BY CONTRACTOR:**

- i) A computer with Laser Printer and stationary related to computer & Printer
- ii) Internet connection (dongle) which will be in addition to OIL's internet facilities
- iii) Ambulance

**10.0 DETAILS OF MINOR REPAIR TO BE CARRIED OUT BY CONTRACTOR:**

- i) Adjustment of friction brakes, day to day maintenance of Rig equipments, periodic maintenance of engines, pumps, air compressor, High pressure valves etc.
- ii) Identify & repair any air supply anomalies or any other fault to Drawworks and Clutches etc., repair/replace/adjust and tightening of various chains, guards and bolts.
- iii) Identify fault and repair of rig ancillaries such as engines, pumps, generator etc.
- iv) The term minor repair shall be construed as break down repair that can be taken up by contractor independently or in supervision of company's personnel at well site. However, Company's representative as per his conscience & experience shall decide minor or major repair and contractor shall abide by his decision.

- v) During major maintenance, Contractor shall have to extend necessary help by providing sufficient man power to carry out major maintenance under the supervision of company's personnel, without effecting rig operations.

**11.0 WATER MANAGEMENT:**

- i) Contractor shall take care for strict control for use of water because wastage of water, increases discharge of water to effluent pit may aggravate pollution problem.
- ii) Any leak through valves, glands, pipe joints, hoses etc. shall be contained immediately by the contractor to avoid spillage.
- iii) Contractor shall ensure all unavoidable discharges directed to effluent pit through channel.
- iv) Effluent pit line shall be laid up to the near the Gate of well plinth by company. However, connecting to well site pump with the pit line and pumping to nearest dry pit shall be contractor's responsibility. Company's representative shall be informed immediately about leak on the said line during pumping out effluent.

**12.0 EFFLUENT/POLLUTION CONTROL MEASURE:**

- i) Contractor shall ensure and check regularly for any leakage/seepage/overflow of effluent from the pit to surrounding public properties.
- ii) Notice of any imminent breach of effluent bund and wall shall be informed by Contractor to Company Representative well in time to take corrective measures.
- iii) Utmost care shall be taken by Contractor not to spill any lubricant/chemical/HSD/LWC etc. used in drilling and any spillage shall be collected from plinth or effluent pit to dispose at designated place as per instruction of Company's representative.
- iv) Spillage of effluents to nearby public properties and attributes to be due to contractor personnel's negligence, the dispute and compensation on this effect to affected people shall be on contractors account. However, if damages caused are not due to contractor personnel's negligence, the entire responsibility shall be on company.
- v) Sound pollution arising out of engines/other equipment used in the rig and any compensation on this effect to affected people shall be Company's responsibility. However, contractor personnel shall try their best to minimize such pollution with the resource available on hand.

**13.0 CIVIL WORK & SOURCE WATER TUBEWELL:**

- i) Company shall prepare plinth and foundation as per design and drawing of the company.
- ii) Company shall continue maintenance of plinth throughout the operation of the well and make necessary drains/lines to evacuate water/mud to effluent pit.
- iii) Sinking of tube wells (both deep and shallow) shall be Company's responsibility. However, selection of deep tube well point in well plinth shall be Contractor's responsibility.
- iv) Fixing and grouting of false conductor, pump delivery and manifold support etc. shall be Company's responsibility with Company's material. Contractor needs to extend necessary help.

- v) Erection of temporarily shades shall be Company's responsibility with Company's material.
- vi) Erection of security fencing and hut/telephone hut shall be Company's responsibility with Company's material.
- vii) Company shall make two toilets for Officers & Work Persons at well site for the use Company's & Contractor's personnel. Cleanliness of the toilets shall be to Contractor's responsibility.
- viii) Evacuation and disposal of cuttings from retainer pit and all maintenance work in the plinth shall be Company's responsibility. However, Contractor's personnel may be engaged by Company, if felt necessary, without affecting day to day rig operations.

**14.0 TRANSPORTATION OF MEN & MATERIAL AND WELLSITE STANDBY VEHICLE:**

- i) Contractor shall collect daily consumables from the company's designated places and transport these to well site by their own transport but limited to capacity of light truck only. Also collect all unused consumables and equipment/tools from well site and hand over same at company's designated places.
- ii) All tubular such as casings, tubing, cement, mud chemicals, HSD & LWC and any other equipment/material that Company representative decides to transfer for well operations shall be Company's responsibility. However, contractor shall extend all possible help like providing crane services etc.
- iii) During inter-location movement Contractor shall provide reasonable number of oil field trucks, trailers, cranes etc. for movement of equipment and materials. Contractor personnel shall plan the sequence of transfer with the consultation of Company representative for effective and speedy rig movement.
- iv) Company shall transport their crew by their own vehicle but Contractor shall transport their crew by their own means for to and fro to well site/any other place.
- v) Contractor shall provide a well site ambulance fully equipped with oxygen cylinder, stretcher, splinter, first aid box etc. to transfer injured personnel for any emergency/accident during operation time.

**15.0 FIRST AID & MEDICAL FACILITIES:**

- i) Suitable First aid medical service shall be provided by Contractor at well site. The Contractor shall make available at all times during entire contractual period sufficient quantity of first aid equipment & medicine to meet any emergency.
- ii) Medical Facilities: The Contractor shall arrange for first aid and medical emergency facilities & equipment including an ambulance on 24 hours basis at Contractor's cost.

**16.0 SECURITY:**

Company shall arrange security in all drilling/rig down & rig up wells for Company's materials & equipment. FIR shall be lodged by contractor for any theft from

well site or untoward incident at well site and copy of FIR shall be submitted to Company's Representative. Cost of lost materials will be on Contractor's account if FIR is not lodged.

**-END OF SECTION-I-**

**SECTION - II****SPECIAL CONDITIONS OF CONTRACT****1.0 DEFINITIONS:**

**1.1** In this 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 document 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 performances of its contractual obligations.
- c) "The work" means each and every activity required for the successful performance of the services described in Section IV of the tender document and under guideline of Section " III as set out hereof.
- d) "Company" means Oil India Limited (OIL) and its executors, successors, administrators and assignees.
- e) "Contractor" means the individual or firm or body incorporated performing the work under the contract.
- f) "Commencement Date" means the date in which the first well/drilling rig under this contract taken charge of by the Contractor (applicable in case of delay in mobilization only, otherwise as per Clause 1.1).
- g) "Site" means the location (s) where the services are to be carried out, duly approved by the company for the purpose of the contract together with any other places designated in the contract as forming part of the site.
- h) "Contractor's Representative" means such person or persons duly appointed by the Contractor thereof at site to act on contractor's behalf and notified in writing to the company.
- i) "Day" means a calendar day of twenty four consecutive hours beginning at 06.00 hrs and ending at 06.00 hrs on the next day.
- j) "Approval" as it relates to company, means written approval.



- k) "Facility" means and includes all property of company owned or hired, to be made available for services under this contract described in section IV which is or will be a part of the company.
- l) "Company's Base" means Duliajan/or subsequently changed place from where the equipment, spares, consumables etc. will be supplied/transported to the well site (location).
- m) "Certificate of completion" means certificate issued by the company to the contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by company.
- n) "Mobilization" means the deployment of specified personnel and Crane as per Company's requirement under this contract for drilling operations. Payment for mobilization will be made to the Contractor upon commencement of operation at the first well assigned to the Contractor.
- o) "Base camp" means the camp/hired accommodation where the Contractor's personnel shall reside for carrying out the operations. OIL shall not assume any responsibility towards selection of land, operation, maintenance etc. of camp/Accommodation.
- p) "Rig up" means, receiving of materials in new location and unloading of the same, placement/alignment of all tanks. Power packs, PCRs and all pumps & their hooking up, substructures, fixing and rigging up of mast after complete assembling. Rig up Company's sub-structure, mast at the present location and to make the rig ready for spud in the well after drilling mouse hole & rat-hole.
- q) "Spud" means starting of drilling after completion of rig up in a particular location.
- r) "Rig down" means (after completion of drilling in a present location and immediately after declaration for rig down) rig down of Mast, all Pumps, Tanks, all lines, Power packs, PCRs including disassembling of Mast & Sub-structure, and make ready to move to next location along with all other fittings, tubular and accessories. The loading of Rig Package on transport fleet provided by the company.
- s) "Utility services" means services to be rendered in case camp is set up by Company (OIL) for drilling Exploratory/Semi-exploratory wells at remote locations. The contractor shall provide the services of all kind as described in scope of work.
- t) "Break down maintenance" is defined as the repairing of any rig equipment or ancillaries for which operation is shut down and repairing of same can be attended at site.
- u) "Preventive Maintenance" is defined as the lubrication and routine check-up jobs for rig equipment & ancillaries.

- v) "BOP" is blow out preventer used for well control and shut the well in case of emergency.
- w) "PPE" is the personnel protective equipment required to use by each person while working in oil mines.
- x) "ILM" time is the time from declaring rig down in a particular well to spud of the next well.
- y) "IWCF" is International well control forum and their certificate is essential to work in oil & gas well.
- z) "NCTU" is nitrogen coil tubing unit
- aa) "NPU" is nitrogen pumping unit
- bb) "BHP" is bottom hole pressure

**2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.
- 2.2 **MOBILISATION TIME:** Contractor shall have to mobilize their personnel (complete crew) along with 40 MT (Minimum) Crane and other equipment at the first designated well site within 45 (Forty Five ) days from the date of issue of LOA. Contractor shall be intimated about the location of well after the issuance of LOA. The mobilization charge of crew and other equipment shall be payable when all the contractor's personnel along with Crane and other equipment are mobilized at operating site, duly certified by the Company's representative.
- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects shall be treated as date of Commencement of Contract.
- 2.4 **DURATION OF CONTRACT:** The contract shall be for a period of 04( Four) years from the commencement date. The terms and conditions shall continue until the completion/abandonment of the last well being drilled at the time of the end of the Contract.
- 2.5 **AREA OF OPERATION:** The area of the operation as planned is in Upper Assam, and mostly in the districts of Dibrugarh, Tinsukia and Sibsagar. The rig may also be moved to Arunachal as per OIL's operational programme.

**3.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

- 3.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period,

the Contractor shall be liable to pay liquidated damages @ 0.5% of 1st year contract value including mobilization cost per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.2 above.

- 3.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 3.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

**4.0 PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 7.5 % of estimated Contract Price for 1st year) valid till \_\_\_\_\_ towards performance security. ***(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)*** The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

## **5.0 OTHER CONDITIONS OF CONTRACT:**

### **5.1 CREW DEPLOYMENT PATTERN AND WORKING HOURS:**

Contractor shall engage crew as defined in Scope of work of the contract. The working hours for the rig operation shall be round the clock and in two 12(twelve) hourly shift. Necessary approval for 12 hours shift, if required, shall be obtained by the Contractor from the regional office of DGMS, Guwahati before start of operation.

- 5.2 Contractor shall issue PPE and dungarees to the drilling regularly to contractor's personnel and a register shall be maintained at well site with endorsement by employee and indicating date of issue/replacement etc.

- (i) The Minimum PPE schedule to be followed for the personnel employed under the contract but excluding the unskilled and additional manpower as follows:

Sl No	PPE	Quantity per person	Periodicity
1	Safety Helmet (DGMS approved)	01 No	03 Year
4	Safety Boot	02 Pair	01 year
3	Ladder hand gloves	01 pair at time	As and when required
4	Dungarees	02 (One half sleeve &	2 years

		one full sleeve)	
5	Other PPE	As required	As and when required
6	Safety Belt	As required	As and when required

- (ii) However when a PPE is damaged during its legitimate use, it shall be immediately replaced free of cost by the contractor.
- (iii) The above is the minimum requirement, however depending upon the risk, suitable protective equipment including respiratory protective equipment, eye protectors, ear protection gloves and aprons.
- (iv) Contractor shall at all times maintain a sufficient stock of PPE in order to ensure immediate supply as and when need for the same arises.
- (v) In the event of the contractor failure to adhere in providing the minimum PPE requirements of the personnel as set out in Clause 5.2 above, penalty on the Contractor shall be levied at the rate equivalent to the latest purchase rate by OIL.
- (vi) For unskilled and additional manpower PPE schedule to be followed –

Sl No	PPE	Quantity per person	Periodicity
1	Safety Helmet(DGMS approved)	01 No	03 Year
2	Safety Boot	01 Pair	01 year
3	Dungarees	02 (One half sleeve & one full sleeve)	2 years
4	Ladder hand gloves	01 pair at time	As and when required
5	Other PPE	As required	As and when required

### 5.3 SAFETY REGULATIONS & LABOUR LAWS:

Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out, and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills; BOP tests etc. as may be required at prescribe intervals.

- 5.3.1 The designated key person shall work as competent person on behalf of Installation Manager (Company representative) and shall be responsible for compliance of all safety rules and practices. Contractor shall maintain all records pertaining to safety regulation as per instruction of Company and shall update regularly for inspection by Mines authority time to time at well site.

### 6.0 GENERAL OBLIGATIONS OF CONTRACTOR:

- 6.1 The Contractor shall have to bear the responsibility for employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's operations with Oil India Limited (OIL). In case there is any disruption of work at the well site under such conditions, as

stated above, the Contractor will be paid at 'Zero' rate for first 24 (twenty four) hours of affected period beyond which penalty will be levied at proportionate operating day rate in addition to zero rate.

- 6.2 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam and Arunachal Pradesh for unskilled, semi-skilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract.
- 6.3 The contractor shall have his own PF Code No. as required under Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
- 6.4 The contractor shall periodically submit the monthly challans/receipts/ proof of provident fund deposited amount along with a list of his workers to Company's representative. The contractor shall be required to deposit contribution towards Provident fund or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to Company's representative in monthly basis failing which OIL will deduct from his bills the amount equivalent to such deductions with penalty as per the provisions of applicable act.
- 6.5 The contractor shall pay the wages to the workers engaged under the Contract latest by 10<sup>th</sup> of each month on regular basis complying to the rates as per the Minimum wages Act and as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.
- 6.6 Contractor shall comply statutory minimum labour wages, P.F. and bonus to his workers at the prevailing rates as fixed by statutory bodies.
- 6.7 The contractor shall issue wages slip every month to each worker as per the Government guidelines and pay the monthly wages to the workers through bank transfer to each individual workers bank account. Contractor must submit the monthly wages Bank statement/wages register statement to the Company along with their invoices.
- 6.8 The contractor must pay wages to his workers at the rate as quoted by him against the tender (Minimum) in the price break-up format. The payment should be made through on-line bank transfer to the worker. Bank details of the worker along with authorisation of the worker to deposit the wages in his account shall have to be submitted to Company at the time of mobilisation.
- 6.9 Contractor shall ensure deployment of personnel under the contract preferably from local area. Preference should be given to personnel who have experience of working with OIL for similar services.

## **7.0 GENERAL OBLIGATIONS OF COMPANY**

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

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

- 7.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 7.3 Perform all other obligations required of Company by the terms of the contract.
- 7.4 Security arrangement at well site camp shall be Company's responsibility.

**8.0 RECORDS, REPORTS & INSPECTION:**

Contractor shall keep and furnish to Company an accurate records of the jobs performed formation drilled on the daily drilling report form. A legible copy of said form in duplicate signed by both Contractor's and Company's representative shall be furnished by Contractor to Company.

- 8.1 It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its sub-contractors are employees or agents of Company provided, however, Company is authorised to designate its representative, who shall at all time have access to the Drilling Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor, the Contractor may treat Company's Representative for the time being at well site as being in charge of all Company's and Company designated personnel at well site. The Company Representative may, amongst other duties, observe, test, check and control implementation of drilling, casing, mud and testing programmes, equipment and stock, work performed by Contractor or examine records kept at well site by Contractor.
- 8.2 Contractor shall, at all time, allow the Company representative to inspect all works performed and witness and check critical operation such as well head testing etc. and measurements made by contractor's personnel. Contractor shall maintain and record accurate time break up of each operation and shall reflect in Drilling Progress Report (DPR). Contractor shall provide Company representatives detail of well report of preceding 24 hours in the morning 7 AM or as desired by Company representatives. The under mentioned operations are categorized as critical for direct supervision/ inspection by Company representative:
  - I Casing Running in and lowering casings with power tongs.
  - II Cementing operation and cement cleaning operation
  - III Mud engineering services
  - IV Setting of slip seal assembly
  - V Testing of BOP and other equipment, BOP drills
  - VI Milling operation
  - VII All types of fishing operation
  - VIII Wire line logging operation
  - IX Engaging/disengaging of any down hole equipment
  - X Any other miscellaneous jobs at the discretion of the company, such as, cement squeezing, perforation etc.
  - XIII Scheduled maintenance of all equipment
  - XIV Production testing operation
  - XV Rig up and rig down of mast.

**9.0 ACCOMMODATIONS:**

- 9.1 Accommodation shall not be provided to contractor personnel by the company at well site. Contractor shall arrange their own accommodation for their crew at base camp in Duliajan, Moran or Arunachal Pradesh if necessary.
- 9.2 The base camp for contractor personnel in Assam & NE States shall be entirely Contractor's responsibility. Safety and security of the contractor's personnel at any camp(s) including compliance of fire hazard & regulation will be contractor's sole responsibility. Hygienic maintenance of toilets as well as catering services also will be the responsibility of Contractor.
- 9.3 Maintenance of the bunk houses including its surrounding and toilet & bath facilities shall be the responsibility of Contractor.

**10.0 CATERING SERVICES:**

- 10.1 The catering, supply of drinking water to the contractor's personnel whether at their base camp and work site shall be the responsibility of the contractor. Hygiene food & drinking water shall have to be provided to the Contractors personnel as per their requirement at all times. Contractor shall have to provide catering services to Company's personnel as and when required on chargeable basis

**11.0 WORK CULTURE:**

Contractor personnel shall carry out operations hereunder with due diligence and in safe and workman like manner according to good international oilfield practice. They shall maintain strict discipline and good conduct among themselves at work place.

**12.0 EFFLUENT DISPOSAL/MUD/WATER LINES:**

All laying/repair of lines and hooking up operation for supply/disposal of water, mud and effluent to the various distribution points within the well plinth shall have to be done by the Contractor. Company shall make & maintain effluent disposal line to nearby central pit, water lines from well site to nearby source water station and mud line from well site to nearby mud plant. However, contractor shall monitor leak/damage of lines maintained by company and shall inform immediately for repair.

**13.0 REQUIREMENT OF TOOLS & EQUIPMENT:**

- 13.1 The well programme shall generally be made available to the Contract in advance; accordingly Contractor shall workout the requirement of surface equipment / tools for the various stages of operation in a particular well in advance and shall inform such requirement to company representative. Additionally, day-to-day consumables, spares and other well requirements shall have to be indicated to the Company's authorized representative at least 24 hours' notice prior to requirement.

- 13.2 **HAND TOOLS:** All necessary major tools will be supplied by the Company for Contractor's use. However, small tools like pipe wrenches, hammer, slide wrenches, small spanners, and screwdrivers, measuring instruments like multi meter, line tester, measuring tapes (2m & 30m) shall have to be arranged by the Contractor.

**14.0 ADVERSE WEATHER & PERIL:**

- 14.1 Contractor, in consultation with Company shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Drilling Unit and personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives for the time being at well site will not act unreasonably in the exercise of the clause.
- 14.2 The Contractor shall report to Company and evidences if identified which may indicate or is likely to lead to an abnormal or dangerous situation at the earliest opportunity, and immediately take the first emergency control steps.
- 14.3 In the event of difficulty which precludes either testing ahead under reasonable condition or performance of any other operation planned for a well, Contractor may suspend the work in progress and shall immediately notify Company and in the meantime exercise all reasonable efforts to overcome the difficulty, ensuring the safety of the well operation, personnel and equipment.
- 14.4 **AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME:**

Contractor shall carry on normal round tripping, completion, abandonment and any and all other associated operations including but not limited to rig down, assist in rig move etc, in accordance with the well drilling before commencement of the rig operation which may be amended from time to time by reasonable modification as Company deems fit and in consultation with Contractor.

**15.0 APPROVAL OF MANPOWER:**

Contractor shall have to obtain prior approval from the Company before deployment of personnel in the rig. Applications seeking approval shall have to be submitted by the contractor at least one month ahead of proposed date of deployment. All applications shall be submitted to Chief General Manager (Drilling Services) and shall be forwarded to concerned department for scrutiny. Contractor shall not deploy man power in the mine without formal approval letter signed by Mines manager. Contractor shall not swap manpower approved for two different contracts under the same contractor without prior approval.

- 15.1 The following documents shall have to be submitted along with the letter seeking approval.
- a. Bio-data of the candidate with photograph.



- b. Photo copy of relevant pass certificates and other proficiency certificate as required under Clause No. 3.2 of contract (Scope of work) (original to be produced on demand).
- c. Copy of experience certificates (original to be produced on demand).
- d. Undertaking from Contractor's personnel for not claiming employment or any service benefit available to Company's employee as per format given.

**Note:**

- Once the manpower for the Service is approved by OIL, the Contractor has to issue appointment letters to all the personnel as per the Contract labour act.
- Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.
- During the currency of the contract, if any of the key personnel is to be replaced; the incumbent must be approved ones under the same contract or must get approved fulfilling all the criteria of contract agreement. As soon as the term or period of the contract expires, accordingly the approval of personnel will also get expired or terminated.

**16.0 TEMPORARY PAUSE OF OPERATION:** Company may suspend operation of Contractor temporarily, at its own discretion but Contractor shall be served at least 1(one) month notice for demobilization within the period of contract. Contractor shall have to remobilize on receipt of Company's notice within 1 (one) month. Contractor shall not be paid any demobilization charges; however, charges for remobilization shall be paid to contractor on resuming operation after temporary pause. Temporary pauses of operation under this agreement may be any number of times within the contract period.

**17.0** The Contractor shall carry out the operations in drilling wells 7 days a week and 24 hours a day (round the clock) in compliance to drilling program of the Company, which will be supplied to them prior to commencement of operations in each well. However, contractor may be permitted by the company to work for less duration than 24 hrs/day (more or less than 12 hrs per day) during ILM period when no electric power is available. Operations under the contract shall be 02 (Two) shift of 12 Hrs each. All the crew member as defined in clause 3.0 of 'scope of work' of the contract shall have to be available in each shift.

**18.0** The Contractor shall be responsible for arranging relief of personnel during vacations, statutory off days, sickness etc. entirely at their cost. The relief personnel also must have the similar experience and the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor.

**19.0** Providing proper safety appliances such as safety boots, helmets, hand gloves and protective clothing etc. to their employees shall be Contractor's responsibility along with the display of statutory sign boards in well site as per Mines Rules as

supplied by Company. In case operation is shut down due to objection raised by safety audit on non-compliance, it shall be Contractor's responsibility to comply with all safety requirements and no operating rate will be applicable for payment during such shut down period.

- 20.0** The Contractor will have to ensure that the statutory off days are given to Contractor's personnel and that the personnel are not engaged continuously for a prolonged period which amounts to violation Mines Act.
- 21.0** Company shall assist contractor in obtaining all security/entry passes into the Company's Industrial and operational Area, whenever required by the Contractor's personnel in connection with the contract. However Contractor shall fulfill all necessary formalities including liaisoning with Company/CISF in this regard as per norms of the Company/CISF.
- 22.0** It will be the responsibility of the Contractor to obtain restricted area permit/Assam entry permit/Inner line permit for Contractor's personnel (the Company will assist to the extent possible) for entering into NE states of India.
- 23.0** Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 24.0** All supervisory staff rig personnel and other manpower engaged by the Contractor shall have to be Indian Nationals and Contractor shall deploy local people, wherever possible, for un-skilled personnel under the contract.
- 25.0** Company reserves the right to instruct Contractor for removal of any Contractor's personnel for:
- (a) Misbehaviour, indiscipline and for misdemeanour And/Or,
  - (b) For technical incompetence and for not rendering the services faithfully And/Or,
  - (c) For indulging in canvassing against Company in press/other media And/Or,
  - (d) For leaking information about Company operations to outside parties.
- 25.1** The Contractor shall replace undisciplined personnel under clauses (a) & (b) above within period of 24 hrs. However, 3 day's notice shall be served by Company to replace undisciplined personnel under clause (c) & (d) above.
- 25.2** Further, the replacement for these personnel shall be completed as per specified time period as mentioned in above para from the date of receipt of instruction from the Company and at the cost of the Contractor. The continuity of operation shall not be disrupted on this account, till such time the replacements are arranged. However, the Deficiency Clause of the Agreement shall be applicable.
- 26.0** The rig instruments which will be provided to the Contractor as ancillaries of the rig package either with the rig or separately during the contractual period, has to be installed and maintained accordingly by the Contractor. All charts and reports obtained from such instruments are to be kept ready for all the operations and

should be made available to the Company as and when will be asked for scrutiny. Charts and other stationers for the instruments will be provided by the Company on time to time requisition by the Contractor.

- 27.0** The Contractor will be responsible for all transportation of his personnel from their place of origin to their base at Duliajan and back. However, the Contractor will also be responsible for all transportation facilities of his personnel including movement to work site from wherever they stay. The Company shall not render any type of transportation to Contractor's personnel at any time. The Contractor will have to keep a Ambulance at well site on all working days to meet any emergency.
- 28.0** Contractor shall provide own identity cards for their personnel engaged under the contract. Person(s) not having identity cards shall be treated as unauthorized person(s) and shall not be allowed to perform duty.
- 29.0** The Bidder/Contractor understands that minimum wages may increase from time to time as notified by statutory authority and undertakes that Contractor shall not make Company liable to reimburse Contractor for such statutory increase in wage rates of the labours/workers appointed by the Contractor during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. Bidder shall bid after considering this increase in wage rates for the entire period of Contract including extension provision. The Contractor further undertakes that he/she/they will pay his/her/their workers the increased wages as notified under the Minimum Wages Act from time to time and such statutory or any other increase in the wages rates of contract labour deployed by the Contractor shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.
- 30.0** In the event of the rig or its components, ancillaries, equipment etc. supplied by the Company to the Contractor are damaged/lost due to the carelessness/negligent handling by the Contractor's personnel, the Contractor will be liable for such damages on the basis of the Company's estimated cost of replacement as reduced by any insurance claim which may occur to the Company plus 7% towards handling charges on the cost of such replacement. If the operation is held up for such damages/loss, Zero rate shall be applicable till such time operation is restored.
- 31.0** If the Contractor fails to provide manpower per shift as per the 'Scope of Work' of the contract, the Company reserves the right not to allow the Contractor to carry out operations, and no payment will be made for the affected day(s). Moreover, the Contractor shall be liable to pay damages for the same number of non-working hours/day) as per deficiency clause & sub clauses. If such incidents happen twice in a month, the contract is liable to be terminated at the discretion of the Company.
- 32.0** The Company shall provide adequate security personnel, however, it shall be the primary responsibility of the Contractor to ensure that the equipment and materials at site are properly secured against theft, pilferage etc.

**33.0** Contractor has to take up necessary jobs for providing power and water supply and maintenance of the well site office for both Contractor's & Company's.

**34.0** The Contractor shall also have to comply with all types of labour wages rates applicable in Assam & North Eastern States for unskilled, skilled, semi-skilled and highly skilled, labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract. Any statutory escalation on labour wages will have to be on Contractor's account.

**35.0** The Contractor should inspect thoroughly the complete rig package before/during taking over charge. After inspection the Contractor should submit a report to the Company. If certain items are not found satisfactory on assessment by the Contractor; the same should be intimated to the Company and Company in turn will take the necessary action for repair/ replacement at the earliest.

**36.0 PREVENTION OF FIRE AND BLOW-OUTS:**

36.1 Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent fire and blowouts. The Contractor should be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor will inform the Company's Representative about the well condition and finally well will be killed after discussion with the Company's Representative.

36.2 Contractor crew shall have to be conversant with fire fighting equipment available at well site and shall be capable of use such fire fighting equipment to douse fire at well site in emergency.

**37.0 COMPANY'S RIGHT TO TAKE OVER:** In the event, the Company is justifiably dissatisfied with Contractor's performance during the drilling of any well hereunder on account of unreasonably slow progress or incompetency as a result of cause reasonably within the control of the Contractor, the Company shall give the Contractor written notice in which it shall specify in detail the cause of its dissatisfaction. Should the Contractor, without reasonable cause, fail or refuse to commence remedial action within one (1) day of receipt of the said written notice, the Company shall have the right but not obligation to take over the specific operations, where the Contractor has failed to perform, till such time the Contractor commences remedial action. During the period of any such take over, the entire cost of operation carried out by the Company will be deducted from the Contractor's payment, in addition to imposing penalty as applicable as per the contract for the Contractor's failure.

**38.0 DEFICIENCY:**

38.1 **Key Personnel:** Provision of adequate manpower of required skill for carrying out all operations with due diligence, in a safe, decent manner and in accordance with accepted international oilfield practices is the essence to the contract. In case of Contractor's failure to provide adequate numbers of efficient manpower particularly in respect of the key personnel as per the standard deployment

pattern as set out in clause 3.0 of scope of work, penalty shall be levied to contractor at the following rates:

<b><u>Sl. No.</u></b>	<b><u>Deficiency of Key Personnel</u></b>	<b><u>Penalty</u></b>
1	Tool Pusher	10% of the operating day rate shall be deducted for the period of non-availability
2	Tour Pusher/Night Tool Pusher	10% of the operating day rate shall be deducted for the period of non-availability
3	HSE Cum Liason Officer	7.5% of the operating day rate shall be deducted for the period of non-availability
4	Driller	5% of the operating day rate shall be deducted for the period of non-availability
5	Asstt. Driller	3% of the operating day rate shall be deducted for the period of non-availability
6	Each Derrick Man/Top man	3% of the operating day rate shall be deducted for the period of non-availability
7	Each Floormen/Rigman	2% of the operating day rate shall be deducted for the period of non-availability.
8	Mechanic-pump	5% of the operating day rate shall be deducted for the period of non-availability
9	Asst. Mechanic-pump	3% of the operating day rate shall be deducted for the period of non-availability
10	Mechanic-ICE	5% of the operating day rate shall be deducted for the period of non-availability
11	Asst. Mechanic-ICE	3% of the operating day rate shall be deducted for the period of non-availability
12	Electrical Supervisor/Jr. Engr – Electrical.	7.5% of the operating day rate shall be deducted for the period of non-availability
13	Rig Electrician	5% of the operating day rate shall be deducted for the period of non-availability
14	Mud Attendant	7.5% of the operating day rate shall be deducted for the period of non-availability
15	Welder	5% of the operating day rate shall be deducted for the period of non-availability

**Notes:**

1. The above rates are applicable for the first five days. In case more than one key personnel are not available at a time, penalty shall be applicable for each key personnel not available during the period.
2. Beyond 5 days, the penalty shall be applicable at double the rates mentioned above for each day for non- availability of any key personnel.

3. Further, contractor shall be paid zero rates if Company decides not to continue operation without the above key personnel and operation is suspended for non-availability of key-personnel.
  3. In case of absence of reliever for any emergency reason, contractor should apply with proper justification for approval and the absent period should not be more than 7 days. This type of absence should not be more than 8 times throughout the contract period. If absence period of reliever is more than 7 days then penalty shall be levied to the contractor for the absent person as per clause No: 38.0. Again, such type of absence is more than 8 times throughout the contract period, then penalty shall be levied to the contractor for the absent person from the first day of absent as per clause No: 38.0
- 38.2 **Unskilled Personnel:** Contractor to note that, other than the skilled key personnel Contractor has to provide as per the list in Clause 3.0 of Scope of work, adequate numbers of unskilled personnel. The non-availability of such unskilled personnel during any shift shall be subjected to a deduction of Rs. 1000/- per man per day.
- 38.3 **PPE:** In the event of non-compliance of statutory provisions and safety appliances, the company will have the right to ask the contractor to suspend work immediately and no payment shall be made by the Company till such time the contractor comply with the same. Company reserves the right to supplement the requirement of PPE for Contractor's personnel subject to availability to continue operation. However, Contractor shall have to pay at the rate fixed by Company.
- 38.4 **Delay in ILM:** Timely completion of ILM is the essence of the contract. ILM for a distance of 30 (thirty) km shall have to be completed by Contractor within 12(twelve) days. For excess kilometerage, the time allowed shall be in proportions of 1 (one) day for each 30 km or part thereof. The time of reckoning is declaring of rig down in a particular well to spud of the next well. The ILM charge shall be discounted by 5% of total cost for ILM charge for each day's delay beyond the stipulated days, payable for that particular rig movement.
- 38.5 **Crane services:** Zero rate of the crane shall be payable for shut down period of the crane as certified by Company. If rig operation remains shut down due to non-availability of the crane, zero rate shall be payable for the day rate of crew(man-power) as well as for crane. If Company decides to continue operation without the service of Contractor's crane, 80% of day rate for crew shall be payable. However, no payment shall be made during shut down period for the crane.
- 38.6 **Break down:** Proper Check-up/maintenance/lubrication of Company's equipment and machineries as per Company's maintenance schedule and procedure are the essence of the contract. Zero rates shall be applicable for entire period of shut down if cause of break down is attributed to Contractor's negligence and deficiency.

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

- a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's or Company's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.
- b) Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination. However settlement of claims against noise pollution/water pollution arising out of Company's equipments shall be the responsibility of Company, if the said pollution is not caused due to negligence of Contractor. Otherwise the claims shall have to be settled by the Contractor. Contractor at all times shall try to minimize water and noise pollution arising out of Company's equipments.
- c) In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.

**-END OF SECTION-II-**

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

**SUB: SAFETY MEASURES**

**Description of service:**

**Hiring of MMC service for Drilling Water Disposal Wells (WDW) for a period of 04 (Four) years.**

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 MMC service for Drilling Water Disposal Wells (WDW) for a period of 04 (Four) years."** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 - Commitments of the Principal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 - Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

#### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

**Section: 8 - External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the

'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

**Section: 9 - Pact Duration**

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

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

**Section: 10 - Other provisions**

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

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

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

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

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.

Date .



**BID FORM**

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

**Sub: IFB No. CDO7190P18**

*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 \_\_\_\_\_ 2018.

**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  
CGM (CONTRACTS)  
OIL INDIA LIMITED  
P.O. DULIAJAN-786602  
Assam, India**

Sir,

**SUB: OIL's IFB No. CDO7190P18**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO7190P18** for **Hiring of MMC service for Drilling Water Disposal Wells (WDW) for a period of 04 (Four) years.**

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

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

**Signature of Bidder:** \_\_\_\_\_

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

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

**PROFORMA LETTER OF AUTHORITY**

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

Dear Sir,

**SUB: OIL's IFB No. CDO7190P18**

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. **CDO7190P18** for **Hiring of MMC service for Drilling Water Disposal Wells (WDW) for a period of 04 (Four) years** 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 shall ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch 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 shall ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch 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 03 (Three) 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 relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

**9.** Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./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

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

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

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

**DESCRIPTION OF WORK/SERVICE:** Hiring of MMC service for Drilling Water Disposal Wells (WDW) for a period of 04 (Four) years.

**E-TENDER NO. CDO7190P18**

<b><u>NAME OF BIDDER</u></b>								
<b><u>Bidder's GST No.</u></b>								
<b><u>SAC/HSN Code</u></b>								
<b><u>Select the benefit sought under the Policy ( Use Drop Down List )</u></b>								
<b>Item No.</b>	<b>Description of Services (For detailed description of Services Refer SOQ)</b>	<b>UOM</b>	<b>Estimated Quantity</b>	<b>Rate (Rs.) Excluding GST</b>	<b>Applicable GST Rate in %</b>	<b>Applicable GST (Select from Drop Down List)</b>	<b>Amount (Rs.) Excluding GST</b>	<b>Amount (Rs.) Including GST</b>
			<b>A</b>	<b>B</b>	<b>C</b>		<b>D = A * B</b>	<b>E = D+(D * C%)</b>
10	Mobilization Charge for personnel and crane	LSM	1				0.00	0.00
20	Operating Day Rate for personnel	DAY	1077				0.00	0.00
30	ILM Charge move up to 30 KM	LSM	32				0.00	0.00
40	KM Charge when ILM is in excess of 30 KM	KM	800				0.00	0.00
50	Operating Charge for Crane	DAY	1077				0.00	0.00
60	Charges for Catering Services	NO	4000	400.00	18.00%	CGST+SGST	1600000.00	1888000.00
70	Re-Mobilization Charge for personnel and crane	LSM	4				0.00	0.00
<b>Total (Rs)</b>							1600000.00	1888000.00

**NOTE:**

1. Bidders need not quote for charges for catering services and shall be Rs. 400.00 per day per person. However the total contract cost of the contract shall be inclusive of amount for catering charges.
2. The rig will operate for 365 days in a year on 24 hrs. basis.
3. The rates quoted above should be inclusive of all statutory liabilities but exclusive of GST which will be to OIL's account.
4. It may clearly be noted that the requirement indicated above are purely for evaluation purpose only and the actual requirement may vary. Payment will however be made at actual.
5. Bidders are required to submit price break-up of the quoted operating day rate for personnel as per the format provided in the bid document. Offer without Price break-up and with prices not conforming to the minimum-wage act rates shall be rejected outright.

**E-TENDER NO. CDO7190P18**

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) & Custom Duty 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 **(NOT APPLICABLE FOR THIS TENDER).**
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. Period of Contract : 04 (Four) years.
11. Mobilisation Period: 45 (Forty Five) days from the date of issue of LOA.
12. Bidders are required to submit price break-up of the quoted Operating Day Rate as per the format provided. Offer without Price break-up or with prices not conforming to the minimum-wage act rates shall be rejected outright.

## CALCULATION OF LOCAL CONTENT-SERVICES

Proforma BB(PP-LC)

E-TENDER NO. CDO7190P18

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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- 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.
- Refer to ITB for Detail of PP-LC.



**TECHNICAL EVALUATION SHEET FOR BEC**  
**TENDER NO. CDO7190P18**

**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 <u>BID EVALUATION CRITERIA (BEC)</u></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><u>1.1 FINANCIAL CRITERIA</u></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. 3,57,08,350.00 (Rupees Three Crore Fifty Seven Lakhs Eight Thousand Three Hundred fifty only).</b>			
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**  
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		<p>(i) Audited Balance Sheet along with Profit &amp; Loss account. OR</p> <p>(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in 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><u>1.2 TECHNICAL CRITERIA</u></b>					
5	<b>1.2.1</b>	<p>The bidder must have experience of providing complete man-management services for operation of Drilling or Work-over rigs to OIL/ONGC/E&amp;P companies of minimum amount of <b>Rs 3,57,08,350.00 (Rupees Three Crore Fifty Seven Lakhs Eight Thousand Three Hundred fifty only)</b> either through Man-Management service contract or through Charter Hire Rig contract under single contract during last 07 (Seven) years to be reckoned from the original bid closing date.</p>			

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		<p>Necessary documents to substantiate the same must be forwarded along with the technical bid.</p> <p style="text-align: center;"><b>OR</b></p> <p>The bidder must have a minimum of 02 (Two) years continuous experience of providing minimum 01 (One) no. complete Man-Management services for operation of Drilling or Work-over rig to OIL/ONGC/E&amp;P companies either through Man-Management service contract or through Charter Hire Rig contract during last 07 (Seven) years to be reckoned from the original bid closing date. Necessary documents to substantiate the same must be forwarded along with the technical bid.</p>			
6	<b>Note to BEC clause 1.2.1</b>	<p><b><u>Notes to BEC Clause 1.2.1 above:</u></b></p> <p><b>a.</b> The bidder must confirm the following in their bid:</p> <p style="padding-left: 40px;"><b>i)</b> To provide experience and qualified personnel. The qualification and work experiences of key personnel to be deployed by the bidder must be in accordance with the requirement as per the Clause 2.0 (UNDER SCOPE OF WORK). The complete Bio-data of the key personnel to this effect must be submitted for OIL'S approval and clearance at the time of deployment.</p> <p style="padding-left: 40px;"><b>ii)</b> To quote for full service as laid down in TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS/DETAILS OF SERVICES.</p> <p><b>b.</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><i>Job Completion certificate/Gross Payment Certificate along with contract copy/work order/LOA etc.</i></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</p>			

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		<p>Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.</p> <p><b>c.</b> 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.</p> <p><b>d.</b> Following work experience will also be taken into consideration:</p> <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> <p>Proof of work experience against Para d. above, to satisfy a. similar work b. Minimum prescribed Value/Qty c. Prescribed 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</li> </ol>			
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**TECHNICAL EVALUATION SHEET FOR BEC**  
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		Registration Number).			
		<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.			
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			

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		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>	Bidders shall have to submit price break-up for their 'Day Rate charge' as per the provided format (IA) complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Bids without "Price break-up" and with Price break-up with un-realistic price not conforming to the minimum wage act shall be rejected.			
15	<b>1.11</b>	<p>Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding GST (CGST &amp; SGST/UTGST or IGST) as per Price Bid Format for 04 (Four) years.</p> <p>Total ESTD. Contract cost for MMC service for WDW well including all taxes &amp; duties except GST which shall be extra to OIL.</p> <p><b><math>T = TM + TODR1 + TILM1 + TILM + TODR2 + TRM + TC</math></b></p> <p>where,</p> <p>i) Total Mobilization charges of personnel and Crane, Lumpsum, <math>TM = M</math>.</p> <p>ii) Total Operating day rate charge for personnel, <math>TODR1 = ODR1 \times 1077 \text{ Days}</math> [Total days less ILM days in 04 (Four) years (384 days, considering 08 ILM in 01 (One) year and 12 (Twelve) days for each ILM).</p> <p>iii) Total Inter-location move charge up to 30 KM, <math>TILM1 = ILM1 \times 32</math> (considering 08 ILM in 01 (One) year i.e., 32 nos. for 04 (Four) years).</p> <p>iv) Total Kilometerage charge when the ILM is in excess of 30 Km, <math>TILM = ILM \times 800</math> (considering 200 KM in 01 (One) year i.e., 800 KM for 04 (Four) years.</p>			

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		<p>v) Total Operating charge for Crane TODR2 = ODR2 x 1077 Days [Total days less ILM days in 04 years (384 days, considering 08 ILM in 01 (One) year).</p> <p>vi Total Re-mobilization charge for personnel and Crane, Lump sum TRM = RM x 04 (Considering 01 (One) Re-mobilization in 01 (One) year).</p> <p>vi) Total Charges for catering services per person TC = 400 x 4000.</p> <p><b>NOTES:</b></p> <p>(i) The above items/activities are as defined in 'Scope of Work' and 'Schedule of Rates and payment' of the tender.</p> <p>(iii) The quoted charges and total cost of the contract should be exclusive of GST, which shall be to Company's (OIL) account.</p>			
16	<b>1.13</b>	<p><b>1.13 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)</b></p> <p>1.13.1 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>.</p> <p>1.13.2 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.</p>			
17	<b>1.14</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</p>			

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		OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.			
18	<b>1.15</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>1.16</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>1.17</b>	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			

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

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.			



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26	<b>2.6</b>	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.			
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>(i) Firm price</li> <li>(ii) EMD/Bid Bond</li> <li>(iii) Period of validity of Bid</li> <li>(iv) Price Schedule</li> <li>(v) Performance Bank Guarantee/Security deposit</li> <li>(vi) Delivery/Completion Schedule</li> <li>(vii) Scope of work</li> <li>(viii) Guarantee of material/work</li> <li>(ix) Liquidated Damages clause</li> <li>(x) Tax liabilities</li> <li>(xi) Arbitration/Resolution of Dispute Clause</li> <li>(xii) Force Majeure</li> <li>(xiii) Applicable Laws</li> <li>(xiv) Specifications</li> <li>(xv) 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.			

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32	<b>2.12</b>	Bid received with validity of offer less than 120 (one hundred twenty) 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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