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Report ID: GEM/GARPTS/26072022/2TKJ02HLGP6Z

Report Name: Geophysical and Geotechnical Investigation surveys for Offshore Block

Generated By: Swarup Majumder , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 26/07/2022

Valid till: 25/08/2022

GeM Availability Report and Past Transaction Summary

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

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

1. Search String: Hiring of Geophysical and Geotechnical Investigation surveys for Offshore Block

Search type: Service

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

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

(FORWARDING LETTER)

NOTICE INVITING TENDERS

NATIONAL COMPETITIVE BIDDING

Sub: IFB No. CEI1059P23 for ‘Hiring of Geophysical and Geotechnical Investigation surveys for Offshore Block KG/OSDSF/GSKW/2018’

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Kakinada is presently entrusted to coordinate activities related to exploration and production of oil and natural gas from the Krishna Godavari onland and offshore, Mahanadi onland, Andaman offshore and Kerala-Konkan offshore basins in India. The Project Office of OIL at Kakinada is well connected by road, rail and air.

2.0 In connection with its offshore operations in Krishna - Godavari Basin, OIL invites National Competitive Bids (NCB) from competent and experienced contractors through OIL’s e-procurement site for **‘Hiring of Geophysical and Geotechnical Investigation surveys for Offshore Block KG/OSDSF/GSKW/2018’**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. Interested and eligible contractors are invited to submit their most competitive bids on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	IFB No. /E-Tender No.	:	CEI1059P23
b)	Type of Bidding	:	Online Indigenous e-Tender: Single Stage-Two Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.

e)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
f)	Price Bid Opening Date & Time	:	Will be intimated to the eligible/qualified Bidders nearer the time.
g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of Executive Director (KGB&BEP), Oil India Ltd., KG Basin Project D.NO.11-4-7, Nookalamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India
i)	Bid Validity	:	120 (One Hundred Twenty) days from Bid Closing date.
j)	Mobilization Time	:	Within 45 days from the date of issue of Letter of Award (LOA) / Mobilization notice, whichever is later.
k)	Bid Security Amount	:	Not applicable
l)	Bid Security Validity	:	Not applicable
m)	Amount of Performance Security	:	3% of annualized total estimated contract value.
n)	Validity of Performance Security	:	Up to 3(three) months from date of completion of Contract.
o)	Location of job	:	Contract Area in offshore KG Basin viz: Block KG/OSDSF/GSKW/2018
p)	Duration of the Contract	:	03(Three) years from the date of commencement of contract and may be extendable up to one (1) year on the same rates, terms and conditions at OIL's option.
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 30.0 of Part-3, Section-I (General Conditions of Contract).
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Bids to be addressed to	:	Executive Director (KGB&BEP), Oil India Ltd., KG Basin Project D.NO.11-4-7, Nookalamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India

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 Organization's Name and Encryption**

certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

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

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

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

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

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

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

3.4 The link for OIL’s E-Procurement Portal is available on OIL’s web site (www.oil-india.com).

4.0 IMPORTANT NOTES:

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the Contract within the time specified in the Bid Document, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/Contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the Contract or after expiry of the Contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/Contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Proforma-M** should be submitted along with the technical bids.
- iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- v) Bid should be submitted online in OIL's E-procurement site up to 01.00 PM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the ED(KGB&BEP) in presence of the authorized representatives of the bidders.
- vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" **Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

RFX Response Number 60037504 RFX Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFX Response Version Number Active Version RFX Version Number 1

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

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

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

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

Notes:

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

ix) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is "No price"**, the Price Bid is invited against the tender through attachment form under "Notes & Attachment". In such tenders, Bidders must upload their pricing as per the **"Price Bid Format – Proforma-B"** under **"Notes & Attachment"** and additionally fill up the **on-line field "Total Bid Value"** under **"RFX Information"** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

Create RFX Response

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close

RFX Response Number: 60038748 RFX Number: 1395 Status: In Process
 RFX Owner: BHARALI Total Value: 0.00 INR

RFx Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐ ☐

Total Bid Value:

Callouts:

- Bidder to select the currency of the Response
- "Total Bid Value" is mandatory in "No Price"
- "Total Bid Value" considering all the

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

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

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

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

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

6.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority

[Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

6.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

6.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

6.4 The beneficial owner for the purpose of para 6.3 above will be as under:

6.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

6.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

6.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

6.4.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

6.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.

6.7 Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during Contract execution.

7.0 OIL now looks forward to active participation of service providers in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(SWARUP MAJUMDER)
(Sr. MANAGER-C&P (KGB))
for **EXECUTIVE DIRECTOR (KGB&BEP)**

Date: 26.07.2022

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

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.

It is advisable that the bidder should carry out reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

1.0 Eligibility of the bidder:

1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 Bid Documents:

2.1 The services required, bidding procedures and Contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- a) A Tender Forwarding Letter
- b) Instructions to Bidders, (Part-1)
- c) Bid Evaluation Criteria, (Part-2)
- d) General Conditions of Contract, (Part-3, Section-I)
- e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- f) Special Conditions of Contract, (Part-3, Section-III)
- g) Schedule of Rates, (Part-3, Section-IV)
- h) Estimated CIF value of items at the time of import, (Proforma-A)
- i) Price Schedule Format, (Proforma-B)
- j) Bid Form, (Proforma-C)
- k) Statement of Non-Compliance, (Proforma-D)
- l) Bid Security Declaration (Proforma-E)
- m) Performance Security Form, (Proforma-F)
- n) Sample Contract Form (Proforma-G)
- o) Proforma of Letter of Authority (Proforma-H)
- p) Authorisation for Attending Bid Opening (Proforma-I)
- q) Annual Turnover & Net worth Certificate (Proforma -J)
- r) Safety Measures (Proforma – K)
- s) Integrity Pact (Proforma-L)
- t) Undertaking of authenticity of information/documents submitted (Proforma-M)
- u) Certificate of Compliance of Financial Criteria (Proforma-N)

- v) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-O)
- w) Undertaking by TPI (Proforma-P)
- x) Proforma of performance Bank Guarantee for supporting company (Proforma-Q)
- y) Undertaking towards Purchase Preference (Proforma-R)
- z) Other Annexures, Appendices, Exhibits & Checklists.

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

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

3.0 Transferability of bid documents:

3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 Amendment of bid documents:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 Preparation of Bids

5.1 Language of Bids:

5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

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

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

5.3 Documents comprising the bid:

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

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

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

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

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

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

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

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

6.0 Bid Form:

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

7.0 Bid Price:

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties (except basic customs duty on imported items for whose exemption necessary recommendations letters shall be issued by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Entry Tax (if applicable) etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the Contract as per rules of the country shall be borne by the bidder.

8.0 Currencies of bid and payment:

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

9.0 Documents establishing bidder's eligibility and qualifications:

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

- 10.0 Bid Security:** Not applicable, however bidders shall submit along with their bid a signed "Bid Security Declaration".

11.0 Deleted

12.0 PERIOD OF VALIDITY OF BIDS:

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

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

13.0 Signing & submission of bids:

13.1 Signing of bids:

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

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

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

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

13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.

13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

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

13.2 **Submission of bids:**

The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to Executive Director, Oil India Ltd., KG Basin Project, D.No.11-4-7, Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Power of Attorney for signing of the bid digitally.
- c) Any other document required to be submitted in original as per bid document requirement.

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

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

13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

14.0 DELETED

15.0 Deadline for submission of bids:

15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

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

15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 Late Bids:

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

17.0 Modification and withdrawal of bids

17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment from participation in future tenders of OIL and bidder shall be put in the Holiday List as per Company's Banning Policy.

18.0 Extension of bid submission date

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

19.0 Bid opening and evaluation

19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter

(as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

19.4 At Bid opening, Company will announce the Bidder's names, written notifications of Bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.

19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

20.0 Opening of priced bids

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

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

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

21.0 DELETED

22.0 Evaluation and comparison of bids

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

22.1 Discounts / rebates

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

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

23.0 Contacting the company

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

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

24.0 Award of Contract

24.1 Award criteria

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

25.0 Company's right to accept or reject any bid

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

26.0 Notification of award

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

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

27.0 Performance security:

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

27.1 Failure of the successful Bidder to comply with the requirements of **clause 27.0 and/or 28.0 below** shall constitute sufficient grounds for annulment of the award and forfeiture of the Performance Security, if any submitted. In such an eventuality, the party shall be put in the Holiday List as per Company's Banning Policy.

28.0 Signing of Contract

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

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

28.3 In the event of failure on the part of the successful Bidder to sign the Contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

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

29.0 Credit facility

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

30.0 Mobilisation and advance payment:

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

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

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

31.0 Integrity pact:

31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-L of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

31.1.1 In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

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

- a. Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries & Public Enterprises,
E-mail: sutanu2911@gmail.com
- b. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture; E-Mail: rudhra.gangadharan@gmail.com

c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, E-mail: Ops2020@rediffmail.com

31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the Contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

32.0 Local conditions:

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

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

33.0 Specifications:

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

34.0 Site Visit:

The Bidders, at their own cost, responsibility and risk are encouraged to visit and examine the site of work and its surroundings to understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to submitting their Bid to have:

a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;

- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;
- g) Ascertained the general labor position at the Site and have understood the cost associated with engagement of the labor.

(END OF PART-1)

PART-2

BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR BID ACCEPTANCE:

The bid shall conform generally to the specifications, terms, and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents.

1.1 GENERAL CONFORMITY:

Bids will be rejected in case the equipment 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 rejected.

1.2 ELIGIBILITY CRITERIA:

Only the Companies/Firms incorporated in India and which maintain more than 20% local content for the offered services are eligible to participate.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG and any amendment thereof shall be applicable. If such local content is not maintained during execution of Contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

Note: A copy of Certificate of Incorporation must be provided along with the Bid. Also, bidder must mention the percentage of local content in their technical bid along with requisite certificates (self-declaration & certificate of statutory auditors, CA etc.) as per provision of PPLC notified by MoPNG as mentioned above.

A) TECHNICAL EVALUATION CRITERIA:

1.0 Bidder should meet the following minimum criteria:

1.1 The Bidder should be an offshore oilfield / scientific service provider and should have in-house capability to provide all the services as mentioned in scope of work and should have completed at least 1 (one) job related to Metocean studies and providing the Geo-Physical Surveying, Geotechnical studies for carrying out marine soil investigation for installation of jack-up rig and platform in the last 15 years under single or multiple contracts; where at least one(1) job for Geophysical surveying should be completed in

minimum water depth of 200 m and at least one(1) job for Geotechnical investigation surveys should be completed in minimum water depth of 40 m; to any E&P offshore operator, Offshore Drilling Contractor, or offshore scientific research organization. Period in this regard shall be reckoned as on the Original Bid closing date. Bidders are required to submit documentary evidence like relevant pages of contracts / work orders along with completion certificate / payment certificate issued by the clients or any other documents showing details of work carried out to complete the full scope of work as enumerated in the Technical Specification etc.

1.2 The bidders shall quote for full Scope of Work and required to refer to technical specification of the Bid for detailed scope of work for the services to be carried out in TWO stages.

1.3 Bidder to confirm firm mobilization of all applicable Equipment, Machinery, Vessels, Crew, Personnel, materials, tools, tackles, fuel, food, communication requirements etc complete to satisfactorily survey/investigate the area as specified in Scope of Work and other procedures of the Bid document. All expenses for executing the Work to complete the scope are to be borne by Bidder. Obtaining all the necessary permits and permissions to carry out Work are in Bidder's firm scope. Bidder shall also be responsible for all customs clearances and formalities for importing and re-exporting Bidder's Equipment. OIL will only provide recommendation letters as deemed necessary by OIL on request of Bidder as per prevailing Laws of Land.

1.4 Bidders to confirm that the outputs and all deliverables shall be handed over to OIL in accordance with the delivery schedule. When it involves On-site processing of data, the same can be handed over to OIL as soon as acquiring the same or in stages as required by OIL.

1.5 Bidders to confirm to provide a detailed methodology and project milestones at the time of submission of Bid and details of Tools/Tackles and operational procedures for each phase of work including but not limited to Details on survey systems and software, Details on Source data and data processing system to be used, Calibrations and others as per relevant and current industry guidelines.

1.6 Bidder to confirm to assign dedicated and experienced Project Manager for the entire project and to hold pre-start-up operational and QHSE Bridging exercises with OIL.

2.0 Experience of Bidder's Personnel:

a) The bidder shall deploy competent personnel, as required for different services as per requirements stipulated in individual scope of work of various services: the Scope of Work, having minimum prescribed experience in their own field of operation.

b) **The bidder shall submit the biodata of personnel** proposed to be deployed for services mentioned under respective PERSONNEL sections of Geophysical and Geotechnical TOR (as per format in **Annexure-I**). In case of any change at the time of execution of the

contract, biodata of new personnel to be deployed are to be produced for verification and approval by OIL authority. Bidder must confirm the same.

3.0 Deliverables:

The bidder must be in a position to deliver the services and reports as specified under each type of service in scope of work and should categorically confirm to this effect.

4.0 (I) Duration of the Contract:

The duration of the Contract will be for **3 years** from the date of commencement of Contract and may be extendable up to one (1) year on the same rates, terms and conditions at OIL's option.

(II) Bidder to be responsible for obtaining all statutory permits and clearances required to perform the services as required as under but not limited to the following for all its Vessel and Personnel at its cost:

(II) (A) For Vessels, the bidder shall provide following valid documents, but not limited to, prior to start of work:

- a) Certificate of Registry
- b) International Load Line Certificate
- c) International Tonnage certificate
- d) Ship Safety Radio-Telephony Certificate
- e) Ship Safety Equipment Certificate
- f) Ship Safety Construction Certificate
- g) International Oil Pollution Prevention Certificate
- h) International Air Pollution Prevention Certificate
- i) International Sewage Pollution Prevention Certificate
- j) Safe Manning Certificate
- k) Safety Management Certificate
- l) International Ship Security Certificate
- m) Class Certificate
- n) G.A. Plan of Vessel
- o) Emergency response plan & procedures

(II) (B) Bidder shall be responsible to obtain Specified Period license, if applicable, from the Director General of Shipping to operate off the Indian coasts.

(II) (C) Bidder shall be responsible to obtain necessary clearances from Home Ministry, New Delhi for its crew and personnel.

(II) (D) Bidder shall be responsible to obtain necessary clearances from Ministry of Defence, Indian Navy and other applicable regulations to operate the vessel off the Indian coasts.

(II) (E) Bidder shall be responsible to obtain all statutory permission for vessel from regulatory authorities (like custom / immigration / coast guard etc.) for Entry, Operation & exit in/from the country.

(II) (F) Bidders make themselves aware of the Indian regulatory requirements that apply to carrying out the scope of work with respect to licenses, and other applicable rules for carrying out the work; Bidder with knowledge of the area of operations and by its independent observations and enquiries to have fully informed and satisfied itself as to the nature of the area of operations, means of access, local facilities, climatic conditions, labour conditions and practices, local terrain conditions, local logistical requirements, any and all security, fire, safety explosives or other regulations, permissions which may affect the execution of the Works, all environmental concerns and conditions, the nature, extent and practicability of the Works and all matters whatsoever affecting in safe carrying out of the entire Scope of Work.

(III) Demobilization of all tools and services would be immediate on issue of demobilization notice by OIL.

5.0 EXECUTION PLAN:

Bidder shall include a detailed execution plan showing the proposed methods and sequences for, and describing the resources to be applied in, carrying out the Works, including appropriate drawings and sketches wherever applicable. The execution plan shall specifically address all principal activities including but not limited to all planning, evaluation of equipment, reporting facilities plus various other contingent services.

The execution plan shall be supported by descriptions detailing proposed lines of authority. Bidder must submit a bar chart programme detailing all aspects of the scope of work for the different stages as specified.

Bidder should also indicate how the operation would be supported logistically with respect to crew changes and re-supply.

6.0 QA / QC / CERTIFICATION AND INSPECTION

Bidder shall provide copies of the relevant certificates from a recognised Certifying Authority establishing the proper certification of his Equipment/Vessel/other accessories required to carry out the safe execution of the entire scope of work in various stages.

OIL reserves the right to inspect Bidder's Equipment using a Third-Party Inspection agency.

7.0 LOGISTICS:

Bidder is required to mobilise all equipment to OIL's designated Shore base. Bidder shall mobilise its personnel to OIL designated shore base / air base. All lifting and load bearing Equipment (transportation baskets, slings, shackles) of the Bidder will be certified prior to use and all relevant certification shall be available for inspection by OIL's designated representative.

The bidder must confirm to meet criteria mentioned in Para 1.1 to 7.0 above and furnish documents wherever required.

8.0 BIDS FROM 100% SUBSIDIARY:

Bids of those bidders who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria. In such case, as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed as **Annexure-II(a)**) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed as **Annexure-II(b)**) from the parent company to OIL for fulfilling the obligation under the contract, along with the technical bid.

8.1 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not meet the technical experience criteria stipulated above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

(a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both either directly owned 100% subsidiaries of an ultimate parent/holding company or 100% owned through intermediate 100% subsidiaries of an ultimate parent/holding company. The Bidder must submit duly notarized valid document(s) establishing the legal relation amongst sister/co-subsidiary, bidder and the ultimate Parent Company to the full satisfaction of the Company with detail share holding pattern. The Company reserves the right to reject a bid if the documents are not found sufficient or satisfactory or proper to establish the required criteria of 100% subsidiary.

(b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in above and not through any other arrangement like technical collaboration etc.

(c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Annexure-III**, between them, their ultimate parent/holding company, along with the technical bid.

8.2 In both the situations mentioned in 8.0 and 8.1 above, following conditions are required to be fulfilled/documents to be submitted:

(a) Undertaking by ultimate parent to provide a Performance Security (as per format enclosed as **Proforma-Q**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based ultimate parent does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(b) Undertaking from the ultimate parent to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by ultimate parent shall be invoked by OIL due to non-performance of the contractor.

9.0 BIDS FROM CONSORTIUM: In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain more than 20% local content as mentioned in Clause 1.2:Eligibility Criteria), the following requirements must be satisfied by the Bidder:

9.1 The leader of the consortium has to satisfy the minimum experience requirement as per clause A.1.0 above.

9.2 The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any.

9.3 Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

9.4 The Performance Security shall be in the name of the leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members.

9.5 The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/ undefined activities, if any, amongst all the Consortium members.

9.6 Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.

9.7 Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

9.8 In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.

9.9 Documents/details pertaining to qualification of the bidder must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.

9.10 **CONSTITUTION OF CONSORTIUM:** If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. The members of the consortium should not be more than three.

9.11 **SIGNING OF CONTRACT:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.

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

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

9.14 The MOU / Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized.

B. FINANCIAL EVALUATION CRITERIA

1.0 Annual Financial Turnover of the Bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **INR 5.18 Crores**.

2.0 "Net Worth" of the Bidder should be positive for the preceding financial/ accounting year.

3.0 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.

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

Notes:

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

(i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma-J**.

OR

(ii) Audited Balance Sheet along with Profit & Loss account.

(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.

4.0 In case the Bidder is a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para 1.0 above. Other Consortium members individually shall have minimum financial turnover of **INR 2.59 Crores.**

5.0 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.

(i) Turnover of the parent/ultimate parent/holding company should be in line with Para 1.0 under Financial Criteria above.

(ii) Net Worth of the parent/ultimate parent/holding company should be positive.

(iii) Corporate Guarantee as per **Annexure-II(c)** on parent/ultimate parent/holding company's company letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

(iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

6.0 A bidder (other than consortium) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:

a) The bidder is supported by a supporting company which holds more than fifty percent of the paid-up equity share capital of the bidder either directly or through intermediate subsidiaries.

b) The supporting company by itself and not through any other arrangement satisfies the financial criteria of the BEC.

c) In such cases, all applicable financial parameters viz. Turnover, Net-worth etc. of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.

d) Supporting Company shall furnish additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at **Proforma-Q**.

Note: In case Supporting company/ ultimate parent company fails to submit Performance Bank Guarantee as per (d) above, Bid Security submitted by the bidder shall be forfeited.

6.1 Documents to be submitted by the bidder, along with its techno-commercial bid, in case it is taking financial support from a supporting company:

a) Audited Consolidated Annual financial statement as detailed above in respect of the supporting company. Bidder will provide a statement containing the value of each financial parameter required in the tender based on supporting company's audited consolidated financial statement as defined in BEC.

b) A Corporate Guarantee from the Supporting Company under its letter head signed by an authorized official undertaking that they would financially support the bidder for executing the job in case the same is awarded to them.

c) A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company.

d) Authorization letter from one of the Directors of Supporting Company authorizing the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company.

e) Undertaking shall be given by Supporting Company to submit additional PBG equivalent to 50% of the amount of PBG submitted by bidder as per the format provided at **Proforma-Q**.

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

C. COMMERCIAL EVALUATION CRITERIA:

1.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

1.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.

1.3 Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.

1.4 Bid Security is not applicable against this Tender. However, Bidders shall submit along with their bid a signed “Bid Security Declaration” (Proforma-E) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or to submit a performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of 2 years shall be automatic without conducting any enquiry.

1.5 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

1.6 Bids submitted after the Bid Closing Date and Time will be rejected.

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

1.8 Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

1.9 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

1.10 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

1.11 Any Bid containing false statement will be rejected.

1.12 Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India.

1.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise, the Bid will be summarily rejected.

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

- i. Bid Security Clause.
- ii. Performance Guarantee Clause.
- iii. Force Majeure Clause.
- iv. Tax Liabilities Clause.

- v. Arbitration Clause.
- vi. Acceptance of Jurisdiction and Applicable Law.
- vii. Liquidated damage and penalty clause.
- viii. Safety & Labour Law.
- ix. Termination Clause.
- x. Integrity Pact

1.15 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

D. GENERAL EVALUATION CRITERIA:

1.0 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 in “ONE GO” on or before the deadline given by the Company, failing which the offer will be summarily rejected.

2.0 If any of the clauses in the BRC contradict with other clauses of tender document elsewhere, then the clauses in the BRC shall prevail.

3.0 CUSTOMS DUTY:

In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017 and subsequent amendments thereon, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (Basic Customs Duty Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017 and its amendments as on date.

E. PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1.0 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Section-IV and the summarized price schedule format vide enclosed Proforma-B.

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

3.0 Price Bid will be evaluated as per PROFORMA – B. In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.

4.0 To ascertain the inter-se-ranking, 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). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

5.0 PURCHASE PREFERENCE TO MICRO AND SMALL BIDDERS

5.1 Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendments vide Gazette Notification no. CG-DL-E-160-62021-227649 dated 16.06.2021, No. CG-DL-E-19012022-232763 dtd. 19.01.2022 and CG-DL-E-06052022-235600 dated 6.05.2022 issued by Ministry of Micro, Small and Medium Enterprises. The existing enterprises registered under EM-Part-II or UAM till 30th June 2020 shall continue to be valid only for period up to the 30th June 2022.

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

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

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

i) Udyam Registration Number with Udyam Registration Certificate.

Or

ii) Proof of registration 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 Udyog Adhaar registration or registration with any other body specified by Ministry of MSME.

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

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

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

Purchase preference policy linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FPPNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. [Copy of the notification is available at <http://petroleum.nic.in/sites/default/files/PPLC.pdf> (enclosed with Proforma-R). Bidders to check the provisions of the Notification and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

6.1 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP20013/2/2017-FP-PNG dated 17th November 2020 or subsequent amendments, if any.

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

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

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

6.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

Note:

a) Bidder to categorically confirm under which policy they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration in Proforma-R. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

b) With reference to para 5.1.4 of the Policy dated 17.11.2020, this is to confirm that the services under this tender/contract will not be split.

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

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

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net

		b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv-nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

7.2 The Bidders have to get verified and certified the various documents required against BEC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be

made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.

7.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

7.4 The methodology of inspection/verification of documents is broadly as under but not limited to:

(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

(b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empaneled third-party agency shall not automatically make the bidder eligible for award of contract.**

(c) Verification of documents (but not limited to) are normally categorized as under:

i) General Requirement:

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

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

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

iii) **Technical Criteria**

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

iv) **Financial Criteria**

- Check and verify Audited Balance Sheet/CA certificate.
- To check the Line of Credit, if incorporated in the tender.

Notes:

(i) If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.

(ii) Undertaking from TPI Agency as per format (**Proforma-P**) enclosed should be submitted along with the Bid.

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

(END OF PART – 2)

PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 Company / COMPANY/ OIL / Operator:

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

1.2.2 CONTRACTOR or Contractor:

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

1.2.3 Contract/ CONTRACT:

Shall mean a written agreement between the Company and the Contractor for execution of the services / works including all Contract documents and subsequent amendments, if any.

1.2.4 Site:

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

1.2.5 Company's Site Representative / Engineer:

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

1.2.6 Sub-contract:

Shall mean order / contract placed by the Contractor for any portion of the Contract or work sublet with necessary written consent of Company on third

party. Such sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

1.2.7 Sub-contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value:

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods :

Shall mean and include any equipment, machinery, instruments, stores, goods which Contractor is required to provide to the Company for / under the Contract and amendments thereto.

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the Contract shall be English. All Contract documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the Contract shall be written in English and the Contract shall be construed and interpreted in accordance with English language.

2.2 Entire Agreement: The Contract constitutes the entire agreement between OIL and the Contractor with respect to the subject matter of the Contract and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the Contract or included by

reference.

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

- 4.1 Effective Date of Contract:** The Contract shall become effective as on the date Company notifies the Contractor in writing that it has been awarded the Contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract. All terms and conditions of the Contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

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

4.3 Duration of the Contract:

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

5.0 SCOPE OF WORK / CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the Contract, employ all labours / personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the Contract.
- 6.5** Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 6.6** Contractor shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7** Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the Contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

8.0 DUTIES AND POWER / AUTHORITY:

8.1 OIL's site representative / engineer:

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting / countersigning on reports made by the Contractor's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to

inspect / test / examine / verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the Contractor.

vi. Each and every document emerging from site in support of any claim by the Contractor has to have the countersignature / comments of the OIL's representative / engineer without which no claim shall be entertained by the OIL.

8.2 Contractor's representative:

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

(b) Representative(s) shall liaise with OIL's representative / engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative / inspector / engineer in the manner required by them for supervision / inspection / observation of equipment, material, procedures, performance, reports and records pertaining to works.

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

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

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

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

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

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

10.0 PERFORMANCE SECURITY:

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

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

OR

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

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

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

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

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

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of **03 (three) months** beyond the Contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than **03 (three) months**.

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

- 12.1 Claims:** Contractor agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of Company. Company may, at its option, pay and discharge any liens or overdue charges for Contractor's equipment, labour, materials, services and supplies under this Contract and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to Contractor hereunder.
- 12.2 Notice of claims:** Contractor or Company, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the Contract. Each party shall confer with the other concerning the defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

- 12.3.1** Contractor, unless specified otherwise in the Contract, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the Contractor on account of payments received by it from the Company for the work done under this Contract. It shall be the responsibility of Contractor to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the Contract will be on Contractor's account.
- 12.3.3** Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 12.3.4** The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the Contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the Contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor shall be borne by the Contractor.
- 12.3.9** Contractor shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the Contract. The Contractor should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)

- ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
- iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

12.3.11 In case of imported goods, Contractor/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The Contractor should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

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

12.4 Goods and Services Tax:

12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

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

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

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

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

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

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the Contract value during Contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to

evidence the rate as applicable on the Bid due date and on the date of revision.

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

12.5 Anti-profiteering clause

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

13.0 CUSTOMS DUTY, IF APPLICABLE:

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

14.0 INSURANCE:

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

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in

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

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

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

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

14.5 Certificate of Insurance:

Before commencing performance of the Contract, Contractor shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies &
- g) The territorial limits of all policies.

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

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

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

submitted to the Company.

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

14.9 Principal Assured:

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

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

14.15 Contractor shall require all of its SUB-contractors to provide such of the foregoing insurance cover as the Contractor is obligated to provide under this Contract.

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

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

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

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither Company nor its servants, agents, nominees, contractors, or sub- contractors shall have any

liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their contractors or Sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors.

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

underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

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

16.0 LIMITATION OF LIABILITY:

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

attending party by the terms of the Contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING / ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

The Contractor shall, at all times during the currency of the Contract, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the Company's designated representatives and its authorized employees. The Contractor shall provide the Company's designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said

services requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

- a) possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or
- b) required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

26.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the Contract.

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

26.4 During the currency of the Contract, Company and its employees, agents, other contractors, Sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data held by the Company, its employees, agents, other contractors, Sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by

Company which should be shared with the Company;

v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the Contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** Manner of Payment: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 27.4** Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 27.5** Invoices: Mobilization charges (if any) will be invoiced only upon completion of mobilization as certified by Company representative and Contractor is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 27.6** Contractor shall send invoice to Company on the day following the end of each month for all daily or monthly charges due to the Contractor.
- 27.7** Contractor will submit 02 (two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the Company for processing payment. Separate invoices for the charges payable under the Contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 27.9** Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents

from the Contractor:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-Contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the Contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

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

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

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

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

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

The Contractor shall be required to submit the following documents/details to the Company:

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

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), Contractor shall also furnish the following Certificates:

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
- 3) Before the completion of Contract, Contractor shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion / expiry of the Contract, Contractor shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which Contractor's Bank Guarantee / Security Deposit may be withheld by OIL.

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

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the Contractor fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or Contract including sub clause (b) below, the right to terminate the Contract.
- b) If the contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss / damage which will be suffered by OIL on account of delay on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified

otherwise in SCC] excluding duties and taxes, where such duties / taxes have been shown separately in the Contract. However, the applicable GST on the LD shall have to be borne by the Contractor. Accordingly, the liquidated damages shall be recovered from the Contractor along with applicable GST.

31.0 FORCE MAJEURE:

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

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

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

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

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

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

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

32.0 SET-OFF:

Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract, whether in

progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this Contract or under any other Contract made by the Contractor with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by Contractor.

33.3 Claims by Company's recognized sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

33.4 Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the Contractor.

33.5 Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Contractor, under any circumstances in the opinion of Company, may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

33.7 Withholding will also be effected on account of the following:

i) Order issued by a Court of Law or statutory authority in India.

ii) Income-tax deductible at source according to law prevalent from time to time in the country.

iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.

iv) Any payment due from Contractor in respect of unauthorised imports.

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

33.8 Company reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the Company

against **33.2, 33.3, 33.6 & 33.7** above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in East Godavari District, A.P. (the Place where the Contract is executed) and Principal Bench of Andhra Pradesh High Court at Nelapadu (the High Court under whose territorial jurisdiction, the place of execution of Contract falls).

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

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

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

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

35.0 LABOUR LAWS:

i) Contractor shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, Company's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

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

36.0 STATUTORY REQUIREMENTS:

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

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

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

38.0 POLLUTION AND CONTAMINATION:

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

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

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/ or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in Contractor's account. Variation in case of custom duty on CIF value declared by

the bidder shall be to Company account.

- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased / decreased cost of the works under the Contract through increased / decreased liability of taxes and / or duties, required to be paid by the Contractor, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company / Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the courts wherever levy of such taxes / duties are disputed by Company / Contractor.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the Contractor's account, where delay in completion /mobilization period is attributable to the Contractor. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to Company's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, Company will have no liability to reimburse/pay to the Contractor the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, Company will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the Company shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by Contractor, his sub-contractor/sub-sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of Contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of Sub-contractors, vendors, agents etc. of the Contractor.
 - iv. Any liability on the Contractor, which was accrued under the old law or Contract, which the Contractor is obligated to pay either to the Company or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company:
- i. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and GST paid/payable on purchase of inputs.

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

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

40.0 SEVERABILITY:

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

41.0 COMMISSION OF MISCONDUCT / SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/Contractor in respect of the tender/Contract are accepted by Company to be true and genuine. However, if it comes to the notice of the Company anytime either during the pendency of the tender or after award of the Contract or after completion the Contract that a Bidder/Contractor furnished fraudulent document/false information in relation to the subject tender/Contract or committed any misconduct, appropriate action shall be taken against the Bidder/Contractor for debarment/banning of the bidder/Contractor from participating in any future tender of the Company in terms of the Company's Banning Policy, 2017 besides making the Contractor liable for other penal action including termination of on-going Contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of on-going Contract(s) shall be forfeited by the Company.

42.0 SETTLEMENT OF DISPUTES:

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

1) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the Contractor, the arbitration proceedings shall be governed by the

Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4) The number of arbitrators and the appointing authority will be as under:

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

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

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

7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the Contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

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

42.4 Resolution of disputes through conciliation by OEC

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

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

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

i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the Contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions:

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

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

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/Contractor.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

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

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

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

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

44.7 If at any time during the term of this Contract, breakdown of Contractor's equipment results in contractors being unable to perform their obligations

hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety or partially to the extent of non-performance, without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

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

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

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT:

In such an event (i.e., termination under Article No. 44.4 to 44.9 above), the Company may take over the work of the Contractor or any part thereof and

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

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

(END OF SECTION – I, PART – 3)

PART - 3

SECTION – II

TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS/ SCOPE OF WORK

Geophysical and Geotechnical Investigation surveys for Offshore Block KG/OSDSF/GSKW/2018

1.0 OIL was awarded the Block KG/OSDSF/GSKW/2018 covering an area of 93.902 Km² with 100% stake as the Operator, by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India, under Discovered Small Fields (DSF) round II in March 2019, for carrying out appraisal and development for Petroleum & Natural Gas in the block. The block lies in shallow water offshore area off Amalapuram coast and south of Ravva field and is in two parts separated by a distance of around 1.75 km, with water depths ranging from 5 to 15 m. The area of the Eastern part of the block is 64.547 Km² and the Western part of the block is 29.355 Km².

2.0 PROJECT DETAILS:

The DSF II shallow water offshore block KG/OSDSF/GSKW/2018 is located in Bay of Bengal Sea. The closest point of block boundary to the east coast is at around 650 m, while the farthest point of the block boundary is at around 11.2 km, as shown in the map below:

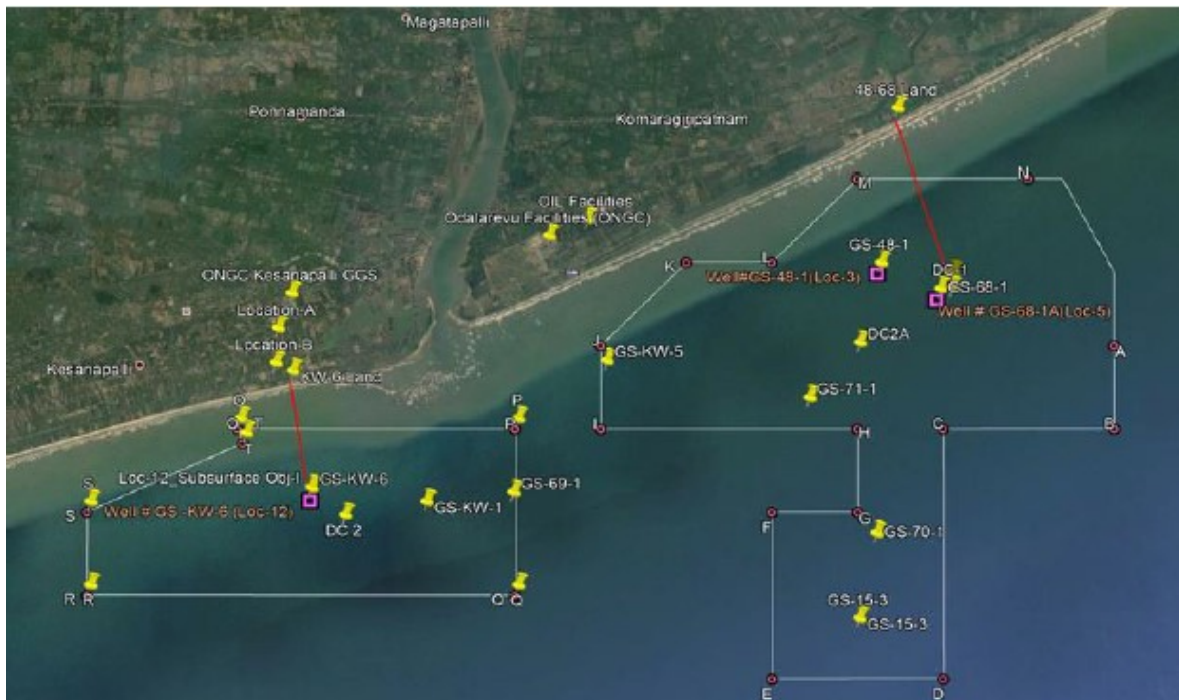


Figure 1.1 Location of DSF-II Field

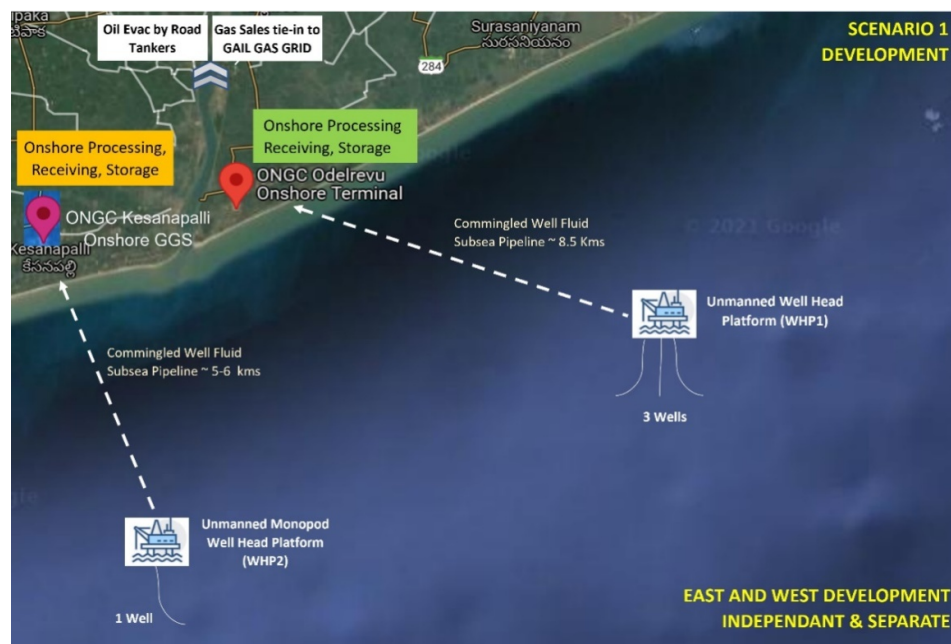


Figure 1.2 East & West Block platforms and pipelines

The work programme involves drilling of 2 offshore wells in Eastern Block and another 2 offshore wells in Western Block of DSF II shallow water offshore block KG/OSDSF/GSKW/2018.

3.0 SCOPE OF WORK:

The services to be rendered by the successful bidder/ contractor are broadly divided into three Parts as described below.

Part	Studies
A. Met-Ocean Studies	Met-ocean studies <ol style="list-style-type: none"> 1. Wind speed data 2. Wave data 3. Current data 4. Seawater characteristics 5. Climatic conditions
B. Geophysical Surveys	Geophysical Surveys <ol style="list-style-type: none"> 1. Bathymetry survey* 2. Seafloor Imaging Survey using Side Scan Sonar 3. Sub-bottom Profiling survey 4. Magnetometer Surveys 5. Soil Sampling
C. Geotechnical Investigations	Geotechnical Surveys & Investigations <ol style="list-style-type: none"> 1. Borehole investigation including sampling and laboratory testing (Note-1) 2. Cone Penetration borehole including Piezocone penetrometer (PCPT) testing (Note-2)

D. Drilling	<p>Weather Forecasting & Reporting</p> <p>Twice daily 72-hour Site Specific Forecasts in both Textual and Graphical formats including monitoring and updating services.</p> <p>Additional forecasts during Tropical Cyclone threats including graphical Storm Track Chart issued at frequencies of 6 hrs.</p>
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**Bathymetry and Side Scan Sonar survey will have to be repeated prior to rig mobilization in case the difference between initial surveys and rig mobilization is more than six (6) months.*

Note-1: Two number of offshore geotechnical bore holes at Centre of each platform (one for east and one for west) to a minimum depth of 100m through all types of soil strata for east and west field

Note-2: Two number of Cone Penetration Test to a depth of 100m adjacent to the borehole drilled one for east and one for west field.

4.0 TIMELINE FOR SERVICES:

The following timeline is proposed for completion of scope of work for both Geo-Physical and Geo-Technical studies:

Sl. No.	Description	Met-ocean Studies	Geophysical Survey Duration	Geo-Technical work	Drilling
1	Mobilization of Vessel Personal & Equipment		Within 45 days from the date of LOA.	Within 7 days from the date of intimation from OIL, subject to completion of Geo-Physical work. However, successful bidder to take actions for documentation and statutory clearance and compliances, from the date of placement of LOA.	Within 15 days from the placement of Letter of mobilization.
2	Completion of field work		Within 30 days from date of completion of Mobilization including preliminary report.	Within 14 days @ 7 days per location from date of completion of Mobilization.	

3	Preparation and submission of onboard preliminary report.	Within 25 days from the placement of LOA.	Within 01 day from Completion of field work.	Within 07 days from Completion of field work.	
4	Submission of final Report	Within 30 days from the placement of LOA.	Within 20 days after completion of field work	Within 50 days after Completion of field work, including Laboratory testing.	

Note-1: Transit duration from one location to another is included in the above timeline. No additional charge will be paid for this movement.

PART-A: MET-OCEAN STUDIES

A.1 GENERAL

Contractor shall provide the meteorological data for offshore platform locations, including but not limited to **wind speed, wind direction, wave direction and wave height, local climatic** conditions prevailing over this block and also past history of any cyclones or storms.

Contractor shall submit detailed information about the met ocean conditions and also the source from where the data is acquired so as to understand and verify the reliability of the data and general information and to ensure that the data meets industry standards including, but not limited to, source of Visual Observing Fleet (VOF) and model data for the area with emphasis placed on Satellite data, like ARGOS /European Centre for Medium-Range Weather Forecasts (ECMWF)/Equivalent and analysis methodology in line with international practices for offshore operations as per OGP/API and other relevant industry guidelines.

A.2 DETAILED SCOPE

a. Tide data

- 1) Mean Sea Level
- 2) Mean high and low water spring
- 3) HAT and LAT
- 4) Reference to Chart Datum
- 5) And other intermediate water levels
- 6) Water level increase due to climate change accounting for next 50 years
- 7) Storm surge data for 1 year and 100 year associated storms

b. Wave and storm surge data

Extremes for 1 Year, 10 Year, 50 Year and 100 Year return period of the following:

- 1) Maximum wave height and associated wave period.
- 2) Significant wave height, peak energy period and zero crossing period.

- 3) Wave direction.
- 4) Wave crest elevation

c. **Currents**

Extremes for 1 Year, 10 Year, 50 Year and 100 Year return period of the following:

- 1) Surface current speed
- 2) Current variation with respect to height from seabed
- 3) Current direction.
- 4) Plots for regional surface current pattern

d. **Winds**

Extremes for 1 Year, 10 Year, 50 Year and 100 Year return period of the following:

- 1) 1-hour, 10-minute, 1-minute and 3 second gust wind speeds.
- 2) Wind direction and variation of wind speed with wave height.
- 3) Frequency distribution of the wind speed
- 4) Rosette plot of the wind direction.

e. **Fatigue Wave data**

- 1) Frequency distribution of the wave height & wave period.
- 2) Wave occurrences (scatter data) for 1 year period
- 3) Rosette plot of the wave direction (monthly and annually).

f. **Local Climatic conditions**

- 1) Frequency distribution and tabulated data of the local climatic condition for the entire year and also the past data for 10 years.
- 2) Rosette plots / Graphs / equivalent for the same data indicating the tropical changes and the patterns.
- 3) Tidal charts in the area.

g. **Tropical Storms / Cyclones**

- 1) Tabulated list of Tropical storms impacting the area of concern including the maximum intensities for 100 + years.

A.3 SPECIAL CONDITIONS:

Bidder/Contractor to provide the following but not limited to the following:

- (i) Reliability of the Databases used for analysis and Bidder /Contractor to indicate the Operators for which these databases have been used earlier in the offshore environment as specified and the period of data referred to.
- (ii) Data Analysis methodology used by the Bidder / contractor like the number of Satellite passes over a period and with a reasonable comparison with the corresponding data for other blocks along the coast of India to ensure spatial consistency.

- (iii) Graphical representation of the results in the report (Plots, graphs, rose plots or equivalent).
- (iv) Quality of the data points.
- (v) Frequency of the data points presented in the report (Daily, Fortnight, Monthly, etc.)

A.4 DELIVERABLES:

A Final report shall be submitted to OIL after completion of the study within 30 days from the date of issue of LOA (Letter of Award). The final report to OIL should be both a Hard copy & in soft copy to a designated OIL representative.

The final report shall consist of the following but not limited to:

1. Summary of General Marine Climate with respect to the four prevalent seasons in a year:
 - Dec-Mar
 - Apr-May
 - Jun-Sep
 - Oct-Nov
2. Comments on the databases used, methodology used for analysis.
3. Comments on data quality
4. Local cyclones, depressions, reversal current phenomenon etc over the past years for the block.
5. Appropriate information and plots to support results of study (Items a – g under A.2 Detailed Scope)
6. Statistics of the meteorological parameters including the wind speed & direction, wind gust & current details.
7. Tide data including storm surge and climate change effects
8. The extremes, wind, wave and current, likely to be reached or exceeded (90%) in non-cyclonic and Cyclonic conditions in 1/5/10/50/100 year.
9. Fatigue wave data including frequency distribution of wave height and period and directional distribution (wave scatter data)
10. Frequency distribution of the wind speed and rose plots of the direction.

PART-B: GEOPHYSICAL SURVEYS

B.1: OBJECTIVES:

Geophysical survey **using multi-beam Echo Sounder, single beam Echo Sounder, Side Scan Sonar, Sub-Bottom Profiler, and Magnetometer** are required to be carried out around the proposed well locations and pipeline routing.

The objective of the survey is to carry out Pre-Drilling Geophysical Surveys and Investigations to:

- a. Assess accurate water depths (Bathymetry data) within the area where rig is to be mobilized. This will assist in the verification of suitability of rig to be mobilized for drilling.
- b. To identify any structural deformations such as folds, slumps, seabed slope stability, faults or fracture zones and any other potential subsurface hazards for drilling activities.
- c. To identify seabed wrecks, debris, cables, other obstructions and topographic features.
- d. Identify Hazards to Drilling rig / installation barge / rig and operating equipment to be employed during the drilling operation.
- e. To identify shallow patches, out crops, buried metal objects and shipwrecks if any.
- f. To identify sonar contacts/debris and other seabed features if any in the survey area.
- g. To identify seabed lithology and soil properties for scour potential and anchoring conditions, bearing capacity and settlement.
- h. To identify type, strength and stability of near surface sediments and any local variations.
- i. Determination of design soil parameters by drop core.

B.2: SURVEY REQUIREMENTS:

The marine survey includes all operations required to obtain the bathymetry, morphology of the sea bottom and shallow geology as described herein.

- a. The width of the corridor to be investigated shall be 700m for transverse (perpendicular to pipeline) and 6500m for longitudinal along the pipeline length which shall cover the new pipeline route as well as to identify existing pipelines if any for East Block.
- b. The width of the corridor to be investigated shall be 700m for transverse (perpendicular to pipeline) and 3500m for longitudinal along the pipeline length which shall cover the new pipeline route as well as to identify existing pipelines if any for west block.
- c. Survey area includes the subsea area from where the pipeline originates/terminates and a corridor along the pipeline routes.

- d. The pipeline route should be investigated by means of minimum five (5) longitudinal profiles – one centre line along the proposed route and two wing lines at 50m and 200m on either side of the proposed route.
- e. Transverse line for full swath shall be in 700m long transverse profile run at a maximum of 500m intervals along the pipeline route.
- f. Additional transverse profiles shall be run wherever necessary for clear delineation of existing pipeline.
- g. Multi-beam side scan sonar, sub-bottom profiler, single beam echo-sounders, magnetometer, shallow soil sampling and associated positioning system to be deployed for carrying out surveys
- h. Drop core soil samples to be collected such that different types of strata encountered along the route are identified. The spacing between two consecutive sample locations shall not exceed 250m. Additional soil samples shall be collected at all envisaged pipeline crossing and other such pipeline features.
- i. Pre-engineering surveys for platform locations shall consists of bathymetric survey for area covering 1.5 km x 1.5 km with grid spacing of 100 m x 100 m in NS-EW direction. In addition to overall 100m x 100m survey in the overall area, additional lines to be run at 25m, 50m, 75m, 125m & 150m on both side in both direction from the centre of the platform to provide more closer data in and around the platform. The survey shall include side scan sonar, sub-bottom profiler, single beam echo-sounder. Magnetometer will be run through the centrelines of proposed locations in both directions. Shallow soil sampling will be carried out one each at the proposed locations.
- j. Side scan sonar shall be operated on 100m longitudinal range giving a minimum 100m overlap between lines.
- k. Side scan sonar range different from that specified above may be proposed by Bidder / CONTRACTOR in case the water depth at the proposed location is not found suitable for operating in the specified range. Bidder / CONTRACTOR shall ensure that all such proposals have COMPANY approval before carrying out the survey.
- l. At every pipeline crossing, two (2) additional longitudinal profiles at 100m on either side of the proposed pipeline shall be run for a distance of at least 200m on either side of the existing pipeline, so that the existing pipeline elevation with respect to seabed is clearly indicated.
- m. Bidder / CONTRACTOR shall simultaneously analyze the records onboard. In case any obstructions are discovered on assigned routes, alternate routes should be selected in the field and survey profiles run/made for the alternate routes subject to COMPANY's approval.
- n. COMPANY shall have the option to designate its engineers to supervise the data collection and interpretation onboard. The vessel shall have suitable accommodation for at least two (2) COMPANY representatives.

B.3: CONTRACTOR'S RESPONSIBILITIES:

The responsibilities of CONTRACTOR shall include, as a minimum, as described herein.

- a. CONTRACTOR shall obtain COMPANY approval to any deviation from the requirements of this specification.

- b.** COMPANY acceptance or approval of CONTRACTOR methods, equipment and personnel shall in no way relieve CONTRACTOR of his sole responsibility for the proper execution of the works to the satisfaction of COMPANY.
- c.** CONTRACTOR shall provide all necessary equipment and labour to undertake the survey professionally inline with good survey practice and shall show due consideration to the safety of all personnel, including sub-contracted personnel onboard.
- d.** All equipment, instruments and personnel mobilized for the execution of the survey works shall require prior approval of COMPANY.
- e.** It is CONTRACTOR's duty to ensure that all equipment and survey vessels used are operated safely and that all safety equipment conforms as a minimum to statutory regulations. CONTRACTOR shall take account of COMPANY's Safety Policy Statement and Vessel Safety Audit.
- f.** CONTRACTOR shall be responsible for obtaining necessary statutory approvals from government authorities required for his performance of works as stated in this specification.
- g.** CONTRACTOR shall be responsible for obtaining permission to occupy all geodetic control stations.
- h.** CONTRACTOR shall also be responsible for the provision of positioning frequency licenses, the obtaining of all marine and port control clearances and permits for the positioning services and survey work and for complying with all relevant regulations of Government and Marine Authorities.
- i.** CONTRACTOR shall be responsible for receiving all the available survey data and checking its accuracy and suitability for the subsequent activity to be carried out.
- j.** CONTRACTOR is deemed to have recognized any restrictive features of the site and/or specific requirements of the works and to have made due allowance in the works to be performed.
- k.** CONTRACTOR shall also be responsible for the acceptable position fixing of the vessels used for the works in accordance with the standards and requirements detailed hereinafter.
- l.** CONTRACTOR shall provide and maintain quality assurance inspection systems that are necessary to ensure that all specified requirements are complied with. CONTRACTOR shall not undertake survey, positioning, and monitoring operations if his equipment has not been calibrated and approved in accordance with the requirements given herein.
- m.** CONTRACTOR shall be responsible for securing all frequency allocation permits that will be required to complete the work.
- n.** CONTRACTOR shall be responsible for providing communications equipment between the shore control stations and the construction vessels and between calibration stations during the provision of the positioning and survey services.
- o.** CONTRACTOR is to work under and in accordance with the Contract and under the guidance of the designated COMPANY representative.
- p.** All equipment shall be demonstrated and wet tested, as appropriate, under observation of COMPANY representative prior to leaving port.
- q.** All raw data shall remain the property of COMPANY and shall only be disposed of with prior COMPANY approval.

B.4 SURVEY PREPARATION

Prior to beginning of the survey work, CONTRACTOR's Chief Surveyor responsible for the management and execution of the entire job shall plan the complete work with COMPANY/COMPANY's representative.

The Chief Surveyor shall then prepare a procedural document indicating as a minimum the following:

- Proposed equipment including vessels with all requisite details.
- Sequence/location of profiles.
- Geodetic controls and horizontal control of survey.
- Location of soil samples, etc.
- Instrument calibration procedures.
- Survey schedule.

The procedure shall also include station description, vessel offset diagrams, typical daily log forms, geophysical line log formats, gyro alignment verification method, DGPs health care check-up, etc.

CONTRACTOR shall ensure incorporation of all COMPANY's comments before submission final survey procedure.

B.5 EQUIPMENT AND TECHNICS

The extent and scope of surveys and investigations are broadly outlined as below:

1. Reference System:

Metric units shall be used throughout the survey with horizontal positions being expressed in terms of the UTM projection, on the WGS 84 Datum. Also pipeline latitude and longitude co-ordinates to be specified.

All soundings are to be reduced to Chart Datum. CONTRACTOR is to propose a suitable method to be agreed by COMPANY prior to start of work.

2. Horizontal Control:

- a. Primary positioning for the offshore survey is to be provided by a DGPS system.
- b. This system shall be capable of providing accuracy within $\pm 2\text{m}$ through all phases of the survey, 24 hours per day. It is accepted that 22 hours per day of system operability may be the norm.
- c. The vessel's position is to be obtained from a minimum of three (3) position lines. The angle between any two (2) lines is not to be less than 30 degrees or greater than 150 degrees. The standard deviation of any fix is not to exceed 5m.
- d. Station descriptions are to be produced for all beacon locations so that the stations can be subsequently used if required to undertake future work.
- e. The delay of each item in the system is to be determined by bench test. The delays should be entered in the software. Baseline crossings are to be made prior to the start of work to check the calibration.
- f. All fixes shall be recorded on two (2) mediums such as cassettes and hard copy for later use in preparing chart work.

- g.** All necessary peripherals such as computer system, plotters, loggers, printers, software and interfaces are to be supplied by CONTRACTOR. Sufficient spare equipment will be made available to allow continuous work in event of breakdown.
- h.** The system should be capable of fixing at least every six (6) seconds or as directed by COMPANY. All fix data is to be logged on both hard copy printouts and cassettes available for later use. The fix data to be stored is to include:
- System name.
 - Date, time and fix no.
 - Raw range data.
 - Corrections (C-O).
 - Standard deviation of fix.
 - Gyro heading.
 - Offset from system antenna to datum/reference point or transducer/fish.
 - Grid co-ordinates.
 - Other data to be stored is to include:
 - Geodetic data.
 - Geographical co-ordinates.
 - Beacon stations and co-ordinates.
 - Lines, targets, fixes, logs, auto fixes.
 - Plotting, chart data, scale.
- i.** A description of the method of achieving horizontal control, the positioning systems, method of calibration and the station descriptions shall be included in the survey report.
- j.** Baseline crossings and/or transit calibration of navigation systems shall be undertaken prior to and on completion of, the project.

3. Communication:

Vessel shall have a permanent link with COMPANY shore base, by means of single side band radio network to inform the progress of the work at any time.

Radio communication describing daily work shall be established periodically minimum once every day with COMPANY base.

4. Vertical control:

Predicted tides for the Kakinada Port shall be used for reducing raw water depths to Chart Datum.

5. Bathymetry:

a. An Odom DF3200 echo sounder or similar dual frequency precision echo sounder is to be used. The transducer should preferably be hull mounted. Any over side mounting will have to be approved by COMPANY before CONTRACTOR may use it. A temperature and salinity probe is to be provided. The probe must be able to sample the full water column from surface to seabed. Soundings shall be reduced to Chart Datum using co-tidal constants at intervals separated by 0.1m of mean spring range.

b. The echo sounder is to be calibrated using the speed of sound in water as determined in the survey area prior to work and regularly during the work, in consultation with COMPANY representative.

c. Bar checks will be conducted prior to commencement of bathymetric surveys and at ten (10) day intervals thereafter, additionally after any port calls or as requested by COMPANY representative.

- d.** Surveying speeds are not to exceed five (5) knots.
- e.** No survey runs are to be made when the sea state and/or weather are such as to produce excessive rolling or when the quality of recorded data is impaired. No survey run is to be considered complete until accepted by COMPANY representative.
- f.** Any aborted survey run may be picked up and continued at the discretion of COMPANY representative. All survey runs picked up shall overlap by at least 100 metres.
- g.** A description of the method of achieving vertical control shall be included in the survey report.

6. Side Scan Sonar

- a.** Simultaneously with the echo sounder, CONTRACTOR shall run a dual-channel short range high resolution 100kHz side scan sonar survey of the seabed. The side scan sonar shall be operated at 100m range per channel on longitudinal lines and 200m range on transverse lines during the offshore survey.
- b.** Tow depth to be kept constant where possible, with tow-fish at 9-10m from the seabed.
- c.** The maximum towing speed shall not exceed 5-6km per hour (3 knots).
- d.** The side scan sonar survey is to establish the location, size and height above seabed of any features or potential surface obstacles on the pipeline route.
- e.** The side scan records are to be marked up with any obstruction or other interpretations and returned to COMPANY with the survey report.
- f.** On leaving port at the start of the survey, equipment is to be wet tested to the satisfaction of COMPANY representative.
- g.** The survey is to be recorded on electronic data recording equipment (data loggers).
- h.** CONTRACTOR shall provide the results of the survey in a digitized format on computer diskettes suitable for incorporation onto CAD alignment sheets.
- i.** Sonar records are to be slant range corrected and speed corrected by interface to the survey computer.
- j.** Double coverage and beam angle shall be such that no blind zones exist in the designated survey areas.

7. Sub Bottom Profile

- a.** Sub bottom profiling shall be performed with a system suitable to giving minimum penetration up to 10m or bedrock, whichever is shallower, so as to establish the geometry, structure and configuration of the geological strata along the pipeline corridors.
- b.** Resolution shall be of the order of 15cm at the surface.
- c.** Vertical profiles of the shallow sediments shall be obtained.
- d.** A pipeline profile, boomer and multi-electrode sparker will have to be mobilized and used as required depending on the expected variable soil condition.

8. Magnetometry

- a.** CONTRACTOR shall check for the presence of any metal objects on the seafloor, such as existing pipelines and communication cables, etc. and /or basic rock with a magnetometer.

- b.** The system should be capable of a sampling rate of at least 1Hz and have Absolute accuracy 2nT, Resolution 0.001 nT and sensitivity of at least 0.1 nanotesla (0.01nT).
- c.** The sensor should be towed as close to the seabed as possible and sufficiently far away from the vessel to isolate the sensor from the magnetic field of the survey vessel. Bidder / contractor to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines
- d.** Location of findings shall be presented in the report to be submitted.

9. Soil Sampling

- a.** A drop core with an internal PVC liner shall be deployed for collecting soil samples. In case of sands, a core catcher shall be provided to assist retention of the sample.
- b.** Based on interpretation of seismic profiles determined by CONTRACTOR, the spacing between sample locations shall be such that different types of strata encountered along the route are covered. However, the spacing between two consecutive sample locations shall not exceed 250m. Additional soil samples shall be collected at all envisaged pipeline crossing and other such pipeline features.
- c.** At locations where sand with shell fragments/gravel is encountered and vibro corer refuses to penetrate the seafloor on repeated attempts, grab sample shall be collected with the approval of COMPANY representative.
- d.** All samples shall be extruded in the field and carefully examined and visually classified onboard the vessel. Samples shall be tested in the onboard laboratory for classification purposes and for broad assessment of strength.
- e.** Representative samples shall be properly sealed and carefully packed for transportation to onshore laboratory for additional examination and testing. Testing facilities onboard shall include, but not limit, the following:
 - Natural moisture content.
 - Dry and bulk density.
 - Hand torvane.
 - Pocket penetrometer.
- f.** Selected samples shall be carefully packed in sealed containers/plastic bags ensuring that there is no loss of moisture and transported to base. The samples shall then be tested in a reputed geo-technical laboratory to determine the following properties to supplement the information obtained in the field which together shall be used to decide soil parameters for pipeline design and installation.
 - Carbonate content.
 - Natural moisture content.
 - Specific gravity.
 - Dry and bulk density.
 - Grain size distribution.
 - Unconsolidated undrained triaxial compression test.
 - Atterberg limits.
 - Indicative shear strength parameters of soils.
 - Coefficient of friction between pipeline and soil.
 - Liquefaction potential.
 - Electricity resistivity.
 - Chlorides and sulphates.

g. All the seismic survey results shall be correlated with soil data. Segment by segment profile and its geotechnical characteristics shall be developed. CONTRACTOR shall generate all the necessary soil parameters and submit for COMPANY approval before use in analysis and design.

h. Survey operations will be stopped at the discretion of CONTRACTOR when the sea-state becomes too excessive i.e., greater than Beaufort-3, to obtain quality survey results.

i. CONTRACTOR shall supply vessels capable of working in the offshore continuously 24 hours per day. The vessel shall have installed on it, all equipment before the beginning of the work, so that the survey will begin as soon as the vessel arrives at site. The vessel shall have a data interpretation room with all auxiliary facilities to do the preliminary onboard interpretation.

B.6: SPECIAL CONDITIONS:

- i. The outputs and all deliverables, reports, etc shall be handed over to in accordance with the delivery schedule. Survey and investigation work shall be carried out round the clock 24 hrs each day on continuous basis till completion of full Scope of Work. The entire scope of work has to be completed within 50 (fifty) days from the date of commencement of work.
- ii. The scope of work is based on standard industry guidelines like UKOOA/OGP and Bidder / contractor to indicate its equivalent and fit-for-purpose equipment in its inventory to meet the entire scope of work.
- iii. The co-ordinates of drilling locations indicated are preliminary and are subject to change and are provided to give approximate idea of water depths at site. The water depths are ranging from 0 to 15m.
- iv. Contract scope shall include but not limited to Mobilization of all applicable Equipment, machinery, vessels, crew, personnel, materials, tools, tackles, fuel, food, communication requirements etc complete to satisfactorily survey/investigate the area as specified in objectives and other procedures of this document. All expenses for executing the Work to complete scope are to be borne by Bidder / contractor. Obtaining all the necessary permits and permissions to carry out Work are in Bidder's / contractor's firm scope.
- v. On board processing the data so that the same can be handed over to OIL as soon as acquiring the same in Phases as required by OIL.
- vi. Bidder / contractor is advised to refer to the objectives stated above and include all necessary items of Work as a part of Bidder's / contractor's firm scope to meet the aforesaid objectives of surveys and investigations.
- vii. Bidder / contractor to provide operational procedures with the tools for carrying out survey.
- viii. Bidder / contractor shall note that suitable vessel is to be mobilized to carry out surveys and investigations.
- ix. Obtaining all the necessary permits and permissions to carry out Work are in Bidder's / contractor's firm scope. Bidder / contractor shall also be responsible for all customs clearances and formalities for importing and re-exporting Bidder's / contractor's Vessel, equipment and others. OIL will only provide recommendation letters as deemed necessary by OIL. Bidder / contractor is responsible for obtaining all required statutory permits including clearance from ODAG/Naval etc for both Mobilisation & Demobilisation.

B.7: EQUIPMENT:

- i. A broad and indicative outline of equipment to be mobilised along with the vessel is provided in the table provided below.
- ii. Bidder / contractor is required to provide the details of the systems proposed to be used for the entire scope of work and the basis for selection of the proposed equipment and proof of usage in other similar offshore projects and based on UKOOA/OGP and other standard Industry guidelines.
- iii. Bidder / contractor shall list out a detailed equipment list and propose additional equipment to carry out the scope of work satisfactorily and efficiently.
- iv. Contractor shall ensure that adequate back-up equipment is available onsite to ensure 100% redundancy to maintain continuous operations without any downtime.
- v. There is likelihood of fishing activities in the survey area. Vessel to be mobilised shall be fitted with suitable grappling hook and a spare for use with onboard winch in the event that fishing nets are encountered in the area.
- vi. Vessel provided by CONTRACTOR shall have air-conditioned accommodation capacity for at least 2 client representatives in addition to survey & vessel crew and deck space sufficient and necessary winches, A frame etc. for preparation, and lowering and retrieving the survey equipment. The computer plotter, recorders and communication system shall be within a covered space. CONTRACTOR shall submit specifications of the vessel as part of the technical bid.
- vii. The vessel must have a clean, dedicated source of electrical power to operate navigation and geophysical equipment. The vessel shall be capable of steaming at adequate speed and successfully undertaking survey operations at about five (5) knots. Acoustic noise from the vessel's engines and machinery shall be effectively alleviated.
- viii. The vessel shall carry sufficient crew for continuous twenty-four (24) hour operation. The ship's crew should include personnel to assist during coring operations.
- ix. As a minimum, the survey vessel shall be equipped with the following communications equipment:
 - Ship-to-shore radio, telephone, and telefax facilities,
 - Ship-to-ship VHF radio systems.
- x. The radio communication equipment shall not cause interference with radio positioning equipment.
- xi. The CONTRACTOR shall provide and pay for all fuel, water, provisions, lubricants, wages and all other expenses of the Master, Officers and Crew; all maintenance and repair of the vessel's hull, machinery and equipment also, for all insurance on the vessel, all dues and charges directly related to the vessel's flag and/or registration, all deck, cabin and engine room stores, cordage required for ordinary ship's purposes mooring alongside in harbour, and all fumigation expenses and deratisation certificates. The CONTRACTORS' obligations under this Clause extend to cover all liabilities for consular charges pertaining to the Master, Officers and Crew, customs or import duties arising

at any time during the performance of this CONTRACT in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions, and other matters.

- xii. The CONTRACTOR shall pay and responsible for all customs duties, all permits, all statutory clearances, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, both for the vessel and/or equipment, required for or arising out of this CONTRACT. However, COMPANY shall assist the CONTRACTOR in getting the clearances by providing documentary Support.
- xiii. Indicative list of equipment but not limited to the following:

Sl. No	Particulars of Equipment	For 0 m. to 15 m. water depths
1	Positioning System	<p>Surface positioning of the survey vessel should be based on augmented global navigation satellite systems (GNSS), eg Differentially Corrected GPS (DGPS) or Clock and Orbit Corrected GPS (also referred to as SDGPS or Precise Point Positioning PPP) that typically yield sub-metre positioning accuracy.</p> <p>It is preferred that One fully independent surface positioning systems should be used. However, bidder / contractor to assure availability of spares / back-up set of DGPS set to avoid any downtime due to DGPS system failure. Position of towed sensors should be determined by vessel mounted acoustic positioning system, eg a tracking Ultra Short Baseline System (USBL) that, when properly calibrated, typically yield a relative positioning accuracy of better than 1% of slant range from vessel transducer to transponder on the tow fish.</p> <ul style="list-style-type: none"> • Bidder / contractor to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines
2	Navigational System	<ul style="list-style-type: none"> • PC NAV or equivalent Computer system • 2 computer systems per vessel + Monitors (1 spare), remote helmsman monitor • Online printer PCNav navigation and data logging software or equivalent • Bidder / contractor to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines.
3	Echo sounder	<ul style="list-style-type: none"> • Survey Echo Sounder / & Bar check. (ODOM MK-2 Dual frequency or equivalent) • Bidder / contractor to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines.

4	Side Scan Sonar	<ul style="list-style-type: none"> EG & G 260 seafloor mapping system or equivalent capable of covering 250 m on either side Adequate long cable Side Scan Sonar Surveying tools should be capable of acquiring of data of 250 m on either side and operating in water depths ranging from 0 to 200 meters with tow cables of suitable types and required lengths depending upon water depth at individual survey location. "Bidder / contractor to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines.
5	Sub bottom profiling survey	<ul style="list-style-type: none"> Sub bottom profilers of Sparker or equivalent type, with operating frequency up to 3.0 kHz, capable of operating in water depths up to 200 m, acquiring the data up to 500 meters below seabed. Bidder / contractor to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines
6	Magnetometer	<ul style="list-style-type: none"> The system should be capable of a sampling rate of at least 1Hz and have Absolute accuracy 2nT, Resolution 0.001 nT and sensitivity of at least 0.1 nanotesla (0.01nT). The sensor should be towed as close to the seabed as possible and sufficiently far away from the vessel to isolate the sensor from the magnetic field of the survey vessel. Bidder / contractor to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines.

NOTES:

- i. The age of the offered vessel shall be less than 24 years on the date of submission of techno-commercial bids. Supporting documentary evidence in this regard needs to be submitted in the technical bid.
- ii. Bidder / Contractor needs to submit desired general information in Form-A with respect to the offered vessel and successful bidder will have to submit indicative Form-B (RSEE) duly filled up immediately after award of the contract. Form-A & Form-B are provided at the end of this section. If the Form-B is amended or changed, the latest version will be applicable.

B.8: PERSONNEL:

Contractor shall deploy minimum following key personnel to perform the job as per OIL's requirement with minimum experience as mentioned below:

- a. Senior Surveyor
- b. Navigator Technician
- c. Geophysicist
- d. Quality Control Manager
- e. Any other support personnel

Senior Surveyor:

Minimum five (05) years' experience (prior to from the date of NIT) in conducting offshore geophysical surveys of similar kind in which he should have minimum one year's field experience as party chief and a minimum graduate qualification in any of the technical fields related to such geophysical surveys

Surveyor / Navigator:

- i. Degree / diploma in surveying or equivalent
- ii. Minimum three (03) years' experience (prior to the original bid closing date) in operation of relevant positioning / navigation systems and software and should have active participation in minimum 3 offshore geophysical surveys

Geophysicist:

- i. Post graduate degree in geophysics / physics
- ii. Minimum three (03) years' experience (prior to the original bid closing date) in offshore acquisition, processing and interpretation of geophysical data for similar projects and should have actively participated in minimum 3 offshore geophysical surveys

Quality control Manager:

- i. Degree in geophysics / physics
- ii. Minimum three (03) years' experience (prior to the original bid closing date) in offshore acquisition and interpretation of geophysical data in similar projects, should have active participation in minimum 3 offshore geophysical surveys and must have worked on quality control / assurance for at least 2 projects.

Mobile operation/technician:

- i. Degree / diploma in engineering.
- ii. Minimum three (03) years' (prior to the original bid closing date) experience in analogue surveys including bathymetry, seafloor mapping and sub-bottom profiling.

CVs of all proposed personnel should be submitted to OIL along with the technical bid documents. Period in this regard shall be reckoned from original bid closing date. The assigned personnel will not be allowed to be changed without prior approval from OIL.

B.9: DELIVERABLES:**1. General:**

- i. All summary reports for the Work, charts, drawings, maps and soft copies shall be submitted location wise. On board processor to compute the processing as soon as the data is acquired at site.
- ii. Within 15 days of issue of LOA (Letter of award) a detailed survey procedure/ method statement shall be submitted by Contractor to OIL
- iii. 3 copies of draft summary reports, maps, charts along with one soft copy in digital format
- iv. 3 Copies of final summary reports along with 2 soft copies in the form of CD's and Cartridges each. Format of soft outputs shall be firmed up by OIL during

the kick-off meeting. The test sections of final report shall include but not limited to the following:

- a) Executive summary
- b) Introduction
- c) Description of survey methods, procedures, equipment, and instrument calibration data.
- d) Copy of the calibration certificates of all the instruments to be attached.
- e) Listing of maps, charts, drawings enclosed with report
- f) Bathymetry chart, scale 1: 5000 & 1:10000.
- g) Geological commentary
- h) Summary of events and important field notes
- i) Interpretation techniques
- j) Laboratory results
- k) Identification of any sub-sea obstructions, and seafloor instability.
- l) Identification of existing pipeline w.r.t. seabed, free spans (lengths & heights)
- m) Summary field activity report.
- n) General conclusions and recommendations.

B.10: REPORTING PROCEDURE

I. Daily reporting:

A daily field work log covering the period from 00:00 hours to 24:00 hours shall be submitted to OIL's Representative(s) not later than 08:00 hours following the day of the report. The report shall include, but not necessarily be limited to, the following information:

- Number of Contractor Personnel, including names.
- Cumulative number of days on board for each Contractor Personnel.
- Man-hours worked in current calendar month (for day and cumulative).
- Current status of operations.
- Weather conditions and 3-day forecast.
- Length of profiles, types of equipment and /or sampling operations, date/time of instrument installation/de-installation and associated support data
- A detailed briefing of all activities undertaken during the reporting period including any period of standby and equipment breakdown.
- A summary of all HSE issues.
- 24 hour look ahead of planned activities and a testing location summary.
- Contractor and OIL Representatives comments.
- A summary of consumables used and remaining on-board (fuel, lube oil, and water).

II. Field Reports:

The field reports shall be submitted to OIL within one day after completion of field work for each site/route (geophysical work) and shall include, but not necessarily be limited to, the following information:

- a. Preliminary processed and raw data (see "Electronic data" section below);
- b. Executive summary, including a description of the field procedures and a preliminary description of results, preliminary conclusions and recommendations;
- c. A location map and preliminary drawings of the survey area showing basic features of the seafloor morphology and sub-seafloor stratigraphy, plus appropriate data examples;
- d. soil conditions from gravity cores including recovery, type of sampling and on-board laboratory testing and the data in tabular form
- e. Identification of any unusual conditions that could adversely affect foundations design;
- f. Position of tests and elevation of seabed with respect to reference datum;
- g. Description of equipment and techniques employed;
- h. Chronology of surveys, mentioning progress of measurements and all possible incidents or changes on site conditions occurring during surveys;
- i. Daily activity log; and
- j. Personnel who are supervising and performing work.
- k. Description of the field geotechnical operation and investigation;
- l. Interpreted summary of soil conditions at the boring locations, highlighting any significant soil conditions or recommendations;
- m. Preliminary boring logs of soil boring with plots of offshore laboratory test results;
- n. Preliminary plots of all in situ tests performed; including preliminary interpretation of various engineering parameters from in-situ tests e.g., shear strength, relative density, OCR. Assessment of general soil conditions in the field.
- o. Copies of daily progress reports with a concise summary of field activities including a summary table containing time, production, and HSE statistics; and
- p. Copies of all relevant HSE information such as all incident reports.

It is important that the field reports address any findings that may require immediate action by OIL.

III. Draft Reports

Initial results of geophysical investigation shall be submitted within 20 days after completion of field work to OIL in written draft reports for review and comments. These draft reports shall be as complete as possible and shall contain all pertinent data and recommendations. It shall include, but not necessarily be limited to, the following information for geophysical survey:

- a. Description of survey methods, procedures, equipment and instrument calibration data.
- b. Bathymetric chart and isopach of sediments, scale of 1:5000
- c. Identification of any subsea obstruction and/or sea floor instability.
- d. Geological features of interest

- e. Identification of sub bottom sediment layers
- f. Presence of any metal object on the sea floor including existing pipelines, cables, wrecks etc.
- g. Longitudinal geological profile.
- h. Analogue original of raw survey recording identifying features of interest such as pipelines, crossings, anchor, metallic objects subsea obstructions etc., and bathymetric and sub bottom discontinuities from the echo sounder, sub bottom profiler, side scan sonar.
- i. Identification of hazards with intensities ranked as low, medium and high risk.
- j. Seafloor geologic hazards include fault scarps, gas vents, unstable slopes and reef, sand waves, scour, liquefaction, shells/ coral banks, drop stones and iceberg scars, submarine channel/valleys, pock-marks, human obstruction, etc. Subsurface geological hazards include faults scarps, gas vents, unstable slopes and reefs, sand waves, scour, liquefaction, shells/coral banks, drop stones and iceberg scars, submarine channel/valleys, pock-marks, human obstruction etc. Submarine geological hazards include faults, gas-charged sediments, abnormal pressure zones and buried channels, karstification, gas hydrates, susceptible soil strata etc.
- k. Processed and raw data (for "Electronic data" see section below);
- l. Summary of conclusions from field data;
- m. Site location map and drawings, including track drawings, isopach drawings detailing the variation in thickness of the surficial sediment, and seismic profiles prepared for the central line showing picked horizons;
- n. If applicable, drawing should include results of previous soil investigations (provided by OIL);
- o. Precise position of all seismic spread lines (number, position, length, coordinates and level XYZ of end points). All these reference data will be mentioned both on drawing and table;
- p. All interpreted spread lines presented as geological profiles, with individualization of various strata, presumed nature of each stratum and corresponding seismic velocity

IV. Final Reports

Final geophysical report shall be submitted to OIL within 7 days after reception of review comments on the draft reports.

B.11 DIGITAL DATA

The requirements have been enumerated earlier at appropriate places in the document. The digital data shall include, as a minimum, in addition to earlier stated requirements, raw and processed in-situ test data, summaries of all lab test results whether on-board or onshore, all tables from reports presenting proposed design parameters, analysis result tables etc.

Seafloor Mapping Survey:

- Digital Terrain Models (DTMs) of the bathymetric data shall be delivered in ASCII XYZ format.
- Backscatter data will be delivered in ASCII XYZ format.

- Sounding data shall be delivered in ASCII XYZ format. All static and dynamic corrections applied to the data shall be clearly detailed in the accompanying data report.
- Seafloor intervention outlines, if required in the project specifications, shall be delivered as polygon features in a GIS-compatible format.
- Seafloor features created as an interpretation result of side scan sonar, multibeam echo sounder or video data shall be delivered as point or linear features in GIS-compatible format. Features can comprise point locations or outlines of either natural features such as outcrops, or man-made features such as pipelines, trenches, rock dumps, or seafloor infrastructure.
- Restricted areas (e.g., safety zones, anchoring and fishing prohibited areas, anchor zones, dumping grounds, environmental protection areas, military areas, etc.) shall be delivered as polygon features in GIS-compatible format with required metadata and attributes.
- Vessel and sensor tracks shall be supplied as line features. The files shall be delivered in UKOOA P1/90 format.
- Side Scan Sonar data shall be delivered as georeferenced raster data files in PNG, JPG, or TIFF format. The geo-referencing information shall be embedded into the raster file (if the file format supports this) or delivered as separate files.
- Still pictures shall be delivered in JPG or TIFF format, with a georeferenced position for the picture.

Sub-Seafloor Mapping Survey: sub-bottom profiling:

- Mass storage of raw seismic profiler data in SEG Y, and TiFF, PDF format or equivalent; SEG Y data will have all necessary trace headers set properly as well as line header information.
- Observers logs and Navigation Logs including all operational parameters, delays, line number, data storage reference, shot point numbers, feather angle, streamer and gun depths in word processing, spreadsheet or pdf file;

Sensor position in UKOOA P1/90 and P2/94 format. Contractor should deliver raw shot gather data with merged navigation (not resampled) as well as processed data (with common mid-point/image navigation merged), and the processing shall be agreed with OIL.

OIL will specify on which device/medium the data is required (e.g. cartridge tape 3592).

Magnetometer:

Magnetic field data in ASCII X Y and Magnetic Field File; Positioning data for magnetometer sensor in UKOOA P1/90 and / or P2/94 format (alternatively IOGP P1/11 and P2/11)

GIS based ground model of soil properties / conditions across the field:

Geographic Information System (GIS) based data presentation for geophysical data shall form part of the deliverables by the Contractor. The final GIS data delivery is to consist of an ESRI ArcGIS package with all the data used and produced during the different geophysical studies (data in GIS based format shall be provided to the Contractor) including but not limited to the following:

- 1) Geodatabase / FGDB files (*.gdb) when applicable, or shapefiles (*.shp) otherwise; Map Document files (*.mxd) and Layer files with symbologies used into the reports (*.mxd)
- 2) Projection files (*.prj);
- 3) Raster files provided in GeoTiff format and outside the Geodatabase;
- 4) All associated documents (hyperlinks) – i.e., reports, charts, base maps, etc. (if not proprietary);
- 5) A document describing all the GIS content provided and procedure to update the model in future with additional geophysical data if required.

PART-C GEOTECHNICAL INVESTIGATIONS:

C.1 SCOPE OF WORKS

The Scope of Work for Geotechnical studies includes carrying out **Geotechnical borehole and Piezo Cone Penetration Test (PCPT) bore hole, soil sampling and soils analysis** to carry out jack-up leg penetration and safe deployment of independent jack-up rig, for the purpose of installation of offshore platforms at two locations (east platform and west platform) in the water depths up to 15 m. The detailed scope of work is described as follows.

Survey Contractor shall provide all project management services to satisfy Contract requirements, such services including overall project management for survey work, co-ordination, administration, and reporting associated with the execution of the Contract.

The scope of work includes the following.

- Two number of geotechnical bore holes at Centre of platform (one for east and one for west) to a minimum depth of 100m through all types of soil strata for east and west field
- Two number of Cone Penetration Test to a depth of 100m adjacent to the borehole drilled for east and west field.

The Geotechnical study services required should include but not limited to the following:

- i. **Mobilization** of complete Marine Spread with drilling, sampling, Piezo Cone Penetrometer Test (PCPT) and on-board laboratory testing equipment and required qualified personnel to perform the required tasks efficiently and successfully. The marine spread should be suitable for undertaking soil investigation work as specified in the scope of work and under environmental conditions prevailing in the work area, and capable of carrying out geotechnical operations in offshore blocks with water depths ranging up to 15 m.
- ii. To install satellite-based data **communication system**, positioning and navigation system.
- iii. **Position** the Geotechnical vessel/ jack- up rig / Barge Jack-Up Rig /Barge using DGPS with an accuracy of +/- 2 meter
- iv. To **collect the samples on board** the Geotechnical Drill Ship/ jack- up rig /Barge Jack-Up Rig/Barge.

- v. To perform the **field investigation** work as detailed later including borehole with in-situ tests, soil sampling, Piezocone penetrometer test (PCPT), **on-board laboratory testing**, storage of retrieved samples on-board, selecting and packing soil samples to be transported to on-land laboratory for further testing, **on-board data interpretation** (in-situ and laboratory test) and preparation of **Field investigation report**.
- vi. **Transportation** of the retrieved and saved soil samples to on-land laboratory.
- vii. Performance of **on-land laboratory testing** will be required to be carried out as detailed under technical specifications section below.
- viii. **Data interpretation** of on-land laboratory testing.
- ix. **Integration** of geophysical data, in-situ test data, on-board and on-land laboratory test data and evaluation of all required geotechnical design parameters for use as input in the analysis and design of foundations for various envisaged facilities / other geotechnical problems e.g. slope stability and geohazard assessment.
- x. Submission of **Final Reports** along with all data in the required formats and, preparation and submission of report(s) as per the stipulated deliverables in the contract.

C.2 GENERAL CONDITIONS

- a. Soil investigation is to be carried out starting from seabed up to 100 meters as per the procedure mentioned in **Sampling and In-Situ test procedure**.
- b. PCPT borehole to be drilled to determine potential of Punch Through at the location. In case of “**Punch Through**”, PCPT borehole and investigation borehole to be carried out at alternate location in consultation with OIL’s representative.
- c. Soil investigation is to be started with drilling borehole to determine the soil properties.
- d. Contractor/Bidder should have facility to analyse the data on board.
- e. Sampling and testing procedure can however be modified by Senior Geotechnical Engineer of the Contractor in consultation of OIL’s representative, depending upon type of soil encountered and purpose of the investigation.
- f. The soil investigation for proposed drilling locations shall be carried out at coordinates provided by the Company. The Contractor/Bidder will be intimated about change in location coordinates if any, in advance.
- g. Contractor shall commence the work promptly upon the direction of OIL and within adequate time to perform the field work.
- h. Contractor shall provide all marine spread viz. equipment, manpower, supervision to conduct Soil Investigation. Upon instruction from Company, Contractor shall proceed to location as directed by Company.
- i. Soil investigation for this location is required to determine the nature of the seafloor and sub-bottom soil strata in order to determine their engineering properties for use in the analysis of drilling Jack up Rig/ Mat, leg penetration.
- j. In addition to offshore site soil investigation, Contractor shall carry out measurements of location, water depth and provide graph of sea level (water depth) against time in the report.

- k. The Contractor shall provide all accessories and necessary back-up equipment on Geotechnical drill ship/ Jack-up rig to carry out the work without loss of time.
- l. Prior to commencement of operations and positioning of the Geotechnical drill ship/ Jack-up rig, Bidder /contractor shall be responsible for fully familiarizing himself with the local environment and meteorological conditions within the proposed survey area. All proposed Geotechnical drill ship/ Jack-up rig and equipment shall be suitable for continuous (24 hours) operation.

C.3 CONTRACTOR'S RESPONSIBILITIES

The responsibilities of CONTRACTOR shall include, as a minimum, as described herein.

- a. CONTRACTOR shall obtain COMPANY approval to any deviation from the requirements of this specification.
- b. COMPANY acceptance or approval of CONTRACTOR methods, equipment and personnel shall in no way relieve CONTRACTOR of his sole responsibility for the proper execution of the works to the satisfaction of COMPANY.
- c. CONTRACTOR shall provide all necessary equipment and labour to undertake the survey professionally inline with good survey practice and shall show due consideration to the safety of all personnel, including sub-contracted personnel onboard.
- d. All equipment, instruments and personnel mobilized for the execution of the survey works shall require prior approval of COMPANY.
- e. It is CONTRACTOR's duty to ensure that all equipment and survey vessels used are operated safely and that all safety equipment conforms as a minimum to statutory regulations. CONTRACTOR shall take account of COMPANY's Safety Policy Statement and Vessel Safety Audit.
- f. CONTRACTOR shall be responsible for obtaining necessary statutory approvals from government authorities required for his performance of works as stated in this specification.
- g. CONTRACTOR shall be responsible for obtaining permission to occupy all geodetic control stations.
- h. CONTRACTOR shall also be responsible for the provision of positioning frequency licenses, the obtaining of all marine and port control clearances and permits for the positioning services and survey work and for complying with all relevant regulations of Government and Marine Authorities.
- i. CONTRACTOR shall be responsible for receiving all the available survey data and checking its accuracy and suitability for the subsequent activity to be carried out.
- j. CONTRACTOR is deemed to have recognized any restrictive features of the site and/or specific requirements of the works and to have made due allowance in the works to be performed.
- k. CONTRACTOR shall also be responsible for the acceptable position fixing of the vessels used for the works in accordance with the standards and requirements detailed hereinafter.
- l. CONTRACTOR shall provide and maintain quality assurance inspection systems that are necessary to ensure that all specified requirements are complied with. CONTRACTOR shall not undertake survey, positioning, and

monitoring operations if his equipment has not been calibrated and approved in accordance with the requirements given herein.

- m. CONTRACTOR shall be responsible for securing all frequency allocation permits that will be required to complete the work.
- n. CONTRACTOR shall be responsible for providing communications equipment between the shore control stations and the construction vessels and between calibration stations during the provision of the positioning and survey services.
- o. CONTRACTOR is to work under and in accordance with the Contract and under the guidance of the designated COMPANY representative.
- p. All equipment shall be demonstrated and wet tested, as appropriate, under observation of COMPANY representative prior to leaving port.
- q. All raw data shall remain the property of COMPANY and shall only be disposed of with prior COMPANY approval.

C.4 TECHNICAL SPECIFICATIONS:

This section outlines the required in-situ tests and sampling in different modes of deployment for various facilities and includes the on-board laboratory testing requirements.

Contractor shall ensure that all required equipment, support systems, data recording and interpretation hard and software, as per international best practices, are available on the investigation vessel. The in-situ testing shall be performed as per codes, standards and guidelines / other standards referred therein. Further details and requirements about them are enumerated subsequently.

Contractor shall prepare and provide a plan / prognosis of testing / sampling at each location to OIL representative for their review and approval at least a day in advance of the commencement of the field work at the location.

a) Codes and standards

Following codes and standards (Latest edition) shall be used during the execution of work.

- (a) IS 1892 – Sub surface investigation for foundations
- (b) IS 2131– Method of standard penetration test for soil
- (c) IS 1498– Classification & Identification of soils for general engineering purposes
- (d) API RP 2GEO and API RP 2A

b) Sampling and In-Situ test procedure:

Generally, the sampling and In-situ test procedure shall be as under:

- a. Near continuous sampling up to 15m below sea-bed.
- b. Sampling at 1.5m interval between 15 to 30m depth.

- c. Sampling at 3m, interval between 30 to 100m depth below sea-bed, with PCPT (Piezo Cone Penetration Test), so that untested and un-sampled section do not exceed 2.5m.

The following **in-situ tests** shall be performed in non-drilling mode:

- Cone penetration test with pore pressure measurement (CPTU)
- Full-flow penetrometer tests (T-bar or Ball) – standard and cyclic
- Field vane test (FVT) - intact, residual and remoulded
- Pore-pressure dissipation test using standard CPTU cone (PPDT)

Soil sampling shall be done in non-drilling mode using the following type of samplers (as applicable):

1. Piston samplers having truly stationary piston with fixed reference to seafloor.
2. Box corer (besides sampling, miniature CPT/Full-flow penetrometer / vane shall also be performed on retrieved Box cores)
3. Vibro-corer for hard / non-cohesive soils

The Contractor should ensure that at least 50% in length of undisturbed sample is obtained in cohesive soils. If the samples of the required length cannot be obtained in one attempt additional sample should be taken in those strata. In cohesion-less soil, if soil sample cannot be recovered, core catcher should be used to recover sample for examination.

- i. The pore water pressure shall be measured immediately above the base of the cone. All the three measurements during the PCPT tests viz. cone tip resistance, sleeve friction and pore water pressure measurements shall be stored on the computer tape and monitored. The PCPT probe shall be calibrated to the applicable standards before use in the field. The test equipment and procedures shall meet ASTM specifications as minimum.
- ii. In cohesive soils, push samples shall be obtained either with thin wall tubes or thick wall tubes, Shelby type, depending upon the type of cohesive soil.
- iii. Cohesion-less soils shall be recovered using a thick-walled Shelby tube with core catcher or a split-spoon sampler with core catcher.
- iv. Sampling shall be preferably by Push-in Sampler but in cemented sand where required sample recovery cannot be achieved, sampling shall be taken by Percussion Sampling with a Wire line Hammer.

c) On-board laboratory work

The following on-board laboratory tests shall be conducted on retrieved samples in the vessel's purpose-built laboratory by qualified technicians:

1. Torrvane test
2. Pocket penetrometer test
3. Motorized laboratory vane test (intact, remoulded and residual)
4. Fall cone tests (intact and remoulded)
5. Moisture content test
6. Unit Weight test/ Bulk and dry density

7. Indicative test for Carbonate content using 10% hydrochloric acid (HCl)
8. Unconsolidated Undrained (UU) Triaxial test (intact and remoulded)
9. Visual description including colour classification using standard soil colour chart for all samples retrieved and extruded

Adequate number of samples shall be retained and preserved and the complete extruded sample shall be described, photographed and catalogued. The records of identification, description and in-situ and laboratory test results shall be made scrupulously and forwarded to the on-shore laboratory along with the retained samples.

d) Sample Handling and Transport

Upon on-board logging and testing, samples are preserved in a temperature-controlled environment to preserve samples from exposure to environment and minimize effects on soil properties. Soil samples are double wrapped in plastic bags (non-cohesive sample) or undisturbed in wax core cartons (selected cohesive sample section) with specific label while rock cores will be stored in boxes and labelled. Labelling of the soil sample and rock core consists of:

1. Project name and/or identifier
2. Borehole identifier
3. Sampling date
4. Sample position
5. Sample depth
6. Sample number
7. Sampling equipment used
8. Top and bottom of samples
9. Vessel's name

The samples will be stored at Contractor's designated facility/laboratory. The sample handling, storage and transport shall comply with the requirements described in this document and be in accordance with ISO Standard.

e) Onshore Laboratory Testing

The laboratory testing should be carried out in Contractor's onshore laboratory. In general, all testing should be carried in accordance with relevant standards including BS 1377; Methods of Testing for Soil for Civil Engineering Purposes or ASTM (various codes). Samples should be stored in climate-controlled facilities. The laboratory testing should be completed **within three (3) weeks** after the samples arrived in the laboratory and the programme has been approved by OIL.

A proposed confirmatory onshore testing program shall be submitted to OIL for approval. As appropriate for the soil conditions and required for the purpose of pile capacity engineering, the onshore testing program may include but not be limited to the following tests:

- I. Classification Tests
 1. Moisture Content;
 2. Grain Size Analysis;

3. Determination of particle density (small pycnometer);
4. Atterberg limits (liquid limit, plastic limit and plasticity index);
5. Density of Undisturbed Sample;
6. Sulphate Content;
7. Chloride Content;
8. Geochemical (carbonate content, organic content).
9. Microscopic Examination

II. Strength Tests

10. Uniaxial Compressive Strength (UCS) with determination of Young's Modulus;
11. Unconsolidated Undrained shear strength in tri-axial compression (UU);
12. Miniature Vane Shear Undisturbed & Remoulded.

III. Consolidation Test

13. Oedometer (OED) Test

IV. Advanced Geotechnical Testing

a. Static tests

- i. Undisturbed Constant Rate of Strain (CRS) oedometer test
- ii. Remoulded CRS oedometer test
- iii. Undisturbed Static Direct Simple Shear (DSS) test
- iv. Remoulded static DSS test
- v. Fast DSS test to estimate strain rate effect on soil strength
- vi. Anisotropically Consolidated Undrained Triaxial - Compression (CAUc) test (with standard and varied strain rates to assess strain rate effects)
- vii. Anisotropically Consolidated Undrained Triaxial - Extension (CAUe) test
- viii. K0 Consolidated Undrained Triaxial - Compression (CK0Uc) test
- ix. K0 Consolidated Undrained Triaxial - Extension (CK0Ue) test
- x. Consolidated Drained test for non-cohesive soils

b. Cyclic and dynamic soil tests

- i. Cyclic DSS test incorporating post cyclic static DSS test
- ii. Cyclic triaxial test incorporating post cyclic static triaxial test
- iii. Resonant column test
- iv. Bender element test along with advanced static test

c. Geological testing

- i. Multi Sensor Core Logging (MSCL) test
- ii. Sediment age dating
- iii. X-ray diffraction for Mineralogical composition
- iv. CRS oedometer tests (intact and remoulded with load-reload loop)
- v. Low stress cyclic interface shear box test on remoulded samples

e. Special requirements for advanced soil testing

- i. Before performing the advanced strength tests, a reasonably accurate profile of in-situ effective vertical and horizontal pressures is necessary and shall be prepared by the bidder / contractor and submitted to OIL for review and approval, along with a description of the methodology adopted for its determination
- ii. All oedometer tests shall have an appropriate load-reload loop
- iii. DSS tests with both stacked ring and reinforced rubber membrane type equipment are acceptable.
- iv. Most of the triaxial tests shall be performed after anisotropic consolidation and only some K₀ Consolidated tests on the best quality samples shall be performed
- v. K₀ shall be measured from K₀ Consolidated tests and presented in the reports along with comparison of K₀ values assessed from other methods / correlations
- vi. Majority of cyclic testing shall be performed stress-controlled but a few strain- controlled tests shall also be performed where appropriate
- vii. No drainage shall be allowed between the cyclic phase and the post-cyclic static shearing.
- viii. Resonant column tests and cyclic strain-controlled tests (with bender element) shall be used to define site specific and strain-dependent shear modulus reduction and damping relationship.
- ix. Saved sample tubes with no test assignments or unused backup sample tubes shall be preserved by the Bidder / contractor in controlled conditions (e.g. without exposure to extreme temperatures) for future testing for at least 3 years
- x. Geological testing enumerated above is the minimum proposed. If required, bidder / contractor shall perform additional tests giving full justification of the need with prior approval of OIL
- xi. Geological testing shall be performed in combination with various classification /index strength testing
- xii. The MSCL testing shall be performed using Multi Sensor Core Logger consisting of 4 sensors that measure:
 - a) Gamma density
 - b) P-wave velocity
 - c) Magnetic susceptibility and,
 - d) Electrical resistivity
- xiii. MSCL may not be effective on samples in steel tubes and hence bidder / contractor shall exercise caution in selecting / preparing the samples for MSCL.
- xiv. Mineralogical test shall be done using X-ray diffraction and the following information shall also be presented:
 - a) sample preparation procedure;
 - b) original records from the X-ray diffractometer;
 - c) Instrument type and instrument parameters used.

C.5 REPORTING

Upon completion of the offshore work at the location, Contractor shall submit preliminary report within two (02) days after completion of sampling and PCPT work.

(i) On-board Preliminary Report

The report shall consist of following details/information:

- a) Computed UTM/Geographical co-ordinates of the bore holes.
- b) Bore log.
- c) Weight of hammer, height of its fall, sample diameter, blow count Vs. recovery of samples.
- d) Lithology and classification of soil strata by visual observation.
- e) In-situ and on-board lab test results.
- f) Record of water depth against time.
- g) Design shear strength profile and design parameters. (Unit skin friction and end bearing).
- h) As jack-up rig is to be deployed at this location an assessment of leg penetration for specified jack-up rigs to be carried out and included in the report.
- i) The deployment of jack-up rig on the location would be taken up on the basis of on-board report. Sufficient test should therefore be carried out on the samples collected and the report should clearly state the expected leg penetrations and precaution, if any, required at the time of pre loading
- j) Any other data as required.
- k) This report shall include preliminary log, field test results, and water depths including soil description for each core.

Results from soil sampling must include but not limited to the following:

1. Selection of soil parameters values
2. Geotechnical logs
3. Jack-up Rig penetration and punch through assessment

Note: If any comments/clarifications are required by the warranty surveyor, it is the responsibility of the Contractor to clarify the same satisfactorily to the warranty surveyor.

(ii) Draft Reports:

After carrying out laboratory tests on samples at onshore laboratory and engineering analysis, Contractor shall provide draft soil report in 3 hard copies and one soft copy in PDF. This report shall include the following information/details:

- General information (location plan, borehole location plan, time log, positioning data, co-ordinates of boreholes, tidal variation curves, water depth below chart datum etc.)
- Boring logs, in-situ test results and drilling logs.
- Results of laboratory tests performed onshore and offshore on soil samples collected.
- Design soil parameters.

- Soil resistance versus spud can/ mat penetration analysis results for the Jack up rigs expected to be mobilized, evaluation of Punch Through problem and estimate of soil resistance during pulling out of Jack up rig spud cans.
- Soil description and colour photo micro-graph of samples.

(iii) Final Reports:

The Contractor shall incorporate in the final report the comments/observations made by the Company on the on-board preliminary report/ draft report (as per time schedule), and if any comments/clarifications are sought by the warranty surveyor, it is the responsibility of the Contractor to clarify the same satisfactorily and incorporate the same in the report. Contractor must prepare separate daily reports, bi-weekly progress reports, a field report, draft reports and final reports. Each report must be a single PDF file linking all of the contents.

(iv) General:

The reports and other deliverables shall be submitted by the Contractor in the following stages of the work:

- 1) Pre-field work documentation / Method statement
- 2) Periodic reporting during field investigation work
- 3) After field investigation work
- 4) After onshore laboratory investigation work

Other requirements of periodic documentation such as Daily Progress Reports etc. are presented elsewhere in the contract. Contractor shall submit the reports initially as drafts for review and comments by OIL. After all the comments are resolved to mutual satisfaction, the final reports shall be prepared and submitted by the Contractor. Bidder / contractor should note that submission schedule of various reports shall be as mentioned elsewhere in the document. All the reports shall also contain a section on data limitation and usage guidelines. Recommendations related to detailed engineering design stage shall also be included. The following gives the details of deliverables post-field and post-field-and-onshore- laboratory investigation.

(v) Details of deliverables:

Pre-field work documentation:

Details of important pre-field-work documentation and submission have been given above. In addition, following issues shall also be addressed in it:

- a. Documentation about piston samplers having truly stationary piston with fixed reference to seafloor giving details of equipment, procedure and past records of recovery ratios from such samplers in bidder's / contractor's previous projects.
- b. Details in the Method statement of all laboratory procedures from standards other than ASTM/ISO or bidder's / contractor's practice (where ASTM or ISO procedures are not available) e.g., Thixotropy test.
- c. Precautionary measures taken / remedial actions proposed to be used for mitigating / minimizing the settlement / penetration of seabed frames into the seabed.

- d. Possibility of requirement of pilot holes based on the geophysical survey details and other information provided to the bidder / contractor, where required.

(vi) Periodic reporting during field investigation work:

The following reporting requirements shall apply:

a. Daily Progress Report (DPR):

Contractor shall submit Daily Progress Report (DPR) every day to OIL on-board representatives and the base. DPR shall contain summary of different jobs (technical/ operational/ stand-by/ miscellaneous etc.) completed during 24 hours in a time-wise manner starting from 00:00 hrs. to 24:00 hrs. DPR shall present (of the particular day and/ cumulative) percentages/ numbers of different activities (i.e., Investigations) completed with reference to planned ones. It should also describe the program for next 24 hours, Contractor's remarks (if any) and many other miscellaneous details viz. safety/ environmental incidents, QHSE details, weather and sea states etc. Contractor should consult OIL's representative(s) on-board before finalizing it. Contractor shall take approval of OIL for the DPR format before field investigation starts.

b. Fieldwork consolidated sheet:

Contractor shall prepare a consolidated "field work" sheet (preferably in EXCEL format) showing all the field locations with their water depths, seabed slopes, proposed co-ordinates, actual co-ordinates, distance from proposed co-ordinates etc. along with all the field tests (e.g., Sampling, PCPT, T-bar, Field Vane, PPDT test, Box core, Piston core etc.). Contractor will update the consolidated sheet from time to time (preferably weekly) and submit it to the OIL representative on-board and the base. Contractor shall take necessary approval of the format for consolidated sheet before field investigation to start.

c. Geotechnical Report:

The Contractor shall prepare and submit the geotechnical report to meet the objectives by executing the laboratory testing program as outlined above, followed by analysis of the data, and by providing the engineering product below:

- i. Section 1: The preliminary results of the field investigation and preliminary assessment of soil conditions across the field.
- ii. Section 2: Static Laboratory Test Data Presentation & Interpretation of in-situ & laboratory tests and, Static Soil Parameters Report. The report shall have sub-volumes to address various facility types.
- iii. Section 3: Cyclic and Dynamic Laboratory Test Data Presentation, Presentation and Interpretation, and Cyclic/Dynamic Soil Parameters Report. Wherever required, the report shall have sub-volumes to address various facility types.
- iv. Section 4: Geological Core Logging Descriptions and Interpretation.
- v. Section 5: Integrated Geotechnical and Geophysical Report.
- vi. Digital data (preferably in EXCEL worksheets) as follows:
 - a. Facility-wise tables of on-board laboratory testing results

- b. Facility-wise in-situ test data (measured and processed) as per requirement of ISO 19901-8 (2014)
- c. Facility-wise onshore laboratory test results data as per requirements of ISO 19901-8 (2014)
- vii. GIS based ground model of soil properties / conditions across the field.

The geotechnical report shall be submitted as draft for review. Final report shall be submitted incorporating the comments. The report shall contain the minimum as follows.

Chapter 1:

- 1) Introduction describing purpose, scope, philosophy followed and contents and organization of the integrated site characterization and geohazards assessment report.
- 2) Regional setting and shallow geologic conditions describing regional geology, bathymetry, physiographic provinces, regional stratigraphy, project area stratigraphy.
- 3) Integrated geologic and geotechnical assessment of foundation zone sediments describing zones of likely similar geotechnical conditions and interpreted geotechnical parameters for various proposed infrastructure (Ex: riser touchdown location etc.)
- 4) Geohazard considerations detailing geohazards such as mass movements, faulting, sediment transport, static (passive) hazards, seismic hazards, anthropogenic features and processes, that could affect field development. Development of a geohazards matrix as well as preliminary development of favorability maps.
- 5) Slope stability assessments describing regional probabilistic slope stability modelling and preliminary site-specific deep-water and shelf break slope stability assessments
- 6) Data limitations of sediment samples, geophysical datasets, velocity data, and sediment samples and geophysical correlation
- 7) Conclusion and recommendations

Chapter 2:

- 1) Description of approach and methodologies employed including: geohazard field sampling program, non-destructive core scanning and multi sensor core logging, standard core logging and photography, geotechnical and geochronological laboratory testing.
- 2) Description of observed features and characteristics from CT scans, MSCL logging, detailed core logging and geotechnical testing, including: features associated with sediment transport and depositional processes, facies classification schemes.
- 3) Mineralogical analysis results and its limitations, if any
- 4) Discussion and interpretation on the recurrence, frequency, and timing of sedimentological events with a focus on the past 10,000 years
- 5) Summary of results and conclusions

Chapter 3:

The preliminary results of the field investigation shall consist of following minimum information:

- 1) Description of the field geotechnical operation and investigation;
- 2) Interpreted summary of soil conditions at the boring locations, highlighting any significant soil conditions or recommendations;
- 3) Preliminary boring logs of soil boring, PCs and BCs with plots of offshore laboratory test results;
- 4) Preliminary plots of all in situ tests performed; including preliminary interpretation of various engineering parameters from in-situ tests e.g., shear strength, relative density, OCR. Assessment of general soil conditions across the field.
- 5) Copies of daily progress reports with a concise summary of field activities including a summary table containing time, production, and HSE statistics;
- 6) Copies of Recovery sheets; and
- 7) Copies of all relevant HSE information such as all incident reports.

Chapter 4:

- 1) Description of approach and methodologies employed for in-situ tests, on-board and onshore laboratory testing and interpretation
- 2) Final results and interpretation of in-situ test results
- 3) Results and interpretation of conventional (classification / index) offshore and onshore laboratory testing Results and interpretation of advanced static laboratory testing
- 4) Integration of in-situ and laboratory test results, facility wise interpretation of soil stratigraphy indicating soil units / sub-units (this shall also include integration with geophysical data) and evaluation and recommendation of static soil engineering parameters
- 5) Description of the soil conditions and stratification at the PCs, borings and CPTUs/Full-flowpenetrometertestlocations. The soil stratification shall be subdivided into soil type units, based upon engineering characteristics and their impact on the design process.
- 6) For each soil type units, a discussion of basic soil classification properties, soil strength, deformation properties and if appropriate tests have been performed, cyclic and dynamic properties.
- 7) For each soil type, a discussion of the correlation between in-situ test results (both direct and inferred) and properties measured in the laboratory.
- 8) Wherever possible, established correlations between soil parameters shall be evaluated on the data from the present field and their applicability / non-applicability shall be established.
- 9) For each soil type units, recommended soil parameters for design purposes.
- 10) Final boring logs and plots of depth wise graphical presentation of various soil engineering properties indicating proposed upper bound, mean and lower bound parameter interpretation.

Chapter 5:

- 1) Presentation and interpretation of cyclic and dynamic laboratory test data, and cyclic/dynamic soil parameters
- 2) Evaluation of consolidation characteristics, static strength parameters and cyclic strength characteristics including contour diagrams for evaluation of equivalent number of cycles.
- 3) Provision of engineering analysis (where required) and recommendations based on the type of infrastructure and associated soil properties and profiles.
- 4) Technical note, clearly indicating the philosophy followed for performance and interpretation of various dynamic and cyclic tests; procedure to use various diagrams and data to arrive at required dynamic and cyclic soil parameters.
- 5) Engineering analysis procedure shall include pile axial capacity, pile lateral capacity and mud-mat bearing capacity including procedure adopted, limitations if any and reference to codes and standards and industry standard procedure. Complete information shall be provided for assumptions made if any.
- 6) Design Skin friction and end bearing values for each layer in accordance with API RP 2GEO for pile capacity as well as for pile driving and installation.
- 7) Pile Axial Capacity curves for 48", 54" and 60" open ended pipe piles in accordance with API RP 2GEO procedures.
- 8) P-Y, T-Z and Q-Z curves for 48", 54" and 60" piles in accordance with API RP 2GEO.
- 9) Mud-mat bearing capacity for circular, triangular and rectangular geometry in accordance with API RP 2GEO
- 10) Recommendation on Jack up rig spud can penetration for future well drilling purposes. Company will provide the jacket and its weight during the project period.

C.6 PERSONNEL

Qualifications / Experience requirements (For Geo-Technical survey):

Contractor shall deploy minimum following key personnel to perform the job as per OIL requirement with minimum experience as mentioned below:

Party Chief/Site Manager:

- i. Degree in Geophysics / Geology/ Geotechnical/Civil engineering or Equivalent
- ii. Minimum five (5) years (360 Logged day) experience in conducting offshore Geotechnical Investigation as Site Manager/Party Chief.

Technician:

- i. Degree / diploma in engineering.
Minimum two (2) years' experience in Soil Testing and analysis

C.7: DIGITAL DATA

The requirements have been enumerated earlier at appropriate places in the document. The digital data shall include, as a minimum, in addition to earlier stated requirements, raw and processed in-situ test data, summaries of all lab test results whether on-board or

onshore, all tables from reports presenting proposed design parameters, analysis result tables etc.

(i) Geotechnical Data

Digital data (preferably in EXCEL worksheets) as follows:

Tables of on-board laboratory testing results

In-situ test data (measured and processed) as per requirement of ISO 19901-8 (2014)

Onshore laboratory test results data as per requirements of ISO 19901-8 (2014)

(ii) GIS based ground model of soil properties / conditions across the field

Geographic Information System (GIS) based data presentation for geotechnical data shall also form part of the deliverables by the Contractor. The final GIS data delivery is to consist of an ESRI ArcGIS package with all the data used and produced during the geotechnical studies including but not limited to the following:

- 1) Geodatabase / FGDB files (*.gdb) when applicable, or shapefiles (*.shp) otherwise; Map Document files (*.mxd) and Layer files with symbologies used into the reports (*.mxd)
- 2) Projection files (*.prj);
- 3) Raster files provided in GeoTiff format and outside the Geodatabase;
- 4) All associated documents (hyperlinks) – i.e. reports, charts, base maps, etc. (if not proprietary)
- 5) A document describing all the GIS content provided and procedure to update the model in future with additional geotechnical data if required.

D. DRILLING

(i) WEATHER FORECASTING & REPORTING

The weather forecast to be valid for 72 hrs and shall include 6 hourly forecasts of following:

- a. wind direction
- b. wind speed/gust
- c. height of swell
- d. direction of swell
- e. height of swell
- f. period of swell
- g. significant wave height
- h. maximum wave height
- i. position of low pressure
- j. speed and direction of movement of low pressure

- The recipients of the reports will be advised at the time of issuing the contract.

- Location – As per Figure 1.1
- Frequency: Twice daily i.e., 0600 hrs & 1800 hrs.
- During periods of depressions & Tropical storms frequency to be increased to four i.e., 0000hrs & 1200 hrs.

(ii) SERVICE REQUIREMENT:

1. To provide daily Weather report for operations. Unless advised to stop, Daily weather Report is to be provided daily and uninterrupted with effect from the day OIL desires, for which 7 (seven) days prior notice will be issued. OIL reserves the right to start, stop and restart the service at its discretion. No amount will be paid during the period when service is not availed. The service if desired by OIL is to be stopped with immediate effect.
2. Sea state and weather forecasts must be provided on a minimum of a daily basis whilst operations are in progress. The forecast shall provide the following:
 - a. Meteorological situation for 6-hour periods covering wind speed (sustained and gust) and direction, significant and maximum wave height and direction and swell height and direction. Updates shall be provided twice a day when cyclones are predicted in the area.
 - b. Warnings and Forecast Summary.
 - c. Text forecast with 3 days look ahead.
 - d. Graphic presentation of atmospheric pressure, wave and surface wind patterns
3. The forecast frequency shall be increased to 4 or even 8 times daily when a cyclone threat materializes and will continue until the threat ceases. These forecasts shall be issued when a storm develops within 1,000 nautical miles of the location/rig, or as directed. The forecast shall, as a minimum include charts showing gale storm, cyclone position, track and forecast movement.

ADDITIONAL INFORMATION:

1. EQUIPMENT, MATERIALS AND SERVICES TO SUPPLIED BY CONTRACTOR

Contractor shall supply the suitable equipment, Materials and services for getting better and acceptable results, as per SOW. Contractor shall supply and be responsible for all necessary labour, supervision, materials, equipment including calibration and testing equipment, power tools, supplies, travel, mob/demob, customs duties and transportation to perform the soil boring program as outlined in this Scope of Work

2. STORAGE OF SAMPLES

Contractor shall handle all samples with due care, and shall re-pack all unused parts of samples in a manner to preserve their undisturbed condition as far as reasonably practicable, and shall securely store them in conditioned storage from the date of completion. The collected undisturbed and disturbed soil samples should be packed in

good quality cardboard cylinders and properly sealed with wax and polythene. All the samples should be labelled properly. Transportation of these soil samples to onshore laboratory is the responsibility of the Contractor.

3. SYSTEM OF UNITS OF MEASUREMENTS & RECORDS

Contractor shall apply SI unit system for carry out all data collection & measurements in the field, calibration of equipment, interpretation & analysis of results and submission of preliminary and final reports while conducting the Work under the contract.

BID ENCLOSURES

Bidders are requested to submit the technical information (as per the Technical Specifications & Statement of Offer in Annexure-A), along with following supporting documents:

Metocean studies:

1. Details of experience in carrying out Metocean studies for offshore oil and gas projects in the last 10 years.
2. List of key personnel having experience in similar studies along with CVs.

Geo-Physical Surveys for Offshore Field Development:

1. Details of experience in carrying out geo-physical surveys in offshore locations having water depths greater than 200 m in the last 15 years.
2. List of geo-physical survey vessels owned/leased along with details of the vessel, geo- physical survey equipment for bathymetry, side scan sonar, sub bottom profiler etc. Contractor shall provide the limitations of vessel and equipment, if any.
3. List of key personnel (Offshore operations, Offshore Survey, Geo-physics, Data Interpretation and Report preparation) having experience in similar projects along with CVs.
4. Details of present work commitment and anticipated work load of geo-physical survey vessels.

Geo-Technical Investigation:

1. Details of experience in carrying out geo-technical investigations in offshore locations having water depths greater than 50 m in the last 15 years.
2. List of geo-technical investigation vessels owned/leased along with details of the vessel, in-situ testing and offshore soil testing equipment. Contractor shall provide the limitations of vessel and equipment, if any.
3. List of personnel (Offshore Geotechnical operations, soil testing, interpretation & Report preparation) having experience in similar projects along with CVs.
4. Details and location of Onshore laboratory testing facilities.
5. Details of present work commitment and anticipated work load of geo-technical investigation vessels.

Other Documents

1. Company profile and audited financial results (Balance Sheet) for last five years.
2. Brief on Health, Safety, Environment and Quality Assurance systems followed along with track record for last three years and any relevant certification.
3. Any other relevant information that will establish that Contractor is a competent service provider.

ANNEXURE- A

Technical Specifications & Statement of Offer

All consumables and accessories necessary for carrying out the operations as per scope of work are to be provided by the bidder.

This document is not intended to be all inclusive and the use of the guidelines set forth does not relieve the bidder of his professional responsibility to collect and furnish high resolution data capable of providing the inputs for deploying drilling rigs at offshore locations.

1. Technical Specification of Geophysical Survey Vessel

SL NO	ITEM	DESCRIPTION/DETAIL/ SPECIFICATIONS
1	Name of Vessel	(Bidder to Specify)
2	Type of Vessel	Vessel Suitable to perform offshore surveys like site survey, pre/post construction surveys, in offshore area of OIL Block in Krishna-Godavari Basin. The survey vessel(s) shall be purpose built or specifically converted and equipped to undertake the survey works at the relevant survey locations. The survey vessel/s may be subject to marine verification and audits by Company before the start of the work and any findings shall be implemented by the Contractor at its cost prior to the start of the work
3	Vessel Dimensions & draught etc.	Suitable as per Scope of work. It is believed that water depth range is 5-15 m
4	Classification	Vessel should have valid statutory certificates like class & registration.
5	Condition of the vessel	The vessel offered should have statutory certificates, should meet the class requirement at all the times, vessels should comply with IMO codes and should have a minimum residual life to cover the primary period of the contract. Necessary certification to the above parameters authenticated by a reputed Third-Party inspection agency is to be submitted by the Bidder(s) along with the unpriced bid. No cost shall be reimbursed by OIL on this account to the Bidder.
6	<u>Speed</u>	(Bidder to Specify)
	i) Cruising	
	Speed ii) Survey Speed	
7	Aft Deck Space	Clear & sufficient space for installing & lowering survey, transducers & streamers.
8	Electrical/Hydraulic Winch for Survey Equipment	Should meet requirement of operation.
9	<u>A Frame</u>	As applicable
	i) Number	Sufficient power to handle lower & retrieve survey equipment
	ii) Capacity	
10	<u>Main Engine</u>	

	i) Number ii) Power	As applicable Sufficient to meet requirement of operation.
11	Propeller (Numbers)	As applicable
12	Bow Thruster	As applicable
13	Generators	i) Sufficient to meet power of the vessel. ii) Sufficient noise free power for positioning / survey equipment as per specification.
14	Radar (Number).	As per vessel class
15	Magnetic Compass	As per vessel class
16	Gyro Compass (A survey Gyro compass or equivalent heading system shall be provided on the vessel)	Bidder to specify
17	GPS	As per vessel class
18	Communication 1. GMDSS 2. Handheld VHF radios 3. Satellite Phone	Bidder to specify
19	Meteorological Equipment	Facility to record 3 times a day wind speed & direction, humidity, temperature, atmospheric pressure.
20	Space for Survey Equipment	Air-conditioned space large enough to accommodate all the survey equipment.
21	Accommodation	Sufficient to accommodate personnel / crew for 24hrs operations.
22	Accommodation for OIL personnel	Suitable 02(two) independent accommodation.
23	Boarding for Crew and Personnel	Sufficient Personnel/Crew to Accommodate for 24-hour operation.
24	Endurance	Bidder to specify.
25	Age of Vessel	Should Not be more than 24 years as on bid closing date.

2. Technical Specification of Geotechnical Survey Vessel

SL NO	ITEM	DETAIL/DESCRIPTION/SPECIFICATION
1	Name of Vessel	(Bidder to Specify)
2	Type of Vessel; Year of built; Classification: Valid Certificates to be submitted: Certificate of Registry Certificate of Class (Hull & Machinery)	(Bidder to Specify)
3	Geotechnical sampling capability	A full-fledged Geotechnical investigation system comprising of rapid Surface sampling system, drilling and sampling min up to 100 meters below the mud line limited to water depth plus bore hole depth of 110 meters by suitable dia. drill string, in-situ testing by Cone Penetrometer Test (CPT), T-

		bar/ball penetrometer & on-board analysis in dry and wet laboratories.
4	Principal Dimension	(Bidder to Specify)
5	Classification	Vessel should have valid statutory certificates like class & registration.
6	Condition of the vessel	The vessel offered should have statutory certificates, should meet the class requirement at all the times, vessels should comply with IMO codes and should have a minimum residual life to cover the primary period of the contract. Necessary certification to the above parameters authenticated by a reputed Third-Party inspection agency is to be submitted by the Bidder(s) along with the unpriced bid. No cost shall be reimbursed by OIL on this account to the Bidder.
7	Vessel Capability	(Bidder to Specify)
8	Propulsion & Position Keeping	(Bidder to Specify)
9	Equipment	To carry out Geotechnical investigations, in-situ testing and on-board testing of soil samples for physical strength soils for offshore structures likes Jack-up Rigs & leg penetration analysis.
10	Drilling equipment	Bidder to provide details of derrick, power swivel, equipment for heave motion compensation, seabed frame, mud pumps, drill string and bits and sampling equipment
11	Drilling equipment and procedures	(Bidder to Specify)
12	<u>Main Engine</u>	(Bidder to Specify)
	i. Number ii. Power	
13	Generators	I) Sufficient to meet power of the vessel. ii) Sufficient noise free power for positioning / survey equipment as per specification.
14	Radar (Number).	As per vessel class
15	Magnetic Compass	As per vessel class
16	Gyro Compass (A survey Gyro compass or equivalent heading system shall be provided on the vessel)	Bidder to specify
17	GPS	As per vessel class
18	Heave & Roll Compensation in case of DP Vessel	Minimum the heave compensation system to provide compensation of +/- 3m of heave & a roll compensating function compensating for the vessel's roll by ± 3 degrees.
19	Communication	Bidder to specify
	GMDSS	Satellite Phone for communication with base for day to day operation. (Only to be used in emergency)
	Handheld VHF radios	
	Satellite Phone	
20	Meteorological Equipment	Bidder to provide details of Equipment and procedures for measuring the environmental conditions, including water depth, surface and sea bottom current, and wind speed

21	Space for Equipment	Sufficient for storing, deploying & retrieving equipment
22	Accommodation	Sufficient to accommodate personnel / crew for 24hrs operations.
23	Boarding for OIL Personnel	Independent accommodation for 2(two) personnel.
24	Endurance	(Bidder to Specify)
25	On-board test laboratory	(Bidder to Specify)
26	List of references of previous jobs using the proposed survey vessel, and marine crew experience	(Bidder to Specify)
27	Age of Vessel	Should Not be more than 24 years as on bid closing date.

3. Surface Positioning System

1.a	Surface Positioning Component	Bidder's Offer
	i. Mobile GPS receiver a) Receiver type b) No. Of channels c) Capability of processing differential corrections Accuracy	
	ii. Augmented GNSS system a) No. of independent systems b) Accuracy of horizontal position of GNSS antennae relative to geodetic CRS Satellite link frequency c) Accuracy of height of GNSS antenna e relative to the reference	
	iii. Navigation a) Navigation software b) Computer system c) Printer, plotter, record annotator	
	iv. HAMS a) Make & Model of the sensors b) Heading accuracy (GNSS based) c) Roll and pitch accuracy d) Heave accuracy	
	v. USBL system a) Angular accuracy b) Range accuracy	

4. Analogue equipment

S.No.	Analogue equipment	Bidder's Offer
2.a	Multi beam Echo sounder 1. No. of channels 2. Frequency range 3. Beam width 4. Swathe width 5. Ping rate	

	6. Maximum depth measurable 7. Depth resolution 8. Recording Accuracy (Digital)	
2.b	Heave compensator 1. Make & model Resolution	
2.c	Side scan sonar 1. Make and model 2. No. of channels 3. Nominal transducer frequency 4. Pulse length 5. Horizontal and vertical beam width 6. Beam depression angle 7. Ranging capability 8. Tow fish depth capability 9. Resolution 10. Recording (digital)	
2.d	Sub –bottom profiler 1. Make and model 2. Penetration 3. Resolution 4. Recording (digital) 5. Transducer details	
2.e	CTD /VS transducer with display unit 1. Make and model 2. Conductivity accuracy 3. Temperature accuracy 4. Sound velocity accuracy 5. Depth (pressure) Recording accuracy	
2.f	Processing software for side scan sonar, multi beam echo sounder and sub bottom profiler data	
2.g	Magnetometer 1. Make and model 2. Sensor 3. Sensitivity 4. Accuracy 5. Frequency range	

5. Geotechnical Systems

S.No.	Analogue equipment	Bidder's Offer
a.	Down hole Sampling Equipment	
b.	Down hole in-situ measuring equipment	
c.	Seabed Operation Equipment	
d.	T Bar	
e.	Box Cover	
f.	Deck Scout	

6. Proforma For Bidder Personnel Experience

Name	
Job Title	

DOB	
Highest Educational Qualification	
Nationality	
Total relevant experience	
Date of Employment	
Employment History	
Technical and Safety Training History	

Form-A

GENERAL INFORMATION ON SURVEY & SUPPORT VESSEL(S)

(To be submitted with bid in respect of offered vessel)

(A) SURVEY VESSEL (S) / SUPPORT VESSEL (S)

- Name
- Owner
- Year of manufacture/rebuilt
- Port of Registry & No
- Call sign & Frequency
- Official No. / IMO Code No.
- Flag
- Length
- Draft
- Beam
- Hull
- Tonnage Gross/Net
- Engine & Generators (Make, Model & Capacity)
- Propulsion
- Cruising Range & Speed
- Fuel Capacity
- Water Capacity
- Endurance
- Bridge Equipment
- Radar
- Auto-Pilot
- Echo Sounder
- Communication Equipment
- Satellite Receiver
- Radio Telephone
- VHF
- Classification
- GDMSS

(B) RADIO NETWORK SET (SSB, VHF & MARISAT ETC.)

- No. of sets which will be deployed
- Make
- Model & Type
- Frequencies
- Band width
- Range
- Radiated Power

- Type of emission
- Other specifications, if any

(C) AUXILLIARY/OTHER EQUIPMENT

List to be provided with specifications

(D) STANDBY EQUIPMENT & MAJOR ASSEMBLIES

List to be provided with specifications

(E) SAFETY EQUIPMENT

List to be provided as per requirement in the operation

(F) GENERAL INFORMATION

- a) Years of experience and expertise on conducting 3-D Marine Geophysical survey.
- b) List of Countries and clients for whom similar services were rendered in past couple of years.
- c) Additional information may be furnished on separate sheet together with technical details etc.

(End of FORM-A)

Form-B

(Refers to Sub Para 7I of the Revised Security Guidelines)

(To be submitted immediately after award of contract)

FORM RSEE

PROFORMA FOR MOD CLEARANCE RESEARCH, SURVEY, EXPLORATION & EXPLOITATION OF RESOURCES IN MARITIME ZONES OF INDIA (MZI)

S.No.	Particulars	Remarks
1	Name of the sponsoring organization/institution. The names of Director and research staff of the project with their biodata.	
2	Nationality:	
3	Is the organization a Government agency or a private institution? If private state if Government aided and to what extent?	
4	The nature objectives and description of the research project with complete schedules of the research project with complete schedules of activation.	
5	The precise geographical areas. In which the activities are to be conducted including routes and ports to be used during such research.	
6	The proposed ship's track showing the sequence of each leg to be traversed is to be indicated from time the ship leaves the last foreign port until it arrives at the next foreign port (Attach copy of Chart).	
7	The complete schedule of activities, including the expected dates of commencement and termination of the research project the dates of laying and recovery of observation buoys and their positions, arrival and departure or removal and departure of removal of personnel, installations, vessels and other equipment to be used.	
8	Particulars of the vessel/platform to be used: -	
	A Name	
	B Type	
	C Signal Letters	
	D Length	
	E Draught	
	F Tonnage	
	G Speed (if applicable) Economical Maximum	
	H Endurance (if applicable)	
	I Means of propulsion (Diesel, Steam, Nuclear):	
	J Name of the Commanding Officer (s) / Senior Officer Rank, Seniority	

	K	Number of officers (Attach nominal roll)	
	L	Number of sailors (Attach nominal roll)	
9		Details of the equipment to be used for research. Make and capabilities of the equipment to be given: -	
	A	Bathymetric, echo sounder, Precision Depth Recorder, current & salinity measuring equipment etc.:	
	B	Magnetic:	
	C	Gravity:	
	D	Geological:	
	E	Biological:	
	F	Chemical:	
	G	Seismic:	
	H	Meteorological:	
	I	Physical (Temperature, current, conductivity etc):	
	J	Navigational Radar, Loran, Omega, Inertial, Satellite Receivers etc.:	
	K	Radars other than Navigational radars fitted, purpose, function, make, model and frequency band.:	
	L	Electronic devices, e.g., Instantaneous Frequency measurement and analyzer equipment fitted on board purpose, frequency, coverage etc.	
	M	Radio communication transmitters/receivers and D/F number, power output and frequencies covered	
	N	Data logging and processing equipment type and details of computer and interfaces.	
	O	Sonar and TV equipment, acoustic monitoring and frequency analyzers fitted on board purpose, frequency and brief description.	
	P	Oceanographic and Hydrographic Winches	
	Q	Any other items of underwater research such as CTD probes, submersibles etc.	
10		Particulars of Submersible (to be deployed)	
	A	Propulsion details	
	B	Max operating depth	
	C	Whether Manual or remotely operational/Crew Capacity etc.	
	D	Instrumentation/Type of Sensors onboard	
	E	Communication Channels	
	F	Purpose of deployment	
	G	Duration of deployment / Periodicity etc.	
11A		How many Indian research personnel/ observers, is to the organization prepared to associate with the project and/or embark on the vessel/ platform on a no cost basis.	

11B	. Will the Indian research personnel be permitted and assisted to handle the equipment fitted on board, record observations or gather samples?	
12	. Is the organization prepared to accept any temporary installation of Indian equipment on board the research vessel at the expense of the Government of India?	
13	. The under mentioned undertaking is to be provided by the organization.	

I/We hereby undertake: -

- a) To engage in only bonafide activities as permitted by the GOI.
- b) To associate Indian scientists/observers nominated by GOI with the activities and afford them all facilities, on a no cost basis.
- c) To provide raw & processed data to the GOI/ authorized agency on completion of each phase of the programme and the final results on conclusion of the project.
- d) That data collected and analysis thereof, shall not be published or disseminated to any third party, without prior concurrence of the GOI
- e) To provide GOI with periodical reports as prescribed by GOI on the progress of the project.
- f) To make no changes or alterations in the programme/project, as approved by the GOI, without, it's express approval.
- g) To submit all vessels / platforms for inspection by GOI/authorized agencies prior to their deployment in the MZI, or at any time, thereafter as desired by the GOI.
- h) That the subject research shall not provide or form any basis (both legal or any other) for any claim on the sea area or part thereof, or its resources (both living and non-living) in the MZI.
- i) To abide by all terms and conditions stipulated by the GOI and its exclusive right to terminate the programme/project, at its discretion, at any time.
- j) To provide GOI with any additional information or details as may be required from time to time.

(End of FORM-B)

(END OF SECTION-II, PART – 3)

PART-3
SECTION – III
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

1.0 DEFINITIONS:

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

- (a) **“Approval”** as it relates to Company, means written approval.
- (b) **"Company"** or “OIL” or “COMPANY” means Oil India Limited.
- (c) **“Company’s items”** means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.
- (d) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The Company representatives of OIL and Consultant deployed by OIL for supervision of operations are also included in the Company's personnel.
- (e) **"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.
- (f) **"Contractor"** means the individual or firm or Body incorporated performing the work under this Contract.
- (g) **“Contractor’s items”** means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in section II under Terms of Reference and Technical Specifications.
- (h) **"Contractor's Personnel"** means the personnel to be provided by the Contractor from time to time to provide services as per the Contract;
- (i) **“Contractor’s representatives”** means such persons duly appointed by the Contractor to act on Contractor’s behalf and notified in writing to the Company.

(j) **“Day”** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.

(k) **“Facility”** means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement.

(l) **“Party”** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.

(m) **“Operating Area”** means those areas in Andaman & Nicobar Islands/Kerala/Andhra Pradesh States where the operations will be carried out.

(n) **“Site”** means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.

(o) **“Work”** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

(p) **“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.

(q) **“Affiliate”** as applied to Company, its Co-venture’s, Participants, Contractor , sub-contractor shall mean in relation to any Company, at any time, any other entity (a) in which such Company directly or indirectly controls more than 50% (fifty percent) of the registered capital or rights to vote or (b) which directly or indirectly controls more than fifty per cent (50%) of the registered capital or rights to vote of such Company; or (c) of which an entity as mentioned in (b) above, controls directly or indirectly more than fifty percent (50%) of the registered capital or the rights to vote and shall include a subsidiary or a holding Company of any tier of the aforementioned

(r) **“Inter-Location-Movement”** of Contractor's item(s) means transfer of Contractor’s item(s) (a) from one location to another location (irrespective of the status of location), (b) from one OIL designated area to another OIL designated area.

2.0 EFFECTIVE DATE, MOBILISATION TIME, DEMOBILIZATION TIME, DATE OF COMMENCEMENT OF OPERATION AND DURATION OF CONTRACT:

2.1 **EFFECTIVE DATE:** The Contract shall become effective as of the date, Company notifies Contractor in writing that it has been awarded the Contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 DATE OF COMMENCEMENT OF CONTRACT:

The date on which mobilization is completed in all respects including equipment and personnel and certified by the Company's representative will be treated as date of Commencement of Contract.

3.0 DURATION OF CONTRACT: The Contract shall be valid for a period of 3(three) years (the specific scope of services as defined in Clause “4.0 Timeline for Services” under Scope of Work shall be complied) from the Date of Commencement of Contract. However, the duration of the Contract will get automatically extended for the time required for completion of the job(s) which are in progress on the date of expiry of the Contract on the same rates, terms and conditions.

4.0 ASSOCIATION OF COMPANY'S PERSONNEL:

4.1 Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

4.2 Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the Contract.

4.3 The monitoring and overseeing of the jobs under the Contract by the Company's personnel/representative shall not absolve or reduce the obligations of the Contractor under the Contract in any manner.

5.0 PROVISION OF PERSONNEL AND FACILITIES:

5.1 The Contractor shall provide competent, suitably qualified and adequately experienced personnel for carrying out the requisite operations correctly and efficiently throughout the Contract period. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.

5.2 The detailed bio-data (as per format **Annexure-I**) of the personnel planned to be deployed must be submitted to Company before engaging them for Company's approval. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completion of mobilization for start of

operations. The Contractor shall not deploy its personnel unless cleared by the Company.

Note: Any replacement with equivalent qualification/experience needs OIL's prior written approval.

5.3 All the personnel deployed should be fluent either in English language.

5.4 The Contractor shall be solely responsible for and shall provide for all requirements of his personnel, and of their Sub-contractor(s), if any. These provisions will include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of Contractor's personnel during the entire duration of the Contract shall be arranged by Contractor at their cost.

5.5 The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

5.6 The Contractor should maintain sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area.

5.7 Contractor will provide all POL for operation of Contractor's Unit/equipment at Contractor's cost. There shall be no escalation in the rates and others throughout the duration of the Contract including extension, if any, on account of any price increase in fuel/lubricants.

5.8 Zero day rate will be applicable for shutdown of operation on account of inadequate supply of Contractor's items, including but not limited to, POL (Petroleum Oil lubricants), personnel etc. to the job.

6.0 COMPANY'S OBLIGATIONS:

6.1 Entry Permits:

Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However, the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents only.

6.2 Security:

Company shall organize all possible help from local government/administration to Contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. Security of the Contractor's equipment and personnel will be the responsibility of the Contractor. However, Security at well site will be provided by OIL as per prevailing standard, through the Rig service provider.

6.3 Well-site Accommodation, Food and Medical facilities:

Available boarding / lodging, food, water, electricity and first aid medical aid for Contractor's personnel shall be provided by the company through the rig service provider at site.

7.0 PERFORMANCE OF WORK:

The Contractor shall submit log/job sheet after execution of a particular job to Company detailing the job carried out as per the scope of the work at 8:00 AM on subsequent day. The Company, at its option may change the periodicity of such reports. In addition, Contractor shall submit the complete job report (with all pertinent details to serve as permanent record) within 15 (fifteen) days from the date of completion of each individual job.

8.0 LABOUR:

The recruitment of the labour, if required, shall be met from the areas of operation and minimum wages will be according to the rates prevalent at the time, which can be obtained from the District Authorities/Regional Labour Commissioner (Central) of the area. The facilities to be given to the laborers should conform to the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

9.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES:

The Contractor shall perform each work in such a manner as will prevent damage to the Company's property and conform to and be consistent with, and not to interfere in any way with continuous and safe operational practices for the well.

10.0 CUSTOMS DUTY:

10.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017 and its amendments as on date, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (Basic Customs Duty Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable. Similarly, the domestic supply of such goods would attract 12% GST (i.e., CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017 and its Amendments as on date.

Subsequent to the floating of instant tender, Government of India issued Notification No. 02/2022-Customs dated 1.2.2022 wherein requirement of issuance of EC by DGH has been omitted. However, necessary documentation for availing concessional customs duty for import of the items mentioned in List-33 based on HSN code will be provided by OIL. For imports of items not covered in the List-33 by way of HSN code, the applicable customs duty has to be included by bidders in their quoted prices for services and OIL will not reimburse the same at a later stage.

10.2 Company shall use the units/tools & equipment with the Services under the Contract in the DSF blocks and therefore, for items imported in connection with petroleum operations under this Contract would attract zero Basic customs duty. Company will issue Recommendatory Letter as per Government guidelines to enable the Contractor to import goods at concessional (Nil) Basic customs duty so as to provide the services under this Contract provided these goods are specified in the List-33 of the aforesaid Notification (02/2022-Customs dated 1.2.2022).

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

10.4 All imports and import clearances under the Contract shall be done by the Contractor and OIL shall not provide any assistance in this regard. Any demurrage charge, as may be levied by the custom authority on account of delayed clearance of the imported goods, shall be borne solely by the Contractor.

10.5 However, in the event customs duty becomes leviable during the course of Contract, but before the schedule date of mobilization, arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in **Proforma-A** or the actual whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10(ten) days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of

clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in **Proforma-A** will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty. Notwithstanding above, custom duty leviable on account of change of policy of the Government after last day of scheduled mobilization period, shall be on Contractor's account and OIL shall not be liable to pay any custom duty thereafter.

10.6 Contractor shall, however, arrange for clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

10.7 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those PEL areas under the Contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

11.0 DE-MOBILISATION & RE-EXPORT:

11.1 The Contractor shall arrange for and execute de-mobilization of their set of Tools/Equipment/Spare/Accessories/Personnel etc. upon receipt of notice for demobilization from Company. De-mobilisation shall mean dismantling and removal of its Tools/equipment and accessories, including personnel. In case of final demobilization, the set of tools/equipment and accessories including unutilized spares and consumables have to be re-exported at the cost of the Contractor. Final demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting/block transfer/rollover to new Contract of its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export/block transfer/rollover to new Contract documents to Company as documentary proof of re-exporting/block transfer/rollover of its tools, equipment, accessories, unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves

the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

11.2 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.

11.3 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the Contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non- observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of Contract and their Performance Bank Guarantee will be forfeited.

11.4 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the Contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non- compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

11.5 As the above statutory provisions are frequently reviewed by the Govt., the bidders/Contractor(s) are advised to check the latest position in their own interest and OIL will not bear any responsibilities for any incorrect assessment of the statutory levies by any bidder/Contractor.

12.0 SAFETY:

12.1 The Contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules and regulations as per Oil Mines Regulation. No smoking or open flame shall be permitted on the operation site and nearby, except in areas marked by the Contractor and approved in writing by the Company.

12.2 The Contractor shall report, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulations.

12.3 The Contractor shall have a complete Safety Manual that will be available in the work site at all points of time and readily accessible.

12.4 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all Sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub or sub-Contractors.

12.5 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.

12.6 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.

12.7 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.

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

12.9 The 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.

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

12.11 The return shall be submitted quarterly (by 10th of April, July, October & January) for Contracts of more than one year.

12.12 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.

12.13 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.

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

12.15 The Contractor shall have to report all incidents including near miss to Installation Manager/Departmental Representative of the concerned department of OIL.

12.16 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.

12.17 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.

12.18 The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres 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.

12.19 Contractor to held daily tool box meeting and regular site safety meetings and maintain records.

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

12.21 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.

12.22 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.

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

12.24 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 as per prevailing relevant Acts/Rules/Regulations.

12.25 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.

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

12.27 For any HSE matters not specified in the Contract document, the Contractor will abide by the relevant and prevailing Acts/rules/regulations pertaining to Health, Safety and Environment.

13.0 NOTICES:

13.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing to the applicable address specified below:

Company

Oil India Limited
KG Basin Project,
3rd Floor, D No. 11-4-7
Nookalamma Temple Street
Ramarao Peta, Kakinada -4

Contractor

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

14.0 CHANGES:

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

14.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the **Price Schedule read with Section-IV Schedule of Rates**. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 42, GCC of Contract. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

(END OF SECTION- III, PART-3)

PART-3

SECTION – IV

SCHEDULE OF RATES (SOR)

1. GENERAL:

- 1.1 Bidder / contractor warrants that it has obtained and reviewed all necessary information relating to the Work, whether such information was furnished in whole or part by OIL.
- 1.2 Bidder / contractor warrants that it has made adequate provision in the lumpsum fees/ charges and monthly/ daily/ hourly rates for meeting all the terms, conditions and obligations arising under this Contract.
- 1.3 All lumpsum fees / charges and monthly/ daily/ hourly rates are fixed for the duration of the Contract and any extensions thereof and are not subject to any change or variation for any reason whatsoever including but not limited to cost escalation, currency fluctuations, minimum work commitment, variation in quantity or packing size.
- 1.4 Unless otherwise provided for in the Contract, the Bidder / contractor shall not be entitled to any change in fees, rates, prices set forth herein or any additional amounts. Bidder / contractor hereby acknowledges that it has, acting as a reasonable and prudent Bidder / contractor, considered all the possible and probable changes while quoting the fees, rates and prices set forth herein.
- 1.5 Payment of respective lumpsum fees / charges and monthly/ daily/ hourly rates or prorate for part thereof for the actual number of days/ hours worked by the Bidder shall constitute the full payment for performance of the respective items of Work or line item and covers all costs of whatever nature incurred by Bidder for accomplishing the respective items of the Work or line item and performing its obligations under the Contract.
- 1.6 For the purpose of payment of operating day rate for Equipment used, the day shall mean a period of 24 hours duration, which commences when the Equipment is ready for its intended operation.

In the event operating day rate is specified, prorating to an hour shall be permitted, if the Equipment has operated for part of the day.

2. CONTRACT PRICES / RATES & PAYMENT [Ref: PRICE SCHEDULE FORMAT]

- (i) The “Scope of Work”, which is inclusive of all expenses thereof for any account whatsoever. The amount can be claimed with submission of necessary supporting document only after completion of the entire scope of work including submission of Report.
- (ii) Mobilization of the vessel will be treated as completed from the time and date of commencement of the stipulated work as per SOW in the designated area of operation, which needs to be intimated to OIL-authority. Mobilization charges will be claimable and payable after completion of mobilization as approved/ certified by the company. The amount payable for mobilization includes cost of mobilization of the vessel, all the required tools & equipment, all the required personnel for the service and any other cost with respect to mobilization including cost of obtaining permissions/ approvals/ consents/certificates etc.
- (iii) The Successful bidder shall have to mobilize the vessel in the working weather window. However, if the said work could not be performed due to the weather window/statutory clearances/ ban to sailing inside the sea from local state government, local hindrances arisen from fishermen community/local villagers, then the marine spreads shall be re-mobilized post monsoon season / uplifting the sea ban for which no additional cost towards mobilization and demobilization will be paid by OIL. The commitment letter/undertaking letter from the direct owners of the proposed marine spreads confirming the clause as referred above shall be submitted to OIL along with the technical bid document.
- (iv) The specific scope of services as defined in Clause “4.0 Timeline for Services” under Scope of Work shall be completed taking into consideration of the breakdown period, which may affect the work within the given time limits.
- (v) No payment will be made in case of stoppage of work due to breakdown or breakdown maintenance.
- (vi) The demobilization charges will be paid after all the project deliverables mentioned under ‘Reporting procedures’ and ‘Deliverables’ sections of respective phase have been submitted to company and duly certified by company representative. The Contractor shall raise invoice for payment of one-time lump-sum Demobilization Charges, as applicable, upon clearance of all their resources from site and making the site free from all debris/encumbrances.
- (vii) Lumpsum amount as per Price schedule is claimable and payable only after submission of the Report as stipulated in the SOW and acceptance of the same by OIL-authority

- (viii) The Equipment, Vessel/small boat must be well maintained and should be in good operating condition. All necessary clearances required for Equipment, Vessel and Personnel must be obtained by the Bidder / contractor at its own cost before mobilisation. However, OIL will provide necessary recommendation letters for obtaining clearance.
- (ix) Bidder / contractor if required should apply for Naval Security clearance for the Vessel & Equipment at its cost, well in advance before initial mobilization so that he is able to mobilize/remobilize the vessel within the period allowed as per contract.
- (x) The Bidder / contractor should take all the necessary licenses, permissions etc. required for the import and operation of SATELLITE based differential global positioning system, Satellite Phone etc.
- (xi) Bidder / contractor must confirm compliance of Distress and Safety Radio Communications.
- (xii) It is the Bidder's / contractor's responsibility as a specialist in the service being tendered, to bring to OIL's attention any additional items or services not specifically identified in this Invitation to Tender, but nonetheless considered by the Tenderer required to carry out Geophysical & Geotechnical survey programme
- (xiii) Bidder / contractor shall arrange to provide boarding & lodging on the Geophysical & Geotechnical vessel (s) upto maximum of 2(Two) of the OIL representative or Third party designated by it for quality control & supervision of work during field work at no extra cost to OIL
- (xiv) Bidder / contractor shall also arrange for transportation (marine or Air) of OIL or Third party designated QC representative from base to ship and vice-versa from/to a convenient port or heli base near to the survey area as & when required at no extra cost to OIL.
- (xv) The Bidder has to make his own arrangements for their travel, stay, food, etc., within his lump sum costs.
- (xvi) Any downtime on account of weather, equipment/jack up barge/positioning system / survey vessel breakdown shall be to the Bidder's / contractor's account.
- (xvii) Prices should be inclusive of all taxes, duties, insurance charges etc as per Indian law & international Law.

- (xviii) All statutory clearances for deployment of vessels, boat, equipment & personal shall be arranged by the bidder / contractor at its own cost. However, wherever required OIL shall issue necessary recommendatory letter/authorization for obtaining the same.
- (xix) Fishing mitigation, if required, shall be carried out by bidder / contractor at their cost.
- (xx) Bidder / contractor to install satellite based data communication system, for receiving differential corrections for mobile differential GPS equipment, and other associated equipment, on board survey vessel and to interface the positioning with all other survey equipment, as required.
- (xxi) The scope of work shall not in any way restrict the Bidder / contractor from obtaining whatever information is necessary to fulfil his professional responsibility. The same shall be done by the contractor at no additional cost to OIL.
- (xxii) This document is not intended to be all inclusive and the use of the guidelines set forth does not relieve the Bidder / contractor of his professional responsibility to collect and furnish site survey data and reports capable of providing their inputs for deploying drilling rigs at these water locations.
- (xxiii) While OIL accepts that as DGPS is a standalone system, there is some risk of downtime due to system manipulation. All other system downtime due to lack of differential signals and equipment failure of all kinds will be the responsibility of the Bidder / contractor.

(END OF SECTION-IV, END OF PART-3)

**LIST OF ITEMS (EQUIPMENT, TOOLS, ACCESSORIES, SPARES & CONSUMABLE)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE**

Srl#	Item Descri ption	Qty / Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re- exportable ? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".

(3) For estimation of applicable customs duty, the Bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA-B**PRICE BID SCHEDULE****Currency of Quote: INR**

Sl. No.	Description	UoM	Estd. Qty.	Unit Rate	Total Amount= Qty * Unit Rate
A	PART-A: MET-OCEAN STUDIES				
1	Wind, wave, current and tide data including other requirements as per scope of work	Per Location	2		
B	PART-B: GEOPHYSICAL SURVEYS*				
1	Mobilization Charge	Lump sum	1		
2	Demobilization Charge	Lump sum	1		
3	Bathymetry, side scan sonar, sub-bottom profiler, Magnetometer survey and soil sampling for an extent of area covering 1.5 km x 1.5 km at the east platform location as per specifications	Per Location	1		
4	Bathymetry, side scan sonar, sub-bottom profiler, Magnetometer survey and soil sampling for an extent of area covering 1.5 km x 1.5 km at the west platform location as per specifications	Per Location	1		
5	Bathymetry, side scan sonar, sub-bottom profiler, Magnetometer survey and soil sampling for an extent of area covering 0.7km x 6.5km(approx.) at the east platform pipeline corridor as per specifications	Per Location	1		
6	Bathymetry, side scan sonar, sub-bottom profiler, Magnetometer survey and soil sampling for an extent of area covering 0.7km x 3.5km (approx.) at the west platform pipeline corridor as per specifications	Per Location	1		
7	Report Submission	Lump sum	1		

C	PART-C: GEOTECHNICAL INVESTIGATIONS				
1	Mobilization Charge	Lump sum	1		
2	Demobilization Charge	Lump sum	1		
3	Conducting Piezo Cone penetrometer testing (PCPT), (in a separate borehole adjacent to the main borehole) up to depth of 100m - Firm	Per Location	2		
4	Boring and sampling up to depth of 100m	Per Location	2		
5	Lab testing and reporting	Per Location	2		
D	PART-D: DRILLING				
1	Weather Forecasting & Reporting				
1(a)	Daily Reports	Per Day	390		
1(b)	Additional Forecast during Tropical Cyclone Threats	No Additional Cost			
2	BATHYMETRY & SIDE SCAN SONAR SERVICES FOR JACK-UP RIG DEPLOYMENT				
2(a)	Mobilization Charge for bathymetry & Side Scan Sonar Services for jack-up rig deployment	Lumpsum	2		
2(b)	Demobilization Charge for bathymetry & Side Scan Sonar Services for jack-up rig deployment	Lumpsum	2		
2(c)	Bathymetry survey for jack-up rig deployment (1.5 KM x 1.5 KM)	Per Location	2		
2(d)	Side scan Sonar survey for jack-up rig deployment (1.5 KM x 1.5 KM)	Per Location	2		
E.Total Estimated Contract Price (excluding GST)				= A+B+C+D	
F. Add. GST applicable @				%	
G. Total Estimated Contract Price including GST for Bid evaluation (E+F)					
OPTIONAL SERVICES					
H.	Conducting Piezo Cone penetrometer testing (PCPT), (in a separate borehole adjacent to the main borehole) up to depth of 100m	Per Location	2		

Bathymetry and Side Scan Sonar survey may be repeated for locations prior to jack-up rig mobilization in PART-D in case the difference between PART-B surveys and rig mobilization is more than 6 (six) months.

NOTES:

- (i) Individual Mobilization Charges both for B & C should not be more than 10% of the quoted value for the services. If quoted value exceeds 10%, the extra quoted amount will be paid on the receipt of reports for respective services.
- (ii) The quantity mentioned above is for evaluation purpose only and to be paid on actual use. The tentative quantities of the work will be notified to bidders before closing the bid.
- (iii) Present rate of Basic customs duty is NIL in OIL's offshore area of operation in Block KG/OSDSF/GSKW/2018. OIL will assist Contractor in getting necessary documentation to get nil Basic custom duty.
- (iv) The rates should be inclusive of applicable taxes and tax component to be indicated separately. The rates must be net of all discounts.
- (v) The line items indicated above are given for commercial evaluation only which are purely tentative and may fluctuate. Payment to Contractor shall be made on actual basis.
- (vi) Price Quoted for H shall not be greater than the prices quoted for C.3 above. Price quoted against H will not be considered for price bid evaluation.

BID FORM

To
M/s. Oil India Limited,
KG Basin Project, Kakinada

Sub: IFB No. CEI1059P23

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date issue of Mobilisation Notice.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 202_.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

Bid Security Declaration

(To be submitted on Bidder's letter head)

TO
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

Tender No.: IFB No.: CEI1059P23

I/We, the undersigned, declare that:

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

Name and Signature of

Authorized Signatory and Company Seal

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. Oil India Limited,
KG Basin Project, Kakinada

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 (Name of Bank) of (Name of country)
having our registered office at (hereinafter called "the Bank") have
agreed to give the Contractor such a Bank Guarantee.

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

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

This guarantee is valid until the -----day of -----

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

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Witness: _____

Address: _____

Date: _____

Place: _____

CONTRACT FORM

This Contract is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam and Project Office at D NO. 11-4-7(3rd Floor), Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

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

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----
--.

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

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

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

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

- (a) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Conditions of Contract;

- (d) Section-IV indicating the Schedule of Rates.
- (e) Integrity Pact
- (f) Letter of Award
- (g) Performance Security (copy)

In case of contradiction between GCC/SCC/TOR/SOR, the terms and conditions mentioned in TOR will prevail followed by SOR, SCC and GCC - in that order.

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

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

IN WITNESS thereof, each party has executed this Contract at Kakinada as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

To:
M/s. Oil India Limited,
KG Basin Project, Kakinada

Sir,

Sub: OIL's IFB No. _____

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

AUTHORISATION FOR ATTENDING BID OPENING

TO,
M/s. Oil India Limited,
KG Basin Project, Kakinada

Date: _____

Sir,

Sub: OIL's IFB No. _____

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Kakinada on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

&&&&&&&&

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto _____ are correct.

YEAR	TURN OVER (in INR Crores)	NET WORTH (in INR Crores)

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

To

M/s. Oil India Limited,
KG Basin Project, Kakinada

SUB: SAFETY MEASURES FOR TENDER NO. _____

DESCRIPTION OF WORK/ SERVICE:

Sir,

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

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

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

- i) _____
- ii) _____
- iii) _____

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

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

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

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

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

(Seal)
Date _____

Yours Faithfully

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 certain services under Tender No. **CEI1059P23**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

(iii) The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

(v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

(vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

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

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

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

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

5. Integrity Pact, in respect of a particular Contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the Contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of Contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

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

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

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

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

Shri Swarup Majumder For the Principal Date: Place: For the Bidder/Contractor Witness 1: Witness 2:
--	---

&&&&

To,

M/s. Oil India Limited,
KG Basin Project, Kakinada

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ **Dated** _____

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED
SIGNATORY OF THE BIDDER**

Certificate of Compliance of FINANCIAL CRITERIA:

Ref Clause No. 3.0 of the Bid Evaluation Criteria

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

**The balance sheet/Financial Statements for the financial year _____ (as the
case may be) has actually not been audited as on the Original Bid Closing Date.**

Place:

Date:

Signature of the authorized signatory

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

**UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK
GUARANTEE**

To,

M/s. Oil India Limited,
KG Basin Project, Kakinada

We M/sare
submitting the performance security in favour of Oil India Limited, Kakinada in the
form of bank guarantee bearing reference no.
..... for an amount of INR
..... valid up to as per
terms and conditions of our Purchase Order/Contract
No.....

PBG issuing bank details:

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

Declaration:

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

Authorised Signature _____
Name _____
Vendor Code _____
Email ID _____
Mobile No _____

Encl: Original performance bank guarantee

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY

(To be submitted on official letter head)

TO

M/s. Oil India Limited,
KG Basin Project, Kakinada

Sir,

SUB: OIL's IFB No. CEI1059P23

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

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

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

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

Thanking you,

Authorised Person's Signature: _____

Name: _____

FORM OF PERFORMANCE BANK GUARANTEE

To

M/s. Oil India Limited,
KG Basin Project, Kakinada

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

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

AND WHEREAS we (Name of Bank) of (Name of country) having our registered office at (hereinafter called "the Bank") have agreed to give the **"ULTIMATE PARENT"**, such a Bank Guarantee;

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

UNDERTAKING TOWARDS PURCHASE PREFERENCE

To,

Office of Executive Director (KGB&BEP),

Oil India Ltd.,

KG Basin Project

D.NO.11-4-7, Nookalamma Temple Road

Ramarao Peta, Kakinada

Andhra Pradesh-533004, India

Dear Sir,

SUB: OIL's IFB No. CEI1059P23

We_____ (Name of the bidder) have submitted bid against the subject tender. We are eligible and shall avail benefit of Purchase Preference under the following policy:

Sl. No.	Subject	Tick whichever is applicable
1	PP MSE	
2	PP LC	

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

APPENDIX-I

No. FP-20013/2/2017-FP-PNG
Government of India
Ministry of Petroleum and Natural Gas

Shastri Bhawan, New Delhi
Dated 17th November, 2020

To,

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

Subject: Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the M/o P&NG - Amended regarding

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 7.10.2019 on the subject mentioned above. It is stated that several provisions of the Policy have been amended as per the recommendations of the Steering Committee constituted under PP-LC Policy by MoPNG. Amended PP-LC Policy is enclosed herewith for necessary compliance which shall continue for a further period of one year w.e.f. 01.10.2020..

Yours faithfully



सुशील टी. विलियम्स
(Sushil T. Williams)

उप सचिव, भारत सरकार

(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

- a) PS to Minister, PNG & Steel
- b) PPS/ PS to Secretary/ Sr. Economic Advisor/ AS&FA, MoPNG
- c) PPS/ PS to JS (E)/ JS (GP)/ JS (IC)/ JS(R)/ JS (M)/ JS (G)/ EA/ DDG, MoPNG
- d) US (Admin.), MoPNG
- e) Ms. Neelam Naval, Technical Director (NIC) - with request to upload the letter alongwith enclosure on website of MoPNG.

Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended

1 Preamble

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 Definitions

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

3. **Scope**

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

4. Procurement

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.

5. Purchase Preference- Linked with Local Content (LC)

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 **Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.
- 5.1.7 The procedure for award under the policy is at **Enclosure-I**.

6. Determination of LC

6.1 LC of goods

- 6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.
- 6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:
- a) in the case of direct component (material), based on country of origin;
 - b) in the case of manpower, based on INR component.
- 6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

- 6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- 6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
- a) cost of component (material) which is used;
 - b) manpower and consultant cost; cost of working equipment/ facility; and
 - c) general service cost.

- 6.2.3 The criteria for determination of cost of local content in the service shall be as follows:
- a) in the case of material being used to help the provision of service, based on country of origin;
 - b) in the case of manpower and consultant based on INR component of the services contract;
 - c) in the case of working equipment/facility, based on country of origin; and
 - d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
 - e) Indian flag vessels in operation as on date.

6.3 LC of the EPC Contracts:

- 6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- 6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- 6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.4 Calculation of LC and Reporting

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

7 Certification and Verification

- 7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:
- 7.1.2 At bidding stage:
- a) Price Break-up:
 - The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

8 Governance and Supervision

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9 Sanctions

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,
a) Reduce the minimum local content below the prescribed level; or
b) Reduce the margin of purchase preference below 20%; or
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

PROCEDURE FOR AWARD OF CONTRACTS

Procedure for award of contracts under this policy shall be as follows:

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

(REF. CLAUSE NO. 6.6 OF THE FORWARDING LETTER)

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

BIO-DATA AND EXPERIENCE OF PERSONNEL

Name:

Educational Qualification:

Certifications:

PHOTO

Experience in last three years

Year	From Date	To Date	Name of Organization	Client/ Project	No. of days worked	No. of jobs done	Type of wells drilled	Worked as

- 1 CATEGORY OF JOB / POST :
- 2 NAME OF INCUMBENT :
- 3 PRESENT ADDRESS :
- 4 HOME ADDRESS :
- 5 NATIONALITY :
- 6 DATE OF BIRTH :
- 7 ACADEMIC QUALIFICATION :
- 8 TECHNICAL QUALIFICATION :
- 9 TOTAL EXPERIENCE IN THE RELATED FIELDS (IN YEARS) :

10 JOB EXPERIENCE RESUME

:

SL NO	WORK EXPERIENCE		TYPES OF JOB CARRIED OUT	NAME OF COMPANY	PLACE OF WORK
	FROM	TO			

NOTE: TO ATTACH ALL SUPPLEMENTARY including present & previous Appointment letter and Client's approval DOCUMENTS.

Signature of Authorized Person:

Name:

Seal of the Bidder:

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY /100%
SUBSIDIARY COMPANY (As the case may be)**

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE
AND NOTORISED)**

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent

Company/**Subsidiary Company, as the case may be**) hereinafter referred to as "Parent Company/ **Subsidiary Company (Delete whichever not applicable)**" of the other part:

WHEREAS

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

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

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

4. It is further agreed that for the performance of work during Contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the Contract.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the Contract awarded by OIL.

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

For and on behalf of

(Bidder)

M/s.

Witness:

1)

2)

For and on behalf of

(Parent Company / Subsidiary Company
(Delete whichever not applicable))

M/s.

Witness:

1)

2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE

AND NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

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

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

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

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

1. The Guarantor (Parent Company / 100% Subsidiary Company (Delete whichever not applicable) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the Contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized Contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Witness:

2. Signature _____
Full Name _____
Address _____

Common seal of the
Company _____

PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE

GUARANTEE TOWARDS FINANCIAL STANDING

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s

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

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum Rs. **x.xx** Crore (or equivalent **x.xx** million USD) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.

5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

6. The Guarantor represents that:

(a) this Guarantee herein contained shall remain valid and enforceable till

the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

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

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

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

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

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

For and on behalf of

For and on behalf of

(Bidder)

(Parent / Ultimate Parent / Holding
Company **(Delete whichever not
applicable)**)

Witness:

Witness:

1)

1)

2)

2)

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/COSUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY

(Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and

M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the Contract, if awarded to the bidder.

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

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the Contract in the event the bid is accepted and Contract is awarded by OIL to the bidder.

4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of Contract to the Bidder, if the Bidder is unable to execute the Contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the Contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the Contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the Contract.

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

For and on behalf of
(Bidder)

M/s.

Witness:

1)

2)

For and on behalf of
(Sister Subsidiary/ Co-
subsidiary)

M/s.

Witness:

1)

2)

For and on behalf of
(Ultimate Parent /
Holding Company)

M/s.

Witness:

1)

2)

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

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CEI1059P23**

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

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit PBG as per	

	Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of Contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices is Indian Rupees.	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the Contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19	Confirm submission of documents towards Local content of offered services. Self declaration & CA certificate as per PP-LC notification to be submitted.	

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

Signature _____

Name _____

Designation _____

Office Stamp _____

****End of Tender Document****