OIL INDIA LIMITED
(A Govt. of India Enterprise)

CONTRACTS DEPARTMENT
P.O: DULIAJAN, DIST: DIBRUGARH
ASSAM (INDIA), PIN-786602
Tel: +91-374-280 0548
Fax: +91-374-280 3549
Email: contracts@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER

Sub: Tender No. CDG9298P26 for 'Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'.

Dear Sir/Madam,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors/Firms through **OIL's e-Procurement Portal** for **'Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-Procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-Procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	Type of Bid	:	**Open Global e-Tender: Single Stage-Two Bid System**
b)	Original Bid Closing Date & Time	:	**17th June, 2025 [11:00 Hrs (IST)]**
c)	Original Technical Bid Opening Date & Time	:	**17th June, 2025 [14:00 Hrs (IST)]**
d)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
e)	Bid Submission Mode	:	Bids must be uploaded online in OIL's e-Procurement portal.

f)	Bid Opening Place	:	Office of **Chief General Manager-Contracts** Contracts Department, Oil India Limited, Duliajan -786602, Assam, India.
g)	Bid Validity	:	Minimum **120 (One hundred twenty) days** from Bid Closing date
h)	Mobilization Time	:	120 days from the date of issuance of Mobilization Notice.
i)	Bid Security Amount	:	**INR 7,39,59,000.00** or **US$ 857,000.00** **Refer Clause No. 9.0** of Instruction to Bidder (ITB)
j)	Bid Security Validity	:	**Minimum up to 31st December' 2025**
k)	Original Bid Security to be submitted	:	Office of **CGM-CONTRACTS**, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
l)	Amount of Performance Security	:	3% of total contract cost.
m)	Validity of Performance Security	:	3(three) months beyond the contract/defect liability period
n)	Location of job	:	Northeastern states of India
o)	Duration of the Contract	:	**04 (Four) years**
p)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer **Clause No. 30.0** of Part-3, Section-I (General Conditions of Contract) and Clause No. 5.0 of Part-3, Section-III (Special Conditions of Contract).
q)	Bids to be addressed to	:	Chief General Manager-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India
r)	Pre-Bid Conference	:	Tentatively Scheduled to be held on **27th May' 2025** at **Duliajan, Assam**. **Venue**: Duliajan, Assam
s)	Last date for receipt of Pre-bid queries	:	**23rd May' 2025**
t)	Whether tendered items are divisible	:	**No**

3.0 PRE-BID CONFERENCE:

3.1 A Pre-Bid Conference is tentatively scheduled to be held on **27th May' 2025** at **Duliajan** to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the **Scope of Work**, **Bid Evaluation Criteria and other terms & conditions of the Tender**. The parties who want to participate in the pre-bid conference must confirm their participation and forward the **e-mail IDs and contact details of maximum 2 (two) representatives** along with their pre-bid queries (if any) to email ID: contracts@oilindia.in or Contract-Global@oilindia.in latest by **23rd May' 2025.** The exact venue for pre-bid conference shall be communicated to the nominated representatives nearer the scheduled date of pre-bid conference.

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

3.3 Maximum two (2) representatives from each prospective Bidder shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.

3.4 The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Courier addressed to CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **23rd May' 2025**. **OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond the aforementioned date will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office**.

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

3.6 The exact date and venue of pre-bid conference shall be intimated later on.

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

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

proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

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

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

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

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

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

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

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

5.0 IMPORTANT NOTES:

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

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

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 Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

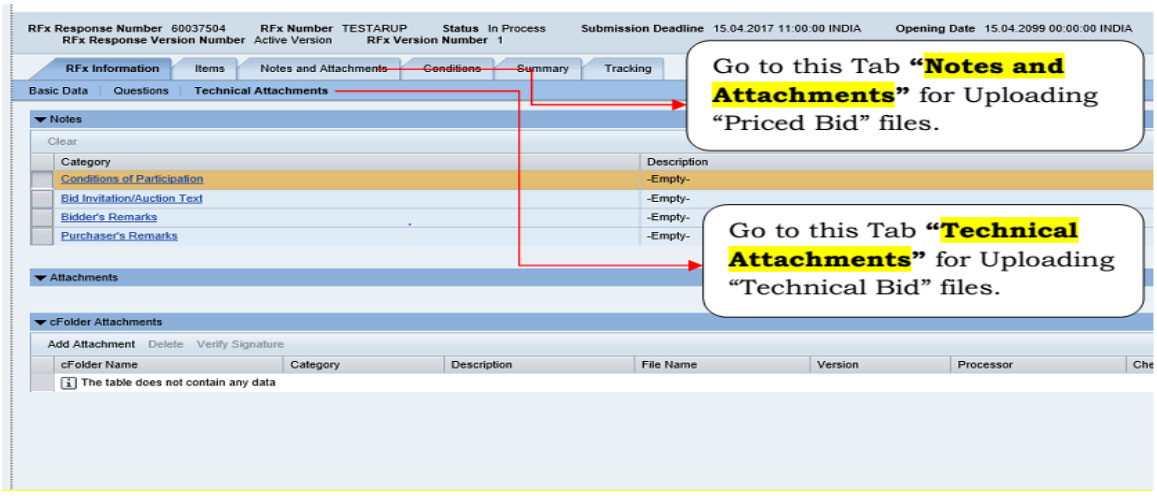
iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT**: The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of 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-J** 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 available in OIL's website: www.oil-india.com.

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

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

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



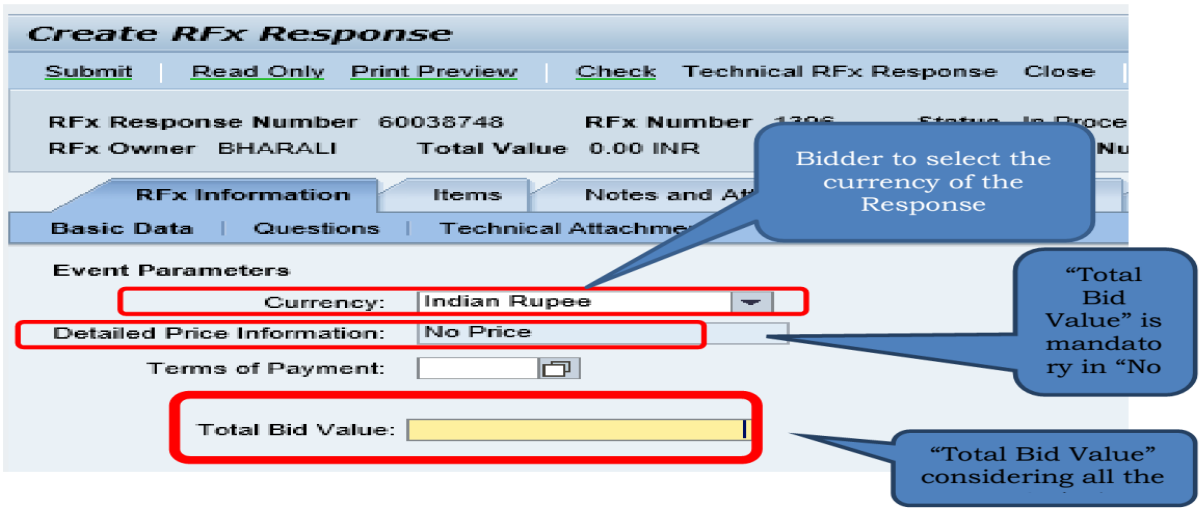
On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above.

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 Atachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

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



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

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

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

Subject to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time) issued by Department of Expenditure, Ministry of Finance, 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)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

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 (or entity) from a country which shares a land border with India" for the purpose of this Order means:

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

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

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

Explanation:

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

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

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

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

6.4.4 Where no natural person is identified under 6.4.1 or 6.4.2 or 6.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

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

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

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

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

6.8 The bidders should provide an undertakings as per **Exhibit-I, II & III** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(M. Sonowal)
Sr. Officer– Contracts (Global)
For Chief General Manager - Contracts
FOR RESIDENT CHIEF EXECUTIVE

Date: 17.05.2025

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

1.0 **ELIGIBILITY OF THE BIDDER:**

1.1 The eligibility of the bidder is 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:

i) Forwarding Letter
ii) Instruction to Bidders (ITB)
iii) Bid Evaluation Criteria (BEC)
iv) General Conditions of Contract (GCC)
v) Scope of Work (SOW)/Terms of Reference (TOR)
vi) Special Conditions of Contract (SCC)
vii) Schedule of Rates (SOR)
viii) Proformas, Annexures, Exhibits etc.

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 **AMENDMENT OF BID DOCUMENTS:**

3.1 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).

3.2 The Addendum/Amendment 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.

4.0 **PREPARATION OF BIDS:**

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

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

4.3 **Documents comprising the bid**: Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's e-Procurement 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 8.0.
c) Bid Security
d) Bid-Form as per Proforma-C
e) Statement of Non-compliance (if any) 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 duly signed by the bidder's authorized representative.
i) All Other Relevant Undertakings, Proformas etc. as applicable as part of Bid.

Note: Please note that, no price should be mentioned in the Technical Bid uploaded in 'Technical Attachments' tab, otherwise the bid shall be rejected straightway.

(B) Priced Bid (to be uploaded in 'Notes and Attachments' tab)

Bidder shall quote their prices in the following Proforma:

a) Proforma-A showing the items to be imported with the CIF values

b) Price-Bid Format as per Proforma-B

5.0 **BID FORM:**

The bidder shall complete the Bid Form (as per Proforma-C) and upload the same along with their bid.

6.0 **BID PRICE:**

6.1 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

6.2 All duties and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

7.0 **CURRENCIES OF BID AND PAYMENT:**

FOREIGN BIDDERS:

Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees, except for expenditure incurred in India (including agency commission if any) which should be stated in Indian Rupees. For determining the expenditure incurred in India, the foreign bidder must quote the percentage of the Indian Component/expenditure against each line item of the Price Bid Format. During payment (if successful), the Expenses in India component of the price shall be converted to INR (if their quoted price is other than INR) considering the conversion rate as per Clause 20.0 of ITB. The bidder shall submit an Undertaking as per **Proforma-XY** along with the technical bid.

INDIAN BIDDERS:

Indian Bidders are to quote in **INR only**. However, if any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 20.0 of ITB

8.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

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

9.0 **BID SECURITY:**

9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 9.8.

9.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:

a. The Bid Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-G**) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

i) 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 bidder, or

ii) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from international bank who has its branch in India registered with Reserve Bank of India, or

iii) 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.

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

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

Note: In case of Insurance Surety Bonds, a letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser to the following address:

CGM-Contracts

Contracts Department, Oil India Limited, Duliajan,

Assam-786602

e-mail ID: contracts@oilindia.in;

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

ii. Bid Security amount through NEFT or RTGS mode may be deposited on

or before bid closing date and time to the following designated OIL's bank account:

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

iii. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.

c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12:45 PM (IST)** on the bid closing/opening date otherwise bid will be rejected.

d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 9.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

f. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 10.0** below along with technical bid.

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of

Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

9.3 Any bid not secured in accordance with sub-clause 9.2 above shall be rejected by the Company as non-responsive.

9.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

9.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.

9.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 24.0 below is furnished.

9.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

9.8 The Bid Security may be forfeited:

a. If the bidder withdraws the bid within its original/extended validity.

b. If the bidder modifies/revises their bid suo-moto within its original/extended validity.

c. If the bidder does not accept the contract.

d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract.

e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

9.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).

9.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

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

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

(i) MT 760 / MT 760 COV for issuance of bank guarantee.

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

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602

	Bank Details of Beneficiary	
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	DULIAJAN
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company Name	Oil India Limited
G	SWIFT Code	ICICINBBXXX

9.12 Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG) is also acceptable.

Bidders/Contractors are advised to submit the e-BG from any of the following banks presently providing facility to issue an e-BG:

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank

8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bak	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	NAME	OIL INDIA LIMITED
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	contract-global@oilindia.in
5	Mobile No	+91-8638144647
6	Local Address	Duliajan, Dibrugarh, Assam- 786602
7	Registered Address	Duliajan, Dibrugarh, Assam- 786602

10.0 **EXEMPTION FROM SUBMISSION OF BID SECURITY:** In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) MSEs Units (manufacturers/Service Providers only and not their dealers/ distributors) eligible for exemption of Bid Security shall furnish Udyam Registration Number with Udyam Registration Certificate along with technical bid.

Notes:

(i) 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 as amended time to time) issued by MINISTRY

OF MICRO, SMALL AND MEDIUM ENTERPRISES and as amended time to time.

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

b) Central as well as State Government Departments and Public Sector Undertakings (PSUs) are also exempted from submitting bid security.

Notes:

i. Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

ii. Provisions such as seeking support from another company by way of Parent/Subsidiary/Sister-Subsidiary Company's experience/ JV Constituents/ Consortium 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 Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary/JV Partner (whichever applicable) will be eligible for the benefits (Purchase Preference and EMD Exemption) reserved for MSEs, provided the supporting company for technical and financial strength is/are also MSE(s). In case of submission of consortium bids by MSEs, all the members of the consortium including the leader of the Consortium should be eligible MSE in order to be eligible for the benefits reserved for MSEs.

11.0 **PERIOD OF VALIDITY OF BIDS:**

11.1 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**.

11.2 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.

12.0 **SIGNING & SUBMISSION OF BIDS**:

12.1 **Signing of bids**:

12.1.1 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 Organization 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 12.2 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.

12.1.2 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 authorization (as per Proforma-F) shall be indicated by written Power of Attorney accompanying the Bid.

12.1.3 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 initialled by the person or persons who has/have digitally signed the Bid.

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

12.2 **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 are available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid

should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 14.00 Hrs (IST) on the bid closing date indicated in the IFB:

a) Original copy of Bid Security
b) Printed catalogue and literature if called for in the bid document.
c) Power of Attorney for signing of the bid digitally.
d) 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.

12.2.1 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.

12.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

13.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:**

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/ Representative/ Retainer /Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

14.0 **DEADLINE FOR SUBMISSION OF BIDS**:

14.1 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.

14.2 No bid can be submitted after the submission deadline is reached. The system time displayed on OIL's e-Procurement Portal shall decide the submission deadline.

15.0 **LATE BIDS**:

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

16.0 **MODIFICATION AND WITHDRAWAL OF BIDS**:

16.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

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

16.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment of bidder from participation in future tenders of OIL.

17.0 **EXTENSION OF BID SUBMISSION DATE**:

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

18.0 **BID OPENING AND EVALUATION**:

18.1 Company will open the Technical Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-E) 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.

18.2 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.

18.3 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.

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

18.5 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.

18.6 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.

19.0 **OPENING OF PRICED BIDS**:

19.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives (if any) of the qualified bidders.

19.2 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.

19.3 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.

20.0 **CONVERSION TO SINGLE CURRENCY**:

While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees.

21.0 **EVALUATION AND COMPARISION OF BIDS**:
The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

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

21.2 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.

21.3 **Loading of foreign exchange**: There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

21.4 **Repatriation of rupee cost:** In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

21.5 **Exchange Rate Risk**: Company will not compensate for any exchange rate fluctuations in respect of the services.

22.0 **CONTACTING THE COMPANY**:

22.1 Except as otherwise provided in Clause 18.0 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 18.3.

22.2 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.

23.0 **AWARD OF CONTRACT**:

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.

24.0 **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.

25.0 **NOTIFICATION OF AWARD**:

25.1 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 that its Bid has been accepted.

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

26.0 **PERFORMANCE SECURITY**:

Successful bidder has to submit Performance Security amount as mentioned in Introduction, within **30 (thirty) days** from the date of issue of Letter of Award (LOA).

27.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-I**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as **Proforma-N**) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Insurance Surety Bond or Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of

Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

Note: In case of Insurance Surety Bonds, a letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser to the following address:

CGM-Contracts

Contracts Department, Oil India Limited, Duliajan,

Assam-786602

e-mail ID: contracts@oilindia.in;

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

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

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

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

iii. Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG) is also acceptable from any of the Banks listed under Clause no. 9.12 above.

Beneficiary details for issue of e-BG are:

Sl. No.	**Particulars**	**Details**
1	NAME	OIL INDIA LIMITED

2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	contract-global@oilindia.in
5	Mobile No	+91-8638144647
6	Local Address	Duliajan, Dibrugarh, Assam- 786602
7	Registered Address	Duliajan, Dibrugarh, Assam- 786602

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

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

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

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

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

(i) MT 760/MT 760 COV for issuance of bank guarantee.

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

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602. The Bank details are as under:

		Bank Details of Beneficiary
A	Bank Name	ICICI BANK LTD.
B	Branch Name	Duliajan
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602
D	IFSC Code	**ICIC0000213**
E	Unique Identifier Code (Field 7037)	OIL503988890
F	Company name	Oil India Limited

G	SWIFT Code	ICICINBBXXX

27.4 In case performance security is submitted in the form of Fixed Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Fixed Deposit from the issuing bank.

Full address of the issuing bank
Branch Code
Authorised signatory with full name and designation
Phone (Mobile) Numbers of the branch
Email address of the branch
Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"

27.5 To avoid delay in confirmation of Fixed deposit from the issuing bank and consequent delay in processing of bills and payment, party shall arrange the confirmation mail regarding issue of fixed deposit with the following details directly from bank's official email id to Oil India's following e-mail id (FD_PS@OILINDIA.IN):

FD NO.	**Issue Date**	**Maturity Date**	**FD Amount**	**Beneficiary/ Contractor Name**	**Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)**	**FD amount pledged (in ₹) as per bank's books of accounts**	**Mode of FD Renewal (Auto Renewal/Auto closure)**	**Remarks (if any) of the issuing Bank**
A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**

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

26.7 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any)

under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

27.0 **SIGNING OF CONTRACT**:

27.1 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.

27.2 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.

27.3 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.

28.0 **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.

29.0 **MOBILIZATION AND ADVANCE PAYMENT**:

29.1 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.

29.2 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.

29.3 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.

30.0 **INTEGRITY PACT**:

30.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Proforma-M** of the Bid Document. The Integrity Pact has been

duly signed digitally by OIL's competent signatory. 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 with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

30.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.

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

30.4 Bidders may contact the Independent External Monitors appointed by OIL to oversee implementation of Integrity Pact in OIL for any matter relating to the IFB at the following addresses:

a. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC;
E-mail: tmbhasin@gmail.com

b. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA;
Email IDs: rpawar61@hotmail.com; ramphal.pawar@ips.gov.in

c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, Email ID: ams057@gmail.com

31.0 **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 knowledg**e** and its effect on the cost of execution of the Contract.

32.0 **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.

33.0 **GOODS AND SERVICES TAX**:

33.1 In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST / VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

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

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

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

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

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

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

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

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

33.6 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

33.7 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

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

33.9 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

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

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

33.12 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of GCC and quote their prices accordingly.

33.13 In case the GST rating of bidder on the GST portal / Govt. official website is negative / blacklisted, then the bid may be rejected by OIL.

END OF PART-1

&&&&&

PART-2

BID EVALUATION CRITERIA (BEC)

1.0 GENERAL CONFORMITY:

The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this tender document. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the bid will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.

Note: Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document. Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected.

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 SCOPE OF WORK:

The Bidder shall confirm to provide all the following services:

(i) One set of Rotary Steerable System + SDMM + Directional Gamma tools + Jar for 17 ½" hole section along with MWD surface Unit.

(ii) One set of Rotary Steerable System + SDMM + Directional Gamma tools + Jar + APWD tool for 12¼" hole section along with MWD/LWD surface Unit. However, one set of resistivity, neutron-azimuthal Density with imaging and calliper tool for 12¼" hole section will be on call out basis.

(iii) One set of Rotary Steerable System + SDMM + Directional Gamma tools + Jar for 8½" hole section along with MWD/LWD surface Unit along with One set of resistivity, neutron-azimuthal Density with imaging and calliper & APWD for 8.1/2" hole section. However, one set of Formation Pressure while Drilling for 8.1/2" hole section *will be on call out basis.*

(iv) One set of Rotary Steerable System + SDMM + Directional Gamma tools + Jar for 6" hole section along with MWD/LWD surface Unit along with One set of resistivity, neutron-azimuthal Density with imaging and calliper & APWD for 6" hole section. However, one set of Formation Pressure while Drilling for 6" hole section *will be on call out basis.*

(v) Mud Engineering Service

Notes:

(a) In case the bidder does not have all the services of their own, they can have pre-tender tie-up only for the Mud Engineering Service & Jar. However, the prime bidder has to have the Directional Drilling services of their own.

(b) In case of pre-tender tie-up, the bidder should execute a legally enforceable MOU/ Agreement valid for entire duration of the contract including extension, if any. Copies of the pre-tender tie-up for each third-party service mentioned under Note (a) above, should be furnished along with the Technical Bid clearly referring to OIL's tender document number & indicating the scope of work for technical partner of the bidder. Notwithstanding the MOU, bidder shall clearly undertake the single point responsibility of completing the project as offered by the bidder.

2.2 EXPERIENCE CRITERIA:

The following minimum criteria should be met by the Bidder failing which their bid/offer will be rejected:

(A) Bidder should be a Directional Drilling and Logging While Drilling Service Provider Company engaged in providing Rotary Steerable System (RSS) integrated with collar based MWD & LWD tools to E & P Company (Companies involved in Exploration & Production of Oil & Gas) since last 7 years to be reckoned from the original bid closing date. Bidder should have experience of successfully completing atleast 01(One) Contract of minimum 01(One) year duration using RSS with MWD/LWD tools in last 07 (seven) years reckoned from the original bid closing date.

(B) The bidder should have also successfully completed minimum 6 (Six) directional wells using RSS - MWD/LWD tools in combination in any E&P company (company involved in exploration & production of Oil & Gas) in the last 07 (Seven) years reckoned from the original bid closing date. Each well should have a minimum drift displacement of 2000 m.

(C) The bidder or its tie-up partner (as per Note (a) of Clause No. 2.1 above) should have experience of providing Mud engineering services to any E&P Company (Company involved in Exploration & Production of Oil & Gas) for minimum 02(Two) years under a single contract and additionally should have completed Mud engineering service in at least 03(Three) wells of minimum 3000m depth in the last 7(seven) years reckoned from the original bid closing date.

2.2.1 Bidder must submit necessary documentary evidence as noted below in support of the experience criteria under the Clause No. 2.2 above:

(a) Towards compliance to Clause No. 2.2 (A) above: Documentary evidence(s) in the form of relevant pages of the contract(s) executed showing detailed address(es) of client(s), scope of work along with completion certificate(s)/payment certificate(s) or any other document(s) issued/certified by the client(s) which substantiate the 07 (Seven) years experience and also completion of at least 01(One) Contract for a minimum period of 01 (One) year of drilling Directional Wells using RSS along with MWD/LWD. The same should also be submitted as per **Annexure-AA**.

(b) Towards compliance to Clause No. 2.2 (B) above: Documentary evidence(s) in the form relevant pages of the contract(s) executed showing detailed

address(es) of client(s), scope of work/end of well report(s)/well completion report(s)/directional survey reports/ completion certificate(s) or any other document(s) issued/certified by the client(s) in support of the successful completion of the 06 (Six) nos. of High-Displacement Directional Wells of minimum drift displacement of 2000 m. The same should also be submitted as per **Annexure-BB**.

(c) Towards compliance to Clause No. 2.2 (C) above: Documentary evidence(s) in the form of relevant pages of the contract(s) executed showing detailed address(es) of client(s), scope of work along with completion certificate(s)/payment certificate(s) or any other document(s) issued/certified by the client(s) which substantiate the completion of at least 01(One) Contract of Mud Engineering Service for a minimum duration of 02 (Two) years to any E & P Company. For 03(Three) wells of minimum depth of 3000m, bidder has to submit the DMR of the particular wells.

(d) Bidder can also provide self-certified documents duly signed by the authorized signatory of the bid/CEO of the firm confirming execution of required number of High Displacement directional wells with drift displacement of minimum 2000 meters, clearly indicating Contract no., well name and operator's details. However, for Mud engineering Service, the declaration has to be signed by the authorized signatories of the bid/CEO of both the partners of the bid confirming execution of Mud service in 03(Three) wells of minimum 3000m or more.

NOTES:

(i) In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date.

(ii) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s)/Client's Feedback Form are not acceptable as evidence of experience.

(iii) Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of the parameter(s), as stipulated under Clause No. 2.2 will only be treated as acceptable experience.

(iv) Work executed through 'sub-contracting' shall not be considered for evaluation.

(v) Work executed by a bidder for its own organization/parent subsidiary/co-subsidiary/sister-subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.

(vi) Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause 2.2 (A), (B) & (C) above.

(vii) If the prospective bidder is executing a contract as per Clause No. 2.2 of BEC which is still running and quantity of the jobs executed prior to

original bid closing date is equal to or more than the minimum prescribed numbers of jobs as mentioned in Clause 2.2 of BEC, such experience shall qualify for evaluation.

(viii) Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.

2.2.2 Bidders who themselves do not meet the experience criteria as stipulated in Clause No. 2.2 above, can also bid under the categories as listed below:

(I) **Eligibility criteria in case bids are submitted based on technical experience of Parent/Subsidiary Company:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 2.2 above can also be considered provided the bidder is a subsidiary company of the parent company [supporting company, which holds more than fifty percent of the paid-up equity share capital of the bidder] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its subsidiary [supporting company, in which the bidder holds more than fifty percent of the paid-up equity share capital]. However, the parent/subsidiary company (as the case may be) of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement etc.

In case of bidder who is a subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company (Supporting Company) for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Agreement (as per **Annexure-A**) and also a parent/subsidiary Guarantee (as per **Annexure-B**) to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

(II) **Eligibility criteria in case bid is submitted based on technical experience of Sister-subsidiary/Co-subsidiary Company:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 2.2 above can also be considered based on the experience of their sister-subsidiary/co-subsidiary company (Supporting Company) within the ultimate parent/holding company subject to meeting the following conditions:

(i) Provided that the sister-subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly

owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.

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

(iii) 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-C**, between them and their ultimate parent/holding company, along with the technical bid.

Notes to Para 2.2.2(I) & 2.2.2(II) above: In the situations mentioned in Paras No. (I) and (II) above, the supporting company shall not be allowed to submit their separate/independent bid against this tender. In such case, all such bids shall be rejected. Also, bids having technical support from the same entity shall be rejected. Further, bidders shall submit/comply the following:

(a) Undertaking by the Supporting Company to provide an additional Performance Security (as per **Annexure-F**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder.

(b) In cases where the Supporting Company do not have Permanent Establishment in India, the bidding company can furnish this additional Performance Security on behalf of the supporting company in addition to their own Performance Security as per tender. In such case, bidding company shall furnish an undertaking that their foreign based supporting company / ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(c) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the Contractor, the additional Performance Security provided by the supporting company shall be invoked by OIL due to non-performance of the Contractor.

(d) A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the original bid closing date.

(III) Bid from Joint Venture Company:

(i) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956/Companies Act 2013/ Limited Liability Partnership Act 2008 and any amendment thereunder. They should meet the technical qualification requirements as under:

A. The JV on its own shall meet the experience criteria as per Clause No. 2.2.

or

B. Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 2.2.

Notes:

a) In case of (B) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract.

b) Experience of the JV or its member (as the case may be) relying on the experience of its supporting company/subsidiary/co-subsidiary/ sister-subsidiary/ parent/ holding/ affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria shall not be considered for evaluation.

c) Documents showing the existing shareholdings of the JV Partners must be submitted along with the bid.

(ii) **Constitution of Joint Venture**: The members of the JV should not be more than three. If after submission of bid, a JV leader effects any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection.

(iii) Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, **are required to submit their application submitted to SIA/RBI along with the bid** and copy of Govt. approval prior to the date of price bid opening. Confirmation to this effect and declaration on the same should be provided as part of their technical offer.

(iv) Members of the JV are not allowed to quote separately/independently/or through any other arrangement like part of any other 'JV/Subsidiary/ Parent company/Sister-subsidiary/Co-subsidiary' against this tender. All the bids received in such a case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

(IV) Bid from Consortium of Companies:

In case the Bidder is a Consortium of Companies, the following requirement should be complied by the consortium:

(i) Any member of the consortium on its own shall satisfy the minimum experience requirement as per Clause No. 2.2 above and shall not rely on its consortium partners, subsidiary/parent company/co-subsidiary or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.

(ii) Consortium bids shall be submitted with a Memorandum of Understanding (MoU) among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MoU must accompany the bid. The MoU must state that the Consortium Member on whose experience/strength the Consortium is bidding, is bound to execute the full part of the contract which falls under/related to the experience submitted by them against Clause No. 2.2 of BEC above. Moreover, the MoU must clearly define the 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.

(iii) Only the Leader of the consortium should register against the tender in 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.

(iv) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.

(v) 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. If the leader of the consortium changes during execution of the contract (if awarded), the contract shall be liable for termination.

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

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

(viii) In case of consortium bids, the bid shall be signed/digitally signed in line with tender stipulation 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.

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

(x) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this tender. This confirmation must be submitted along with the technical bid.

(xi) **Constitution of Consortium**: The members of the consortium should not be more than 03 (Three). 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. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

(xii) **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 severely.

(xiii) Members of the consortium are not allowed to quote separately/ independently/or through any other arrangement like part of any other JV/Consortium against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

(xiv) Certified copies (attested by Director/Company Secretary/Authorised Signatory) of Board resolutions/Partnership resolutions passed by respective Board of Directors of the companies/Partners of the LLP agreeing to enter into such consortium with each other for submission of bid for the NIT and also authorizing designated executives of each company/LLP to sign the MOU, to be provided along with the technical bid.

(xv) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement need not be on a non-judicial stamp paper, however it should be notarized.

2.2.3 Bidders quoting on the technical strength of Parent/Subsidiary/Sister-Subsidiary/Consortium member/Joint Venture partner Company's experience (who qualifies the technical requirement as per the tender qualifying criteria) should provide the respective services from the identified party (Supporting Company) on whose strength the bidder meets the qualifying criteria including key personnel for a minimum duration of 50% of the initial Contract period during execution of the contract. Declarations in this regard from the bidder as well as the Supporting Company are required to be submitted along with the un-priced techno-commercial bid as per format vide **Annexure-G**.

2.3 MOBILIZATION PERIOD:

Bidder has to confirm mobilization of all the 4 (Four) sets of tools, equipment and personnel within 120 (One Hundred Twenty) days from date of issue of the 1st mobilization notice. However, OIL reserves the right to mobilize each of the sets in a phased manner and in that case separate mobilization notice will be issued. Offers indicating mobilization time more than 120 days from the date of issuance of mobilization notice for the set of tool(s) will be rejected.

For Mud Engineering Services, Bidder has to confirm mobilization of Mud Engineering services along with personnel within 120 (One Hundred Twenty) days from date of issue of the 1st mobilization notice.

In case of call out service, mobilization notice with 60 (sixty) days' time will be issued.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 **Annual Financial Turnover from Operations** of the Bidder during any of the last three (03) completed financial/accounting years preceding the **Original Bid Closing date** must be at least **INR 46,22,42,000.00 or US$ 5,355,000.00**

[**Annual Financial Turnover** of the bidder from operations shall mean- "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

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

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

3.3 In case the bidder is a 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 bid based on the financial strength of its parent/ultimate parent/holding company (supporting company), then documents need to be submitted along with the technical bid in support of the following:

(i) The parent/ ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 3.1 & 3.2 above.

(ii) **Corporate Guarantee (Annexure-D)** on parent/ultimate parent/ holding

company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them.

(iii) A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the original bid closing date.

3.4 If the Bidder is an Incorporated Joint Venture (JV) and does not meet financial criteria (BEC Clause Nos. **3.1 & 3.2**) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV and the following needs to be complied/submitted:

(i) The member having more than 50% stake in the JV should meet the Financial Evaluation Criteria stipulated in Clause Nos. **3.1 & 3.2** above.

(ii) **Corporate Guarantee (Annexure-E)** on the letter head of the member having more than 50% stake in the JV signed by an authorized official undertaking that they would financially support their JV for executing the project / job in case the same is awarded to them.

(iii) A certificate from the statutory Auditor of the JV on the shareholding pattern of the JV. The certificate should be duly concurred/ endorsed by the Company Secretary or one of the Directors of the company concerned or Managing/Authorised partner of the LLP.

The above certificate should not be more than 30 days old as on the original bid closing date.

(iv) An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till execution of the contract is accomplished.

3.5 In case of bid from Consortium of Companies, any one of the consortium members shall have an annual financial turnover from operation of minimum **INR 46,22,42,000.00 or US$ 5,355,000.00** and other members of the consortium shall have an annual financial turnover from operation of minimum **INR 23,11,21,000.00 or US$ 2,677,500.00**, during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date. Net worth of all the members must be Positive for the financial/accounting year preceding the original bid closing date.

All the consortium members shall meet the financial criteria as indicated above on their own and shall not rely on the strength of their parent/ultimate parent/holding company to meet the financial criteria. Otherwise, their bid shall be categorically rejected.

3.6 Notes to Financial Evaluation Criteria:

a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies 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-L**.

OR

(ii) Financial Statements (Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

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

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the Net worth of the previous financial/ accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-K**.

c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State

Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

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

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 The bids are to be submitted under Single Stage – Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid separately in their respective fields in E-portal. The unpriced Techno-commercial Bid is to be uploaded in "Technical RFx Response" Tab and Priced Bid is to be uploaded in the "Notes & Attachments" Tab. Only the Priced Bid as per **Proforma-B** uploaded in the "Notes & Attachments" Tab should contain the quoted price. Bids shall be rejected outright if the price(s) is/are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

4.2 Bidder shall offer firm prices. The price quoted by the successful bidder must remain firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document (if any).

4.3 Bid security in Original shall be furnished as a part of the Techno Commercial Un-Priced Bid. The amount & validity of bid security should be as specified in the '**Forwarding Letter**'. Any bid not accompanied by a proper bid security will be rejected.

4.4 Bid Documents/User ID & Password for OIL's E-Tender portal are not 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.

4.5 Bids received through the e-procurement portal shall only be accepted. Any bid received in any other form will not be accepted.

4.6 Bids shall be typed or written in indelible ink. 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.

4.7 Bid documents shall contain no interlineations, white fluid, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person or persons who has/have digitally signed the Bid.

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

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

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

(i) Firm price
(ii) Bid Security/EMD
(iii) Period of validity of Bid
(iv) Price Schedule
(v) Performance Bank Guarantee / Security deposit
(vi) Mobilization Schedule
(vii) Scope of work
(viii) Guarantee of material / work
(ix) Liquidated Damages clause
(x) Tax liabilities
(xi) Arbitration / Resolution of Dispute Clause
(xii) Force Majeure
(xiii) Applicable Laws
(xiv) Specifications
(xv) Integrity Pact

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

4.12 Bid received with validity of offer less than **120 (one hundred twenty) days** from Bid Opening Date will be rejected.

4.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **"Proforma-M: Integrity Pact"** the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be

returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

4.14 **Land Border Sharing**: Bidders should submit an Undertaking that, their bid is compliant 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 (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

4.15 **Document Authenticity Undertaking**: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-J**.

4.16 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further, neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertakings towards compliance of above as per **Appendix-1 and Appendix-2** along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.

5.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below:

5.1 Bidders are required to quote for all the items as per **Proforma-B (Price Bid Format)**, otherwise the offer of the bidder will be straightway rejected.

5.2 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

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

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

5.5 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

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

5.7 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 quoted GST.

5.8 While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees.

5.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

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

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

5.12 **CUSTOMS DUTY:** In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017 (including amendments thereof), imports

of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty subject to conditions specified therein.

Similarly, the domestic supply of such goods would attract concessional GST on submission of EC in terms of Gazette Notification No. No. 3/2017- Central Tax (Rate) dated 28.06.2017 (and as amended from time to time).

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 30/2024-Customs dated 23.07.2024 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 30/2024-Customs dated 23.07.2024 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/ concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 30/2024-Customs dated 23.07.2024, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.

Bidders should submit the list of items which are to be imported for execution of the contract against this tender (**PROFORMA-A)** prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.

6.0 GENERAL NOTES:

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

6.2 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be liable for rejection. Since pre-bid meeting is provisioned in this tender, Company is not obligated to seek any post-bid clarification. However, clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

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

6.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

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

6.6 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

6.7 Bidders shall submit duly filled checklists on BEC & other relevant technical criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.

7.0 PURCHASE PREFERENCE CLAUSE:

7.1 **PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender.

7.1.1 **Documentation required to be submitted by MSEs:** 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

Amendment vide Gazette Notification No. **CG-DL-E-16062021-227649 dated 16.06.2021** and No. **CG-DLE-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

7.1.2 The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

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

7.1.3 Provisions such as seeking support from another company by way of Parent/Subsidiary/Sister-Subsidiary Company's experience/ JV Constituents/ Consortium 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 Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary/JV Partner (whichever applicable) will be eligible for the benefits (Purchase Preference and EMD Exemption) reserved for MSEs, provided the supporting company for technical and financial strength is/are also MSE(s). In case of submission of consortium bids by MSEs, all the members of the consortium including the leader of the Consortium should be eligible MSE in order to be eligible for the benefits reserved for MSEs.

7.2 **PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):** Purchase preference under **Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022**, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.

7.3 Contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

Notes:

a. The services required under the tender are not splitable.

b. The 'Total Price' shall be matched with that of the L1 bidder by reducing the differential rates proportionately or otherwise against the line items where their rates/prices are found to be higher than that of the L1 bidder.

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

8.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (four) years with effect from 07.06.2024 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. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf Lioyd Industrial Services (I) Pvt. Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com

xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

8.2 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.

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

8.4 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 (BEC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third-party certifying agencies for verification/ certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC clauses is the sole responsibility of the Bidder.

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

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

- **General Requirement:**

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

- **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 of the Tender.

- **Financial Criteria**

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

Notes:

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. Similarly, if any document like LOI/LOA/Contracts etc. issued by Oil India Limited are submitted towards BEC experience criteria, such documents need not be verified by TPI agency.

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

9.0 **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/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value*:*

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods:

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Wilful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

4.2 **Date of Commencement of Operation:**

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

4.3 **Duration of the contract:**

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

5.0 **SCOPE OF WORK/CONTRACT**:

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

6.0 **GENERAL OBLIGATION OF CONTRACTOR**:

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

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

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

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

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

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services

required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

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

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 authorisation from the CONTRACTOR.

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

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

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

9.0 Personnel to be deployed by contractor:

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

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

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

9.3 However, COMPANY shall provide available medical assistance/facilities to

CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

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

10.0 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma enclosed and must be in the form of Insurance Surety Bond or 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 who 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-Schedule 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. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

11.0 <u>SIGNING OF CONTRACT:</u>

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on

the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

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

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

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY 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/blacklisted 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 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.

b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c) The 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 subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

14.2 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 the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

14.3 The Contractor shall require all of its 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 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-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."

14.6 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".

14.7 Additional Assured:

"Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

14.8 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.

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

14.9 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.

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

14.11 On account payment to OIL in case of claim

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

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

i) **Employees Compensation (EC) Policy or Employer's Liability Policy 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, if applicable, 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. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

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.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

vii) Any other insurance policy set forth in the SCC

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 will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount 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 upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

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

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

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

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

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

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith 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 <u>SET-OFF</u>:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other

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

33.0 **WITHHOLDING**:

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

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

33.2 Defective work not remedied by CONTRACTOR.

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

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

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

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

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

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

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

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

iv) Any payment due from CONTRACTOR in respect of unauthorised

imports.

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

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

34.0 APPLICABLE LAWS:

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

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

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

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

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

35.0 LABOUR LAWS:

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

ii) No Labour below the age of eighteen [18] years shall be employed on the 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 ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

42.2 Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time

for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

42.3 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 through Conciliation/Mediation, the same shall be referred to Arbitration.

2. A party wishing to commence arbitration proceeding shall invoke an 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. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

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. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

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. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

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 from time to time)

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:

   a) 20% of the fees if the claimant has not submitted a statement of claim.
   b) 40% of the fees if the pleadings are complete.
   c) 60% of the fees if the hearing has commenced.
   d) 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 and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the 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 the Schedule of the Act and such expenses shall be equally borne by the parties.

12. The seat and venue of the arbitration proceeding shall be New Delhi.

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

1. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

2. A party wishing to commence arbitration proceedings 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.

3. 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.

42.5 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.

42.6 Exclusions

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

a) 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.

b) 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.

c) 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.

43.0 <u>COMPLETION OF CONTRACT</u>:

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 entirely or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

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

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

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil- india.com. 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.

Format for Undertaking

UNDERTAKING REGARDING NON-INCLUSION OF HAZARDOUS SUBSTANCES

[as per GCC Clause No. 14.12 (v)]

[On Bidder's Letter Head]

To,

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

Dear Sir,

This has reference to your Tender No. ..... Dated ..... 20___ on the subject .....

We.....(Name of the Company) confirm that no hazardous substance as stipulated in the Public Liability Insurance Act 1991 and the Rules framed thereunder will be handled during the performance of the aforesaid Tender/Contract.

It is hereby also confirmed that we will hold OIL harmless in case of any claim on us under the 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 thereunder.

Signature

(Name & Designation of Authorized person)

END OF SECTION-I

&&&&&

PART-3
SECTION-II

SCOPE OF WORK (SOW)/TERMS OF REFERENCE (TOR)

1.0 INTRODUCTION:

OIL INDIA LIMITED (OIL), an integrated National E&P Company has been carrying out oil exploration & development activities since early fifties. Also, it is engaged in production & transportation of crude oil & natural gas. OIL has major share of its E&P activities in Assam & Arunachal Pradesh besides activities in rest of India.

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

In order to boost up production level of crude oil & natural gas through increased & efficient drilling activities, OIL intends to hire:

(i) One set of RSS + SDMM + Directional with Gamma Ray tools + Jar for 17½" hole section alongwith MWD surface Unit.

(ii) One set of RSS + SDMM + Directional with Gamma Ray tools + Jar, APWD tool alongwith MWD/LWD surface Unit and Mud Engineering Service for 12¼" hole section. Additionally, One set each of resistivity and neutron- azimuthal Density with imaging and calliper for 12¼" hole section *will be on call out basis.*

(iii) One set of RSS + SDMM + Directional with Gamma Ray tools + Jar, APWD tool, resistivity, neutron- azimuthal Density with imaging and calliper alongwith MWD/LWD surface Unit and Mud Engineering Service for 8½ " hole section. Additionally, Formation Pressure while Drilling for 8.1/2 " hole section *will be on call out basis.*

(iv) One set of RSS + SDMM + Directional with Gamma Ray tools + Jar, APWD tool, resistivity, neutron- azimuthal Density with imaging and calliper alongwith MWD/LWD surface Unit and Mud Engineering Service for 6" hole section. Additionally, Formation Pressure while Drilling for 6 " hole section *will be on call out basis.*

All the above services are meant for PEL / ML/ NELP/ OALP/DSF areas for directional drilling activity. OIL will provide necessary recommendatory letter for EC for the tools/equipment, spares & consumables during initial & subsequent import of required materials against the contract. However, the total amount will be limited to the CIF value as declared in the bid as per **Proforma-A.**

Contractors to provide the above services, together with Manpower as per the scope of work.

2.0 AREA OF OPERATION:

The areas of operation will be primarily in OIL's operational areas under PEL/ML/OALP/NELP/DSF in the states of North East India. However, if the service is required to be mobilized/deployed in other areas across India, the mobilization/transfer of the service shall be at mutually agreed terms & conditions and rates. Payment for all the other items shall be in accordance with the contract rate as per Schedule of Rates (SOR).

3.0 BROAD SCOPE OF WORK:

OIL intends to hire a total of 04 (Four) sets of directional tools and equipment including the services of personnel with collar based MWD/LWD tools for drilling of Directional/Side-track/Re-entry or any other types of wells from kick-off to target along with stand-by back-up tools for its exploration and development activities in North Eastern States for a period of 04 (four) years. The tools, equipment and services may also be used in vertical wells for performance drilling. Additionally, some of the tools, equipment and services meant for one size of hole section may be used in another size of hole section (if technically feasible) for effective utilization of resources at the discretion of OIL.

The Contractor shall provide the services along with all necessary equipment/tools and personnel and carryout directional drilling operations in accordance with the approved directional well plan. The approved well plan may be amended from time to time by reasonable modification as deemed fit by the company. However, the contractor shall be wholly responsible for rendering the services as per scope of work under this contract.

Under the service, the contractor shall have to provide the following services with their tools & equipment:

3.1 Collar based non- retrievable type MWD / LWD tools (Compatible with RSS/SDMM) with Positive/Continuous Mud Pulse Telemetry system shall be provided under this service. The Contractor should categorically confirm to this effect.

3.2 RSS, SDMM, MWD/LWD & Jar to be deputed under the service should comply with the followings:

i) All down hole tools including surface units must be of recent version. These tools should either be new or recently refurbished. In case of refurbished tools, the refurbishment should not be more than 06(Six) months old. Contractor must submit relevant documents of the tools in this respect as documentary evidence before mobilization of the tools. However, in case of brand new tools, the same will not be applicable.

In addition to the above, Contractor must submit maintenance schedule and certificates against all tools as per Contractors policy before mobilization of the tools under the Contract for scrutiny by OIL. Bidder to confirm the same.

Note: Part no. / Identification no. must be noted in the maintenance records

ii) The Contractor should provide the technical literature/catalogue for all the offered tools.

iii) The Contractor shall provide Calibration certificate of MWD & LWD tools before mobilization showing Inclination, Azimuth, Tool face & Dip angle accuracies as applicable. Calibration certificates for accuracy of Measurement should not be more than 06 (six) months old. In case, calibration certificates are of 01 (One) year validity, the same will also be acceptable, provided the certificates are valid at the time of mobilization. Bidder to confirm the same.

iv) RSS/SDMM/MWD/LWD/Jar/Resistivity & other tools provided by the Contractor shall be supported with spares and service during the duration of the Contract.

v) Contractor shall provide relevant test certificates for the drilling jars. Test certificates has to be provided before mobilization.

vi) All tools/equipment and consumables deployed by the Contractor should meet OIL's specified requirement.

vii) MWD/LWD tools initially mobilized by the Contractor and any replacement thereof, should be accompanied by Calibration sheets, approved by Contractors QA/QC engineers/TPI. Contractors to confirm the same.

3.3 Tools and Equipment:

Sl. No.	Description of Tools & Equipment	No of Tools per Set		No of Set	Total no of Tools & Equip
		Main	Backup		
1.0	**17½ " Hole Section Tools & Equipment-Regular basis**			**1**	**--**
1.1	Surface MWD Unit	1	0	1	1
1.2	RSS with Accessories	1	1	1	2
1.3	SDMM with Stabilizers & Accessories	1	1	1	2
1.4	Directional MWD with Gamma Ray tool	1	1	1	2
1.5	Drilling Jar (8")	1	1	1	2
2.0	**12¼" Hole Section Tools & Equipment-Regular basis**			**1**	-
2.1	Surface MWD/LWD Unit	1	0	1	1
2.2	RSS with Accessories	1	1	1	2
2.3	SDMM with Stabilizers & Accessories	1	1	1	2

2.4	Directional MWD with Gamma Ray tool	1	1	1	2
2.5	Annulus Pressure and Annulus Temperature While Drilling	1	1	1	2
2.6	Resistivity (Induction Type) **(CALL OUT)**	1	1	1	2
2.7	Drilling Jar (6.1/2" or 6.3/4")	1	1	1	2
2.8	Neutron, azimuthal Density with imaging and caliper(**CALL OUT**)	1	1	1	2
3.0	**8½" Hole Section Tools & Equipment-Regular basis**			**1**	**--**
3.1	Surface MWD/LWD Unit	1	0	1	1
3.2	RSS with Accessories	1	1	1	2
3.3	SDMM with Stabilizers & Accessories	1	1	1	2
3.4	Directional MWD with Gamma Ray tool	1	1	1	2
3.5	Annulus Pressure and Annulus Temperature While Drilling	1	1	1	2
3.6	Resistivity (Induction Type)	1	1	1	2
3.7	Drilling Jar (6.1/2" or 6.3/4")	1	1	1	2
3.8	Neutron, azimuthal Density with imaging and caliper	1	1	1	2
3.9	Formation Pressure While Drilling (CALL OUT)	1	1	1	2
4.0	**6" Hole Section Tools & Equipment- Regular basis**			1	
4.1	Surface MWD/LWD Unit	1	0	1	1
4.2	RSS with Accessories	1	1	1	2
4.3	SDMM with Stabilizers & Accessories	1	1	1	2
4.4	Directional MWD with Gamma Ray tool	1	1	1	2
4.5	Annulus Pressure and Annulus Temperature While Drilling	1	1	1	2
4.6	Resistivity (Induction Type)	1	1	1	2
4.7	Drilling Jar (4¾")	1	1	1	2
4.8	Neutron, azimuthal Density with imaging and caliper	1	1	1	2
4.9	Formation Pressure While Drilling (CALL OUT)	1	1	1	2

3.3.1 **TOOLS, EQUIPMENT & SERVICES FOR 17.1/2" HOLE SECTION:**

i. RSS-SDMM + directional MWD + Jar are to be provided for drilling 17.1/2" hole as a complete package. System should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory. However, in case of RSS, it should be capable of simultaneously changing azimuth and inclination in rotary drilling mode. The MWD system should be based on positive/Continuous mud pulse telemetry system. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.

ii. One set of tools & equipment shall consist of surface unit, RSS, SDMM, directional MWD + Gamma Ray, Drilling jar with related directional tubular and accessories for drilling the 17.1/2" hole section (i.e. NMDC, UBHO, Float Sub, Cross-Over subs etc, as applicable) as per table in 3.3 above.

iii. The Directional Drilling equipment will be put in operation from one well to another as per OIL's requirement. To ensure un-interrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary set/quantity of tools as defined in table above. Servicing of tools will be allowed at no workload period only.

iv. Services of Directional Drillers to operate RSS-SDMM and MWD Engineers are to be provided for execution of drilling program as per well plan of OIL. Minimum 02 (Two) directional driller and minimum 02 (Two) MWD Engineer are required to be provided always during operation at well site.

v. 17. ½" section hole will be drilled by the Contractor as per approved OIL's well plan with the help of RSS-SDMM. Phase length of the section will be around 2000 M (MD) with displacement around 600m or more.

vi. The RSS-SDMM and MWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.

vii. The Gamma Ray should be combinable or an integrated part of the MWD tool system and should be compatible with other related equipment.

3.3.2 **TOOLS, EQUIPMENT & SERVICES FOR 12¼" HOLE SECTION:**

i. RSS-SDMM Tools are to be provided for drilling 12¼" hole having directional MWD and Gamma ray tool, annulus Pressure and Temperature tool with drilling jar in the system as a complete package. Resistivity, neutron-azimuthal Density with imaging and calliper for 12 ¼" hole are on call out basis. System should be capable of building, holding and dropping well angle and direction as per well plan trajectory. However, in case of RSS it should be capable of simultaneously changing azimuth and inclination in rotary drilling mode. The MWD/LWD system should be based on positive/Continuous mud pulse

telemetry system. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.

ii. One set of tools & equipment shall consist of surface unit, RSS, SDMM, directional MWD + Gamma Ray, annulus Pressure & Temperature, Drilling jar with related directional tubular and accessories for drilling the 12.1/4" hole section (i.e. NMDC, UBHO, Float Sub, Cross-Over subs etc, as applicable) as per table in 3.3 above.

Services of LWD tools – (resistivity, neutron- azimuthal Density with imaging and calliper) for 12. ¼" hole section will be on call out basis and will be asked to mobilize as per OIL's requirement.

iii. The Directional Drilling equipment will be put in operation from one well to another as per OIL's requirement. To ensure un-interrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary set/quantity of tools as defined in table above. Servicing of tools will be allowed at no workload period only.

iv. Services of Directional Drillers to operate RSS-SDMM and MWD/LWD Engineers are to be provided for execution of drilling program as per well plan of OIL. Minimum 02 (Two) directional driller and minimum 02 (Two) MWD/LWD Engineer are required to be provided always during operation at well site.

v. 12¼" hole section will be drilled by the Contractor with the help of RSS-SDMM in consultation with OIL. Phase length of the section will be around 2000 M (MD) with a total displacement of around 1500m or more at sectional TD.

vi. The RSS-SDMM and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill ERD/HDD wells of sail angle 55°-85°.

i. The Gamma Ray and Resistivity tools for 12¼ " hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. The tools should have a temperature rating of not less than 120° C, pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100′ (Rotary).

ii. Annulus Pressure and Temperature Measurement tools: The Annulus Pressure and Temperature tools for 12¼" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should work in temperature range of 120° C or more, pressure rating of 18,000psi or more and

tool curvature of 6.5°/100′ (Rotary) or better.

3.3.3 **TOOLS, EQUIPMENT & SERVICES FOR 8½" HOLE SECTION:**

i) RSS-SDMM Tools are to be provided for drilling 8½" hole having directional MWD and Gamma ray tool, annulus Pressure and Temperature tool, Resistivity, neutron-azimuthal Density with imaging and calliper, drilling jar in the system as a complete package. Formation Pressure while Drilling (FPD) for 8½" hole section will be on call out basis. System should be capable of building, holding and dropping well angle and direction as per well plan trajectory. However, in case of RSS it should be capable of simultaneously changing azimuth and inclination in rotary drilling mode. The MWD/LWD system should be based on positive/Continuous mud pulse telemetry system. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.

ii) One set of tools & equipment shall consist of surface unit, RSS, SDMM, directional MWD + Gamma Ray, Drilling jar, resistivity, density-neutron porosity with imaging & caliper, annulus Pressure & Temperature tool and related directional tubular for drilling the 8 ½" hole Section (i.e. NMDC, UBHO, Float Sub, Cross-Over subs etc, as applicable) as per table in 3.3 above.

Services of Formation Pressure while Drilling (FPD) for 8.½" hole section will be on call out basis and will be asked to mobilize as per OIL's requirement.

iii) The Directional Drilling equipment will be put in operation from one well to another as per OIL's requirement. To ensure un-interrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary set/quantity of tools as defined in table above. Servicing of tools will be allowed at no workload period only.

iv) **LWD Measurements:**

Resistivity, Gamma ray, density and neutron logging are required for 8½" hole size and should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. Tools should work with temperature of 120° C or more, Pressure rating: 18000 PSI or more, Tool curvature: 6.5° / 100′ (Rotary) or better.

The Memory Capacity for each downhole LWD tools should be able to sustain drilling activity for not less than 400 circulating hours at highest quality of data capturing.

Resistivity Measurement:

1. To be recorded in multiple frequencies and in multiple depth of investigations.
2. Bore hole compensated phase & attenuation measurement systems with multiple depths of investigation.
3. Resistivity measurement: 0.2 to 2000 Ohm-m.
4. Invasion Profile with curve separation.

Azimuthal Density with Imaging and Neutron Porosity shall be as follows:

a) Azimuthal Density Range = 1.8 to 2.8 gm/cc

b) Pe = 1 to 10 units

c) Neutron porosity = -6 to 54 P.U. or o to 60 P.U.

d) Azimuthal density from four quadrant and images are to be provided as per the operational requirement with 16 BINS measurement and real time transmission at a rate of 4 BINS / 4 Sectors or more.

e) Ultra Sonic/ Density derived Calliper Log to be provided.

v) Annular Pressure and Temperature Measurement Tools:

The Annulus Pressure and Temperature tools for 8.1/2" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should work in temperature range of 120° C or more, pressure rating of 18,000psi or more and tool curvature of 6.5°/100′ (Rotary) or better.

vi) Services of Directional Drillers to operate RSS-SDMM and MWD/LWD Engineers are to be provided for execution of drilling program as per well plan of OIL. Minimum 02(Two) directional driller and minimum 02(Two) MWD Engineer are required to be provided always during operation at well site.

vii) 8.½" section hole will be drilled by the Contractor with the help of RSS-SDMM in consultation with OIL. Phase length of the section will be around 1500M (MD) with a total displacement of around 2000m or more at sectional TD.

viii) The RSS-SDMM and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business. The complete system should be able to kick-off from vertical and should be efficient to drill high angle high displacement wells of sail angle 55°-85°.

3.3.4 **TOOLS, EQUIPMENT & SERVICES FOR 6" HOLE SECTION:**

i) RSS-SDMM Tools are to be provided for drilling 6" hole having directional MWD and Gamma ray tool, annulus Pressure and Temperature tool, Resistivity, neutron-azimuthal Density with imaging and calliper, drilling jar in the system

as a complete package. Formation Pressure while Drilling (FPD) for 6" hole section will be on call out basis. System should be capable of building, holding and dropping well angle and direction as per well plan trajectory. However, in case of RSS it should be capable of simultaneously changing azimuth and inclination in rotary drilling mode. The MWD/LWD system should be based on positive/Continuous mud pulse telemetry system. It should transmit data from down hole to surface in real time on continuous basis. The Surface unit should be complete with necessary computers, monitors, printers, plotters etc., and other equipment as necessary to execute the job.

ii) One set of tools & equipment shall consist of surface unit, RSS, SDMM, directional MWD + Gamma Ray, Drilling jar, resistivity, density-neutron porosity with imaging & caliper, annulus Pressure & Temperature tool and related directional tubular for drilling the 6" hole Section (i.e. NMDC, UBHO, Float Sub, Cross-Over subs etc, as applicable) as per table in 3.3 above.

Services of Formation Pressure while Drilling (FPD) for 6" hole section will be on call out basis and will be asked to mobilize as per OIL's requirement.

iii) Services of Directional Drillers to operate RSS-SDMM and MWD/LWD Engineers are to be provided for execution of drilling program as per well plan of OIL. Minimum 02(Two) directional driller and minimum 02(Two) MWD Engineer are required to be provided always during operation at well site.

iv) The Directional Drilling equipment will be put in operation from one well to another as per OIL's requirement. To ensure un-interrupted directional drilling activity considering logistical constraints in the North-Eastern part of India, the Contractor should bring sufficient quantity of back up tools, equipment and spares in addition to the primary set/quantity of tools as defined in table above. Servicing of tools will be allowed at no workload period only.

v) 6" section hole will be drilled by the Contractor as per approved OIL's well plan with the help of RSS/SDMM. Phase length of the section will be around 800 M (MD) with a total displacement of around 2300m or more at sectional TD.

vi) The RSS-SDMM and MWD/LWD equipment should be best in class tools of the Contractor that are to be engaged in the business.

vii) LWD Measurements:
Resistivity, Gamma ray, density and neutron logging are required for 6" hole size and should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision for real time data transmission as well as for recording of Data in memory mode. Data is also to be recorded while pulling out by back reaming/with pump-on whenever required. Tools should work with temperature of 120° C or more, Pressure rating: 18000 PSI or more, Tool curvature: 6.5° / 100′ (Rotary) or better.

The Memory Capacity for each downhole LWD tools should be able to sustain drilling activity for not less than 250 circulating hours at highest quality of data capturing.

Resistivity Measurement:

1. To be recorded in multiple frequencies and in multiple depth of investigations.
2. Bore hole compensated phase & attenuation measurement systems with multiple depths of investigation.
3. Resistivity measurement: 0.2 to 2000 Ohm-m.
4. Invasion Profile with curve separation.

Azimuthal Density with Imaging and Neutron Porosity shall be as follows:

a) Azimuthal Density Range = 1.8 to 2.8 gm/cc

b) Pe = 1 to 10 units
c) Neutron porosity = -6 to 54 P.U. or o to 60 P.U.
d) Azimuthal density from four quadrant and images are to be provided as per the operational requirement with 16 BINS measurement and real time transmission at a rate of 4 BINS / 4 Sectors or more.
e) Ultra Sonic/ Density derived Calliper Log to be provided.

viii) Annulus Pressure and Temperature Measurement tools: The Annulus Pressure and Temperature tools for 6" hole section should be combinable or an integrated part of the MWD/LWD tool system and should be compatible with other related equipment. The tools should have provision of real time data transmission and of recording in memory mode. The tools should have a temperature rating of not less than 120° C and pressure rating of not less than 18000 psi and tool curvature of not less than 6.5°/100′ (Rotary).

NOTE:

i. Contractors to note that Company (OIL) at its discretion shall have the right to use the tool/tools independently as per the requirement of OIL of the service for a particular section at any point of time during the course of the contract, depending on its requirement as decided by Company.

ii. Contractor to ensure that at least 1(one) back-up tool/Equipment in working condition is always available against the main tool/equipment. If, in the event of breakdown of any of the main tool(s)/equipment, it is found that back up tool(s)/equipment in working condition is not available, then Zero rate will be applicable immediately from the moment any tool(s)/equipment failure is detected in operation. Additionally, for tools other than the main tool(s)/equipment, penalty @ 100% of Operating rate of the faulty tool(s)/equipment will be levied from the start of the waiting period at surface till the replacement/back up tool(s)/equipment is available at site.

During the above-mentioned waiting period, the charges for MWD/LWD Surface unit will be reduced to zero rate till a backup tool is made available at site. However, if any other MWD/LWD tool could be run devoid of the faulty tool,

only operating rate for the Surface unit will be paid during operating period of these tools.

4.0 The contractor is required to comply with following specified requirements:

i) To provide all X-over subs required between Contractor's BHA to Company's drill string and any other X-over required for Contractors BHA is to be identified and furnished by the Contractor. Drill String available with "OIL" for Drilling in 17. ½", 12. ¼", 8. ½" and 6" hole sections are furnished in **Annexure-I .**

ii) To provide the 5"/ 3.1/2" Drill Pipe Screen, backup tools/equipment with sufficient spares & consumables.

iii) To provide 02 nos. of lifting subs each for different connections of contractors tools and provision for accommodating strainer against each size of NMDC for conducting Surface test.

iv) To provide detailed specification of equipment/sensors along with catalogue and also all the features available in their MWD & LWD system. The Contractor should also indicate the limitations of their tools/sensors such as temperature, pressure and discharge limitations with ability to pump LCM materials in Mud Loss conditions through the tool and accordingly the equipment & sensor must perform.

v) The Contractor shall keep fishing tools including spares required for Contractor's non-standard equipment/ tools, if any.

vi) The minimum drift diameter of Hydro-Mechanical /Hydraulic Jar for 8.1/2" Hole should not be less than 2.1/2".

vii) To provide X-over from 6000 Psi to 15000 Psi fitting for H- Manifold.

viii) Contractor must ensure that all surface equipment including Contractors' bunk houses must be as per safety guidelines.

viii) Any bidder not quoting for all the services as per the Scope of work will be considered non responsive and their bids shall be rejected.

5.0 <u>DETAILS OF EQUIPMENT & SERVICES REQUIREMENT</u>:

The Contractor shall provide the following services:

(i) **Well Planning Services:**

OIL will design the well trajectory and share the same along with other data with the contractor. Contractor shall accept the plan prior to start of directional drilling. However, contractor may suggest anticipated Torque & Drag, hydraulics and anti-collision for such plan. If required, well plan may be re-viewed in consultation with the contractor to sort out any kind of well trajectory issues. In that case, the re-viewed plan must be accepted by the contractor. Thereafter, it shall be the responsibility of the Contractor to maintain the well profile of the hole as per plan till target depth of the particular section is reached.

Contractor shall share Torque & Drag, Hydraulics, Anti-collision, proposed BHA for any particular hole section of a directional well during actual drilling with their latest directional software.

Contractor shall submit end of Well Report after completion of the assigned Section/Well in hard as well soft copies (.pdf format).

(ii) **MWD equipment and Services**:

a) The contractor shall provide complete set of MWD (Measurement While Drilling) System. MWD tools should be collar specific, i.e. for different collar sizes, outside diameter of sensors are different except of directional sensor. The bore must be empty with no probe except for the directional part. Mud must be able to pass through the inserts (i.e. Battery pack, Gamma pack, Electronics, etc.) at respective flow rates. MWD tools with same size of probe fixed mechanically (fixed collar/collar mounted) for different collar sizes are not to be considered as collar based tools. Probe based tools are not acceptable.

b) MWD system should be based on positive/continuous pulse, mud telemetry for drilling (17. ½", 12.¼", 8.1/2" & 6") hole as per requirement of OIL provided in the MWD specifications in **Annexure-II**, along with cross-over subs, Non Magnetic Drill Collars, Float Subs – if required with all sets of electronic packages, surface computers and other accessories required for continuous real time monitoring of tool face, inclination, direction (azimuth), Gamma and annulus pressure & temperature while drilling (17.½", 12.¼", 8.1/2" & 6"). Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole / Tool failure etc.

c) Contractor shall provide Gamma Ray Tool compatible with the offered MWD system. Contractor shall provide the Company with Gamma Vs True Vertical Depth and Measured Well Depth. Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole/Tool failure etc.

NOTE:

1) Contractor shall provide RSS, SDMM, Directional tools based on positive mud pulse telemetry with MTBF (Mean-time Between Failure) exceeding 1000 hrs. Bidder to submit the MTBF certificate before mobilization. However, in case of brand new (Un-used) tools proposed to be deployed by the Contractor against this contract, the MTBF certificate is not required.

2) All the MWD/LWD tools should be able to interface with each other and facilitate 2-way communication & integration of data and commands.

3) Contractor to provide additional NMDC if required for MWD/LWD survey accuracy.

(iii) **SURFACE MWD/LWD UNIT:**

Surface MWD/ LWD unit with computers/printers accessories to record and print real time data with necessary transducers and connections to work with rig power supply 220 volts, 50 Hz. / 415V AC, 3 Phase, 3 wire AC as per requirement of OIL as stated in **Annexure-XI** (Contractor to fill up the Annexure). System should also have following features:

a) Record data like angle, azimuth and tool face and transmit it to surface with rig floor display. System should have features for dynamic tool face recording when drilling with motors.
b) System should be able to record stand pipe pressure, weight on bit (if feasible), Rate of penetration and rotary RPM (if feasible) also with depth counter facility.
c) Record bottom hole annulus pressure measurements, temperature, stick slip, shock and vibrations.
d) Record resistivity, neutron porosity and display real time azimuthal density with imaging calliper.
e) Record and print real time API Gamma & LWD measurement with measured depth.
f) Record and print real time API Gamma & LWD measurement with TVD.

NOTE: The Work station should come with minimum 150 m of 3- Phase power cables for cluster locations. Contractors are required to give an Electrical Test Certificate for the Surface unit & Bunks prior to powering of the unit by OIL. Contractors to confirm to provide the same.

(iv) **LWD Equipment along with Services for (12.¼", 8.½" & 6" Hole)**:

Contractor shall confirm to provide Resistivity Tool, Density-Porosity tool, Formation Pressure while Drilling tool compatible with the offered MWD. The surface system for Resistivity, Density-Porosity, Formation Pressure while Drilling and MWD with Gamma should be same. The Resistivity & Density-Porosity services will be used along with MWD for accuracy. Further, LWD may be used for recording real-time data in the other wells also as per OIL's requirement and the service provider will be compensated as per the quoted rates. Contractor shall provide the Company with Resistivity, Gamma, Density-Porosity (including density images) Log Vs True Vertical Depth and Measured Well Depth for reservoir boundary identification. The Resistivity measurement shall be as per requirement of OIL provided in **Annexure-VII**. The Density-Porosity (including density images) shall be as per requirement of OIL provided in **Annexure-IX**. The Formation Pressure while Drilling tool shall be as per requirement of OIL provided in **Annexure-X**. Contractor will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole / Tool failure etc.

NOTE: The MWD & LWD tools should be able to interface with Rotary Steerable System and facilitate 2-way communication & integration of data and commands.

(v) **SDMM equipment along with Services:**

The Contractor shall provide Steerable Downhole Positive Displacement Mud motors with all accessories e.g. stabilizers etc. as per **Annexure-III** for 17.½", 12.¼", 8.1/2" & 6" hole sizes. SDMMs should be high torque, low to medium speed & stabilized positive displacement steerable multi-lobe mud motor for high angle drilling.

The directional drillers are required to operate these motors and drill the hole as per plan trajectory. The motors should have API rotary shoulder connections with built-in/screw-on bearing Stabilizer housing & adjustable bent housing. SDMM should be suitable for build up rates & straight drilling in rotary mode. The steerable downhole mud motors should be with mud lubricated bearing/ Oil sealed bearing assembly and equipped with rotor catcher feature.

Note: SDMM should be from any of the reputed manufacturers as given in the list under clause 7.0 only.

vi) **Different sizes of String Stabilizer:**

1. Stabilizers for 17½" Hole section: 2 (two) nos. each of 17¼" and 17" string stabilizer with 6⅝" API Reg box-pin connection, 8" - 9⅝" OD fishing neck and 213/16"/3" ID.

2. Stabilizers for 12¼" Hole section: 2 (two) nos. each of 12" and 11¾" string stabilizer with 6⅝" API Reg box - pin connection, 7¾"/8"/8.1/4" OD fishing neck and 213/16"/3" ID.

1. Stabilizers for 8½" Hole section: 2 (two) nos. each of 8" and 7.3/4" string stabilizer with 4"IF/4½"IF box - pin connection, 6½"/6¾" OD fishing neck and 2.13/16"/3" ID.

4. Stabilizers for 6" Hole section : 2(two) nos. each of 5¾" and 5½" string stabilizer with 3½"IF box-pin connection, 4¾" OD fishing neck and 2¼" ID.

NOTE:

- All the above stabilizers must be 3/4 slight spiral blades of integral and sufficient blade length of double tapered at both leading and trailing ends. Stabilizers should have sufficient opening / annular clearance with taper blade on stabilizer body.
- Above stabilizers may be used independently for making rotary assemblies for drilling/ cleanout trips in case of requirement.
- The Service provider may decide to deploy additional sizes of stabilizers over and above the minimum required sizes based on operational requirement upon approval by OIL.

vii) **Drilling Jars and Services:**

The Contractor shall provide Hydro-mechanical/Hydraulic Drilling jars to withstand the rugged abuse and demanding application with up/down stroke mechanism, minimum stroke length as per requirement of OIL provided in **Annexure-IV**, for (17½", 12 ¼", 8 ½" & 6" hole sizes).

Note: Drilling Jars should be from any of the reputed manufacturers as given in the list under clause 7.0 only.

viii) **ROTARY STEERABLE SYSTEM along with Services:**

The Contractor shall provide **ROTARY STEERABLE SYSTEM** with all accessories as per **Annexure-VI** for 17.½", 12.¼", 8.1/2" & 6" hole sizes. The directional drillers are required to operate the RSS and drill the hole as per Company's approved well plan. The RSS should have API rotary shoulder connections. RSS should be capable of simultaneously changing azimuth and inclination in rotary drilling mode.

Note: RSS should be from any of the reputed manufacturers as given in the list under clause 7.0 only.

ix) **Real Time Data Monitoring Services:**

Real Time Data Monitoring Services at rig site as well as at Company's base office in Duliajan for 24x7 monitoring of Directional Drilling Operation to be provided in desktop version. All logs of MWD/LWD tools and drilling mechanics , i.e., Gamma, Resistivity, ROP, Temp, ECD, Survey, RPM (if available), WOB (if feasible), SPP, Flow (if available), Hook load curve etc. should be available in the system. No additional charges will be payable for this service.

x) **Annulus Pressure Measurement :**

APWD should be Combinable or integrated part of MWD & Induction Resistivity tools. Separate rates are to be quoted in both cases. If integrated with induction tool then for APWD sensors charges should not be built in main tools. Contractor has to mention whether APWD is independent or integrated with resistivity/MWD tool. If integrated with resistivity/MWD, the CIF value of APWD portion only to be quoted in Proforma-A.

Note: The Contractor shall provide Annulus Pressure and Temperature Measurement tools as per requirement of OIL provided in **Annexure-VIII** for 12.¼", 8.1/2" & 6" hole sizes.

6.0 KEY PERSONNEL :

Bidder shall confirm to provide qualified and experienced personnel under the following categories for running the well operation of OIL on round the clock basis:

i) Directional Driller: Minimum 2 (two) nos. per set.

ii) MWD/LWD Engineer: Minimum 2 (two) nos. per set.

iii) Base Co-ordinator: Minimum 1 (one) no.

NOTE:

a) Maximum age for Directional Driller, MWD/LWD Engineer and Base Co-ordinator should not exceed 56 years as on the original bid closing date of this Tender.

b) The Directional Drillers and MWD/LWD Engineers should have an overall experience of at least 03 years for Graduate Engineer/Post Graduate in Geo-Science Discipline, or 04 years for Diploma Engineer in relevant field.

d) Bidder has to submit an undertaking to provide the required experienced manpower in the prescribed format in **Annexure – E.**

The details of Personnel are given below:

i) **DIRECTIONAL DRILLER :**

Contractors should provide minimum 02 no. of qualified Directional Driller having minimum required years of relevant experience and have drilled at least 06 (six) no. of directional wells with RSS-SDMM to be deputed per set and will be working independently (12- hour shift) on a suitable ON/OFF day rotation basis at the Rig site. Directional Drillers should be able to execute the job of high angle-high displacement/side track wells or any other well from kick off to target on continuous basis. They should have complete knowledge of the job from planning to execution along with associated calculations and decision making so that they can perform the job independently. However, in case of operational problems, OIL's decision will be final.

The Directional Drillers will work in close liaison with OIL Engineers on the Rig/base. They should be fluent in speaking and writing English language. Directional drillers should be conversant with the job assigned and should have complete knowledge of the tools. Directional drillers of the Contractor shall assist OIL technically during round trip and clean out trips after completion of sectional TD. However, OIL reserves the right to modify its requirement of on-site Directional Drillers anytime.

NOTE: Particulars of directional driller must be submitted in the format **Annexure-XIII** to OIL for approval prior to deployment at wellsite.

(ii) **MWD/ LWD ENGINEER :**

Contractors to provide minimum 02 no. of qualified and experienced MWD/ LWD Engineers having minimum required years of relevant field experience and have drilled at least 06 (six) no. of directional wells to be deputed per set and will be working independently (12- hour shift) on a suitable ON/OFF day rotation basis at the Rig site. The engineers must be fluent in written and spoken English. The MWD/LWD Engineers will be responsible including but not limited to the following:

a) Prepare Logging plan and program, timely delivery of quality data logs, LAS, DLIS as per SOW. OIL reserves the right to use the resistivity tool in the sail angle or pilot hole option also.

b) Run, maintain and manage the MWD/LWD tools and unit.

c) Prepare daily reports of major real time observations and annotation of markers as defined by Company Geologist.

Note: Particulars of MWD/LWD engineers must be submitted in the format **Annexure-XIII** to OIL for approval prior to deployment at wellsite.

(iii) BASE COORDINATOR :

The Contractor shall depute an experienced Base Coordinator at the Company's base in Duliajan, having minimum 5 (five) years of relevant field experience in Directional Drilling for the entire duration of the Contract for smooth execution of the project. The personnel should have good knowledge of the tools, equipment and services being offered by the Contractor and should visit the Company's office regularly. The Base Manager should be capable of instructing the field Directional Drilling/ MWD-LWD teams on drilling operations in a practical drilling environment. Suitable replacement should be provided if he is absent for more than 3 (three) days. Base coordinator shall be well informed about status of contractor's equipment and any other subject relevant to agreement of the Contract. Company may seek for replacement in short notice if any deficiency is observed on his part. The Base Coordinator shall be responsible including but not limited to the following:

i) Supervise and coordinate all operations throughout the duration of the Contract.
ii) Interact with Company's Drilling Engineers and Geo-Scientist.
iii) Conceptualize subsurface objectives and issues.
iv) Conversant in Drilling Engineering and Directional well planning areas and act as an effective interface with the broader drilling discipline.
v) Responsible for Logistics management of tools, equipment, materials and personnel related to the Contract, including customs and immigration clearance, transport and inspection.
vi) Responsible for keeping Contractor's tools and equipment in good working condition with regular maintenance with the help of his other office/ repair facilities.
vii) Administration of the Contractor's day to day affairs under the Contract.
viii) Responsible for preparing, checking and submitting the invoices to the Company.
ix) Shall be available for consultation at all times for the entire duration of the contract period.

Note:

Base coordinator shall be nominated with CV in the format **Annexure-XIII** for approval from OIL before commencement of contract and subsequent replacement shall be informed in advance. Any temporary replacement against Base Coordinator should also have the same experience as of the Base Coordinator and CV of that personnel should be approved from the Company prior to deployment.

SPECIFIC POINTS FOR PERSONNEL :

a) Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.

b) All charges for personnel are included in Tool Operating & Stand by charges. No separate charges shall be payable for the personnel being deployed.

c) The Contractor will have to submit the Bio-Data of personnel proposed to be deployed for all the services mentioned under scope of work prior to deployment for OIL's approval. The following documents should accompany the Bio Data for approval:

- Educational Qualification certificate
- Service Tickets of prior deployment with signature of Operator to be provided (if available).
- Proof of work experience for 03/04 years, as applicable (salary slip/appointment letter/Release letter/Experience certificate etc)
- Valid Police Verification certificate
- Insurance documents as per applicable clause
- Form "O"
- Any other documents as per contract clauses

d) MWD/LWD Engineers, Directional Drillers and Base Coordinator should be an employee/consultant appointed by the Contractor. Necessary documents in this regard to be submitted prior to deployment for OIL's approval. In case, the personnel is newly recruited in the organisation, necessary documents including appointment letters supporting the previous experience criteria should have to be submitted for approval. In case, the personnel is newly recruited in the organisation, at least 02(Two) no. of personnel reference with email id, Mobile no. etc. of the previous employer to be provided in the CV for his previous experience.

e) MWD/LWD engineers should have the competency for handling and supervision of radioactive tools.

f) In case of non-availability of Directional Driller or MWD/LWD engineer during operation, penalty will be levied at the rate of 10% of the Operating Day rate of the RSS for the respective section (for each non-available person) till suitable replacement duly approved by Oil India Ltd. arrives.

In case of non-availability of Base Coordinator during operation, there will be no deduction for 03 days against prior approval. Beyond 03 days, penalty will be levied at the rate of 10% of the Operating Day rate of the RSS- whichever is higher

of all the four sections till suitable replacement duly approved by Oil India Ltd. arrives.

ORGANISATIONAL STRUCTURE:

Contractor shall provide the organizational structure for executing the project. Composition of the team & number of personnel will be reviewed by OIL and modified as per requirement.

7.0 Approved list for Tools / Equipment & Services:

The Contractor should provide Tools / Equipment & Services (mentioned above) from the approved list as shown in the table below:

APPROVED LIST:

A. Mud Motor:

i) Schlumberger
ii) Halliburton
iii) Weatherford
iv) Baker Hughes
v) National Oilwell Varco

B. RSS:

i) Schlumberger
ii) Halliburton
iii) Weatherford
iv) Baker Hughes

C. Drilling Jar:

i) Houston Engineers
ii) Weatherford
iii) National Oilwell Varco (Griffith)
iv) Bowen
v) Schlumberger
vi) Halliburton
vii) ITS
viii) Any other OIL approved manufacturer for the approved size

8.0 HIRING OF ADDITIONAL SETS OF TOOLS/EQUIPMENT & SERVICES:

During the currency of the contract OIL may decide to hire additional set/sets of tools and equipment including personnel as per requirement under the same terms and conditions stipulated in this tender/ contract with mutually agreed rates, but with a rate not higher than the originally quoted rate. Under such condition, successful Bidder will be bound to provide the desired services.

Mobilization of additional set/sets of tools and equipment including personnel will be as per "Special Conditions of Contract" in Section - III, Clause No. 2.0.

Liquidated Damages for default in timely mobilization of additional set/sets of tools and equipment including personnel will be as per "Special Conditions of Contract" in Section - III, Clause No. 5.0.

9.0 Geology & Reservoir Information:

Geological and reservoir information of the few fields where the proposed directional wells shall be drilled are furnished below:

Makum and North-Hapjan Barail 4th+5th Sand:

a) Formation: Barail fluvio-deltaic clastic sediments of Oligocene age (Tertiary)
b) Lithology: The reservoir is located in the arenaceous section of the Barail Formation which consists predominantly of sandstones with minor laterally impersistant shale interbeds and is overlain by an argillaceous section (about 100m).
c) Reservoir pressure:
i) Initial: 265.5 ksc at 2544.56 m SS (2636 m bd, Datum: 91.445 m asl).
ii) Current: 255 ksc at 2544.56 m SS (2636 m bd, Datum: 91.445 m asl)
d) Bottom hole temperature = 72-102° C
e) Pore Pressure: In the sedimentary column above the target reservoir is hydrostatic.
f) Average depth to reservoir = 2546.1 m SS (2637.5 mbd, Datum:91.44 masl)
g) Original oil-water contact = 2568.6 m SS (2660.0 m bd, Datum: 91.44 masl)
h) Original gas-oil contact = 2523.6 m SS (2615.0 m bd, Datum:91.44 m asl)
i) Net thickness of oil zone expected to be encountered: 25m (approx)
j) Presence of gas cap encountered in the crestal part of the structure. (Not tested)
k) Weighted average porosity = (Makum -25%, North Hapjan -20%).
l) Average ground level elevation =125 m asl.
m) Stratigraphic column encountered in the area: As given below

Sl	Horizon	Age	Lithology	Thickness (m)
1	Alluvium	Pleistocene to Recent	Medium to coarse grained unconsolidated sands with occasional bands of clay	1825
2	Girujan	Pliocene	Buff, red and green mottled clay with bands of fine-grained sandstone	150
3	Tipam	Miocene	Medium grained sandstone with bands of bluish-gray to bluish shale	550
4	Barail	Argillaceous Oligocene	Mainly mudstone and occasional fine grained argillaceous sandstone with thin bands of carbonaceous shale and coal	120

5	Barail	Arenaceous	Mainly consists of sandstone interbedded with streaks of laterally impersistent shales	650

BAREKURI FIELD:

The hydrocarbon prospects of the Barekuri field are confined to Paleocene/Lower Eocene and average depth of the reservoir is around 3740 m below MSL. So far, OIL has drilled nine wells in this structure of which 8 are oil producers and the current rate of production is approximately 1000 m3/day with very negligible water cut. The initial reservoir pressure is 428.5 kg/cm2 and the current reservoir pressure is around 428.0 kg/cm2.

BAGHJAN FIELD:

The main multi-stacked hydrocarbon bearing horizons are confined to the Palaeocene / Lower Eocene sandstone reservoirs. So far, drilling has been completed in 12 wells in the Baghjan structure. The reservoir pressure was found to be around 422.6 Ksc which is 50 Ksc above hydrostatic. The depth to Basement in the Baghjan area is around 3910 m below MSL and average depth of the reservoir is around 3700 - 3800 m below MSL. The area has been covered by 3D seismic survey.

DEOHAL-LAHOLI STRUCTURE:

The Deohal–Laholi structures at the Barail level is a composite faulted anticlinal structure which is compartmentalized into three fault blocks viz. Lohali, Deohal and East Deohal by two north-south trending faults and is bounded by a common major EW to ENE-WSW trending fault towards the south.

The Deohal and the East Deohal blocks are the central and eastern fault blocks of the area with an aerial extent of around 19 sq km at Barail Third Sand level. The Barail Third Sand is the primary reservoir within the Barail formation of the area and has been established as NAG reservoir. The average depth of the reservoir is around 2600m below MSL. A total of 7 wells have been drilled in this area but only 2 wells were completed as a gas producer in Barail Third Sand. Currently only one well is producing gas @ 0.1 MMSCMD. The initial reservoir pressure was 250.7 kg/cm2 and the current reservoir pressure is aound 240 kg/cm2.

Projection Parameters:

Reference spheroid for local projection = WGS 84
Projection system: Lambert Tangential.

10.0 MUD ENGINEERING SERVICES:

The contractor to provide the following services during the contract period.

10.1 MUD SERVICES: Mud engineering services will be required from contractor in drilling the well from Kick-off point or as per the requirement of OIL either from 12.25" Hole size / 8.5" Hole size. Mud engineering services for top vertical section shall be done by Oil India Limited (OIL). The contractor is required to provide Mud Engineering services in totality during the drilling of the wells in 12.25", 8.5" and 6" section on advice of OIL.

Note:

1.0 The Contractor should be able to provide Mud Engineering Services in two Drilling wells simultaneously as per the requirement of OIL under this Contract.

2.0 OIL at its discretion may use the Mud Engineering service independent of the Directional Drilling Services or vice versa as per the requirement.

10.2 SCOPE OF WORK:

The Contractor is required to provide mud engineering service in totality. The scope of work includes but not limited to,

- Mud Engineering service
- Designing and formulation of mud program.
- Supply of all mud chemicals and additives except those provided by OIL.
- Relevant technical back-up support of software and laboratory studies.
- Centrifuge Services. Detailed specifications as spelt out under clause no. 10.3

Contractor to provide Mud engineering services with following key personnel:

- **Mud Engineer:** Contractor will provide minimum 02 nos. on-site mud engineers on 12-hour shift basis. The engineers will be required to work on a suitable ON/OFF-day rotation. OIL reserves the right to modify its requirement of on-site mud engineers anytime.

  Mud engineers should have adequate appropriate knowledge in working with the contractor's materials, equipment and procedures for the services provided by the contractor. Both the mud engineers should have a minimum of 5 years relevant experience & should have performed mud engineering on at least 5 wells with similar mud systems.

  The Mud Engineers should hold bachelor's degree in science with Chemistry as one of the subject or B.E/ B. Tech in Chemical Engineering from any recognized university.

  Both on –site mud engineers should be able to read, write and speak in English fluently.

  The Mud Engineers should be in sound health and fit to work in different Environment. The maximum age of the Mud Engineers should not be more than 56 years as on the original bid closing date of this Tender.

  The on-site mud engineers will communicate their work plan with OIL Chemist/Drilling Engineer/Installation Manager/Company Man at site and ensure all operations and activities are conducted in compliance with OIL"s well program.

  The on-site mud engineers will be competent to take suitable measures during borehole instability, mud loss, stuck up or any other borehole complications.

  The on-site mud engineers shall be fully conversant with the QA/QC procedures in accordance with contractor's policies.

The on-site mud engineers will provide OIL with daily mud reports as per IADC format incorporating drilling operations, complete mud parameters, volume of mud prepared and consumed, operation of solid control equipment and consumption of additives and chemicals.

The contractor will have to submit personnel resume in respect of all the on-site mud engineers for OIL approval prior to start of operation along with other supporting documents.

Suitable substitution/replacement of any mud engineer of the contractor due to any valid reasons will be with prior approval of OIL.

Contractor is to furnish a list of Mud engineers (at least 04 personnel) and their bio-data for prior approval by the Company.

The mud engineer should have adequate knowledge in working with Contractor's materials, equipment and procedures for the services provided by the contractor.

The mud engineer should be competent enough/should have sufficient experience in solving down hole complications including but not limited to cement contamination, mud loss, stuck pipe, caving, high pressure kick etc.

10.3 CERTRIFUGE SERVICES:

Operation / maintenance of Centrifuge shall be provided by the Contractor along with the power requirement and motor HP for running this facility. OIL will provide electrical power having specification of 415V, 3-Phase, 50Hz without Neutral. All Electrical equipment such as Motor, Starter, Remote push button switch, Junction box, Plug-Socket, Cable glands etc. used with the Centrifuge unit and not placed at safe distance, shall be suitable for use in oilfield hazardous area of Zone-I or Zone-II and Gas group II-A & II-B of oil mines and shall confirm to IS/IEC/EN: 60079 standard. Details of certification / test reports confirming to the above relevant standard from an Indian government laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body shall be submitted. [Ref: Oil Mines Regulation, 2017, Regulation no.96 and CEA (Measures relating to safety and electric supply) Regulations, 2010, regulation no.110].

OIL will only provide necessary assistance of Crane Services for installation (rig-up) of Centrifuge and Dismantling (rig-down) of same in each location. However, the Contractor will have sole responsibility for operation & maintenance of the Centrifuge.

The Contractor shall provide/ bring necessary platform for mounting the Centrifuge along with all required pipings.

SPECIFICATION OF CENTRIFUGE

MAKE: Brandt - NOV / MI- Swaco / CSI(Centrisys) / Halliburton / Derrick / Kemtron

MODEL: As per the above manufacturer

DESCRIPTION: High Speed Decanter with Variable Speed Hydraulic Drive / VFD (The centrifuge package should include all control and accessories)

Capacity: 185 GPM

Progressive Cavity Pump

Motor H.P for running Centrifuge: 60

Motor H.P for running Feed Pump: Should be capable of meeting 185 gpm flow rate criteria

Centrifugal "G" force: 1900 or higher

- **Centrifuge Operator:** Contractor will provide minimum 02 no. experienced on-site Centrifuge operators on 12-hour shift basis. The operators will be required to work on a suitable ON/OFF-day rotation. OIL reserves the right to modify its requirement of on-site Centrifuge operators anytime during the currency of the Contract.

  The Centrifuge Operators qualification should be HS/ITI/or equivalent and should have minimum of 3 years experience of operation & maintenance of centrifuge in drilling rigs.

Note:

1. Personnel resume of mud engineer should specifically include but not limited to: Length of experience in drilling wells, Area/ field where and for whom worked, Type of mud systems worked with, experience in solving down hole problems. Personnel resume of Centrifuge Operators should include Length of experience in drilling rigs, for whom worked etc.
2. In case of non-availability of Mud Engineer during operation, penalty will be levied at the rate of 10% of the Operating Day rate of the RSS- whichever is higher of all the four sections (for each non-available person) till suitable replacement duly approved by Oil India Ltd. arrives.
   In case of non-availability of Centrifuge operator during operation, penalty will be levied at the rate of 10% of the Operating Day rate of the Centrifuge (for each non-available person) till suitable replacement duly approved by Oil India Ltd. arrives.
3. Mud Engineer/Centrifuge can be mobilized/demobilized independently.
4. The Contractor should be able to provide 02 nos of Centrifuges in two Drilling wells simultaneously as per the requirement of OIL.

10.4 MUD AND MATERIAL MANAGEMENT SERVICES:

Contractor will provide the following services but not limited to:

i) The Contractor shall supply all special chemicals/additives conforming to relevant API / BIS/ OIL specifications required for drilling of 12 ¼", 8.1/2" and 6" hole section. The contractor shall maintain adequate stock of all chemicals at their Duliajan warehouse as per **Annexure-XV**. Mobilization of Chemicals will be considered to be completed when Chemicals under the contract will be mobilized to their Duliajan warehouse as per **Annexure-XVI**. Contractor to ensure timely supply as per operational requirement of the well. However, the payment will be made on actual consumption basis duly certified by OIL chemist/company representative. OIL will provide temporary storage space at site to store chemicals brought in by the contractor. Housekeeping / maintenance of the storage space at well site is solely contractor's responsibility.

Contractor must feed the requisite chemicals in optimum quantity to Rig site through their own arrangement/expenses by engaging trucks to ensure un-interrupted drilling up to the well completion stage. Considering the limited storage facility at Rig site as stated above, Contractor must select their supply base/main warehouse/bulk storage facility in the vicinity of OIL's operational area and make all necessary arrangements for continuous supply of chemicals, Mud testing equipment, tools and spares etc. so that the materials can be delivered to drilling locations within short notice without fail.

ii) During the preparation / maintenance of the mud system, addition of their chemicals to the mud system is to be done under the supervision of the contractor.

iii) Contractor has to supply statutory safety gears for their employees.

iv) The contractor shall provide product datasheet for each chemical including but not limited to brand name, unit of packing, specification and Material Safety Data Sheet (MSDS).

The certificate of analysis of each chemical should reflect the relevant parameters of that particular additive and indicate its performance.

v) Contractor has to take back the left-over chemicals, if any after completion of the project/expiry of the contract.

vi) Since the mud system will be used in environmentally sensitive areas, the chemicals supplied by the contractor shall be biodegradable, eco-friendly and within tolerable toxicity limit.

vii) During the Mud Engineering service, if any foul smell emancipates in the mud system due to addition of any of the additives, contractors will be solely responsible for immediate replacement of the chemicals / additives and additionally necessary corrective measures should be taken by the Contractor to control the smell as per standard practices. Service provider has to ensure that the replaced chemicals supplied are of equivalent / better make or quality and this should be done without any operational interruption.

viii) Inter location movement of contractor's personnel, accommodation bunk , lab equipment & Chemicals will be Contractor's responsibility. However, OIL will

provide the Crane service for loading/offloading of materials, as per requirement.

ix) **Specification of Some Chemicals**

Contractor has to maintain as per API/BIS/ OIL specification for all chemicals. However, for better understanding of the standard of quality control measures to be followed during the course of operation, technical specification of some important chemicals is given below:

A. BENTONITE:

Specification:

1. Physical Properties: The material as received should be in the form of fine light to greyish yellow buff or cream colored powder, free from dirt and foreign matter.

2. Moisture Content, measured by: 12.00 drying at 105 +/- 2DegC to constant weight, % by mass, maximum.

3. Sand Content, % by mass, max.: 2.00(retention on 200 B.S.S. mesh sieve or equivalent, by wet method).

4. Dry Screen Analysis, % by: 98.00 mass, min. (passing through 100 B.S.S. mesh or equivalent by dry method).

5. Performance Test: Prepare a Bentonite suspension by mixing 7.5 gms of Bentonite per 100 ml distilled water. Stir the suspension in a multimixer for 15 minutes so that no lumps are left in the suspension after the stirring period. Age the suspension for 24hrs at 26 +/- 2 deg C. After lapse of the aging period, stir the suspension for 15 minutes in a multimixer and then determine apparent viscosity, plastic viscosity and API fluid loss of the suspension at 26 +/- 2 deg C which should be as follows.

(i) Apparent viscosity, cp, min.	: 15
(ii) Plastic viscosity, cp, min.	: 6
(iii) API fluid loss, ml, maximum	: 20

6. Packing: The material should be packed in new HDPE bags or moisture proof polythene lined (100 gauge) D.W. jute bags (9 oz) strong enough to withstand rigorous of transit and storage. Capacity 50 Kgs. net per bag.

7. Markings: Each bag should have clear legible markings as given bellow:

i) Name of the product.
ii) Name of the supplier/manufacturer.
iii) Date/Month/Year of manufacture.

B. **BARYTES:**

Specification:

1. Physical Properties:
The material as received shall be white/light greyish white/light pinkish white free flowing powder, free from dirt and foreign matter.

2. Specific Gravity of material: 4.15 as received, at 26 +/- 2 deg C minimum.

3. Fineness:
(a) Wet Screen Analysis - Passing through 75 micron sieve, (ISS 6/BSS 200/ASTM 200), %by mass, minimum: 97.00
(b) Passing through 53 micron sieve, (ISS 5/ BSS 300/ASTM 270, % by mass: 90 +/-5

4. Insoluble Minus Silica % by mass, minimum.: 90.00

5. Water Soluble Content: 0.02% by mass, maximum.

6. Performance Test: Prepare a Bentonite suspension by mixing 7.5 gm of OIL / API approved Bentonite per 100 ml distilled water, Stir the suspension in a multimixer for 15 minutes so that no lumps are left in the suspension after the stirring period. Age the suspension for 24 hrs at 26 +/- 2 deg C. After the lapse of the aging period, adjust the apparent viscosity of the suspension in the range of 15-20 cps with distilled water if necessary. Load the suspension with the Barytes sample as received, to 1.60 sp. gravity weight and stir in multimixer for 10 minutes. Measure apparent viscosity of mud so prepared at 26 +/- 2 deg C.

This should be as follows.
Apparent Viscosity, cp, maximum: 60.
N.B. Apparent viscosity to be measured by a Fann VG meter.

7. Packing: The material should be packed in brand new Double-Walled (DW) jute bags with single polythene lining or brand new HDPE bags strong enough to with stand rigorous of transit and storage. Capacity: 50 Kilogram (new) per bag.

8. Markings: Each bag should have clear legible markings as given below:

i) Name of the product.
ii) Name of the supplier/manufacturer.
iii) Date/Month/Year of manufacture.

C. SODIUM HYDROXIDE (Caustic Soda)

Specification:
1. Physical properties: The material, as received, should be in the form of flakes and should be free from dirt and foreign matter.

2. Purity as NaOH, as received, 95.00 % by mass, minimum.

3. Packing: The material should be packed in moisture proof HDPE bag with an insert of 300 gauge polythene bag and strong enough to with stand rigors of transit and storage.

4. The material should be supplied in the original packing of manufacturer. Capacity 25 kgs / 50 kgs net per bag.

5. Marking: Each bag should have clear legible markings as given below:

i) Name of the product.
ii) Name of the supplier.
iii) Date/month/year of manufacture.
iv) Supply order number against which the supply is made.

D. ENCAPSULATING POLYMER (PHPA - Partially Hydrolysed Polyacryl Amide)

Specification:

1. Physical Properties: The material, as received, should be a free-flowing white powder free from lumps and other impurities.
2. Moisture Content, measured by drying at 105 +/- 2 deg C, % by mass, maximum: 7.00

3. Ionic character: Anionic

4. Relative CST value (capillary suction test)
(i) At 0.1% (w/v) polymer conc., min: 100
(ii) At 0.2% (w/v) polymer conc., min: 200

5. Relative dispersibility at 0.2% (w/v) polymer conc. at 60+/- 5 deg C., max.: 175

6. Degree of hydrolysis: 20-40% (electrometric titration)

7. Apparent viscosity of 0.2% (w/v) polymer solution in distilled water.

(i) At 26 +/- 2 deg C, cp, and minimum: 9
(ii) After aging at 110 deg C for 18 hrs.: Should not decrease more than 20% of (i)

8. Effect on 4 cp bentonite suspension: Prepare a 7.5% (w/v) bentonite suspension in distilled water and stir in a multimixer for 15 minutes so that no lumps are left after the stirring period. Age the suspension at 26 +/- 2 deg C for 24 hrs. Prepare a 4 cp bentonite suspension from it by dilution with distilled water. Add to it 0.2% (w/v) of powdered PHPA sample and stir for 30 minutes in multimixer. Adjust pH of the suspension to 9.0 using caustic soda solution. Measure apparent viscosity at 26 +/- 2 deg C.

(i) Apparent viscosity should be 15 cp minimum Age the suspension at 110 deg C for 24 hrs in rolling condition. After the ageing period cool and stir for 15 minutes in multimixer. Measure apparent viscosity of the suspension at 26 +/- 2 deg C.
(ii) Decrease of apparent viscosity 20% max. of 8(i).

9. Calcium tolerance: Prepare a 0.4% (w/v) suspension of the PHPA sample in distilled water by stirring in a multimixer for 15 min.
(i) Record apparent viscosity of the PHPA solution. Prepare again a 0.4% (w/v) suspension of the PHPA sample in 100 ppm Calcium solution by mixing in a multimixer. Measure apparent viscosity of the solution.
(ii) Apparent viscosity should be 60% minimum of 9(i)

10. Packing:
(i) The material should be packed in multiwall paper bags with at least two innermost layers suitably water proofed, strong enough to with stand rigours of transit and storage. Capacity 25 kgs net per bag.
(ii) PELLETIZATION:-If supply is from foreign source, the supply should be in suitably pelletized forms.

11. Markings - Each bag should have clear legible markings as given below :
(i) Name of the product
(ii) Name of the supplier
(iii) Date/month/year of manufacture
(iv) Supply order number against which the supply is made.

E. "POLYANIONIC CELLULOSE REGULAR GRADE (PAC-R)"

Specification:
1. Physical Properties: The material, as received, should be a free flowing white to creamish / brownish white powder free from foreign matter and visible impurities.

2. Moisture Content at 105 +/- 2 Deg C, % by mass, maximum: 15.00.

3. Apparent viscosity of 1.0 % (w/v) suspension of the material as received in fresh water and 4 % salt water, Prepare a 1 % (w/v) suspension of the sample by stirring in multimixer for 30 minutes in distilled water and 4 % salt water (prepared by dissolving 4 gms of LR grade NaCl in 100 ml distilled water) and measure apparent viscosity at 26 +/- 2 Deg C by Fann VG meter.
(i) Apparent viscosity in fresh water, cp : 75-100
(ii) Apparent viscosity in salt water, cp : 65-85

4. Yield of 15 cp Apparent viscosity suspension: Prepare a 15 cp apparent viscosity suspension of the sample by stirring in a multimixer for 30 minutes in distilled water and 4 % salt water (prepared by dissolving 4 gms of LR grade NaCl in 100ml distilled water) and calculate the yield of the sample which should be as follows:

(i) Yield in distilled water, KL/MT, min.: 250
(ii) Yield in 4 % salt water KL/MT, min.: 200

5. Sodium Carboxy Methyl Cellulose Content, % by mass (dry basis) min: 85.00.

6. Degree of Substitution, minimum: 1.00

7. Performance Test:

A. In Fresh Water mud.

(i) Preparation of base mud:

Prepare a 10 % (w/v) suspension of OIL approved bentonite in distilled water and stir the suspension for 15 minutes in a multimixer so that no lumps are left after the stirring period. Age the bentonite suspension for 72 Hrs. at 90 +/- 2 Deg C. After the lapse of the aging period, cool and adjust apparent viscosity in the range 15-20 cp with distilled water. Also adjust pH in the range 9.0-9.5 with 10 % NaOH solution, if necessary. Stir the suspension for 15 minutes in multimixer and determine apparent viscosity, yield value and API fluid loss of the suspension at 26 +/- 2 Deg C which should be as follows:

(a) Apparent viscosity, cp: 15 - 20 cp.
(b) Yield value, lbs/100 ftsq: To determine
(c) API fluid loss, ml: To determine

(ii) Preparation of treated mud:

Treat the base 7A(i) with 0.5% polyanionic cellulose (R) sample. Stir in a multimixer for 30 minutes and divide the mud into two parts.

Performance at 26 +/- 2 DegC. :

Measure apparent viscosity, yield value and API fluid loss of one part of treated mud 7A (ii) at 26 +/- 2 DegC which should be as follows.

(a) Apparent viscosity, cp minimum: 4 times of 7A (i,a)
(b)Yield value, lb/100 ftsq. minimum: 4 times of 7A (i,b)
(c) API fluid loss, ml maximum: 40 % of 7A (i,c)

Performance at 120 +/- 2 DegC.:

Age second part of treated mud 7A (ii) at 120 +/- 2 DegC in rolling condition for 24 hrs. After aging, cool to 26 +/- 2DegC and stir in a multimixer for 15 minutes and determine apparent viscosity,

Yield value and API fluid loss of the mud at 26 +/- 2 Deg C which should be as follows:

(i) Apparent viscosity, cp minimum. : 3 times of 7A (i,a)
(ii) Yield value, lb/100 sq.ft minimum. : 3 times of 7A (i,b)

(iii) API fluid loss, ml, maximum. : 40 % of 7A (i,c)

B. In Salt Water Mud:

(i) Preparation of base mud:

Prepare 10 % (w/v) bentonite suspension of OIL approved bentonite in distilled water and stir the suspension for 15 minutes in a multimixer so that no lumps are left after the stirring period. Age the suspension for 72 hrs at 90 +/- 2 Deg C After the lapse of aging period, cool and and add 4% (w/v) NaCl (LR grade) and age for 24 hrs. at 26 +/- 2 Deg C. Dilute the suspension with 4 % Nacl solution and adjust apparent viscosity in the range 15-20 cp. Adjust pH in the range 9.0-9.5 with 10 % NaOH solution if necessary. Determine apparent viscosity, yield value and API fluid loss of the suspension at 26 +/- 2 Deg C which should be as follows:

(a) Apparent viscosity, cp: 15 - 20
(b) Yield value, lbs/100 ftsq. : To determine
(c) API fluid loss, ml: To determine

Treat the base mud prepared as per the 7B(i) with 0.5%(w/v) polyanionic cellulose (R) sample and stir in a multi-mixer for 30 minutes.

Performance at 26 +/- 2 Deg C.

Determine apparent viscosity, yield value and API fluid loss of mud 7B (ii) above at 26 +/- 2 Deg C which should be as follows:

(a) Apparent viscosity, cp minimum: 2 times of 7B (i,a)
(b) Yield value, lb/100 ftsq minimum: 1.5 times of 7B(i,b)
(c) API fluid loss, ml maximum: 15 % of 7B(i,c)

8. Packing:

(i) The material should be packed in multi-walled paper bags with at least two innermost layers suitably water-proofed, strong enough to withstand rigours of transit and storage. The material should be supplied in the original packing of the manufacture. Capacity 25 Kg net per bag.

(ii) PELLETIZATION: If supply is from foreign source, the supply should be in suitably pelletized forms.

9. Marking: Each bag should have clearly legible markings as given below:

(i) Name of the product.
(ii) Name of the supplier / manufacturer.
(iii) Date/Month/Year of manufacture.
(iv) Supply order number against the supply made.

N.B: 1) Apparent viscosity and yield point shall be determined in a Fann VG meter and fluid loss by standard API low pressure fluid loss apparatus using compressed air or nitrogen as the pressure source.
2) The Supplied Materials must meet OIL's specifications in all respect.

F. HP EP MUD LUBRICANT (HP EP)

1. Physical State: The material shall be a free-flowing liquid at 24±2 deg C, free from visible impurities.
2. Lubricity coefficient of the treated NDDF: Composition: Distilled water + KCl 5 % (Mixing time 5 min) + Biocide-1000 ppm (Mixing time 5 min) + Xanthan Gum -0.45% w/v (Mixing time 20 min) + Pre-gelatinised Starch -3 % (w/v) (Mixing time 10 min) + Micronised Calcium carbonate – 6% (w/v) (Mixing time 10 min) : pH- 8.5-9.0 + add 2.0% w/v of the material, stir in a Hamilton Beach Mixer for 10 min by using lubricity tester.: 0.10 (Max)
3. Extreme pressure film strength at 300 inch/lb load and 1000 RPM of the treated NDDF, psi 12000 (Minimum)
4. Lubricity coefficient after hot rolled: (100±2 deg C, 16 hrs) treated 2.0% (w/v), NDDF Should not be more than 0.02 unit of the value at SL No. 2
5. Film strength of the hot rolled (100 ± 2 deg C, 16 hrs) treated 2.0% (w/v), NDDF Film strength of the treated NDDF should be not less than 25000 psi
6. Foam test: Specific Gravity of the treated fresh water mud 0.8 (minimum)

G. XC POLYMER- DISPERSIBLE (XCD)

Specification:
1. Physical Properties:
The material, as received, should be a free flowing white to creamish / brownish white powder free from foreign matter and visible impurities.

2. Moisture Content, measured by drying at 105 +/- 2 degC, % by mass, maximum: 15.00.

3. Dispersibility / Solubility Test: The material should be quickly and easily dispersible in water when sprayed in water taken in a breaker and should not remain floating. 1.00% (w/v) solution of the product in distilled water after mixing in multimixer for 30 minutes should give clean solution without turbidity.

4. Rheological properties:
Prepare a 0.5% (w/v) solution of the sample in distilled water containing 1% (w/v) NaCl (LR grade) by stirring in a multimixer for 30 minutes. Adjust pH of the solution in the range 8 - 9 by addition of 1N NaOH solution while stirring. Determine the rheological properties of the suspension at 26 +/- 2 deg C which should be as follows:
(i) Apparent viscosity, cp : 15 - 25
(ii) "0" minute gel, lbs/100 ftsq, minimum: 8

iii)"N" value at 200 & 100 rpm of Fann VG meter or equivalent, maximum.: 0.40

To 500 ml of distilled water, add 5 ml of 3% (w/v) solution of calcium chloride (fused and analar grade) and to this solution, add 0.5% (w/v) of the sample while stirring in a multimixer. Stir the suspension further for 30 minutes in a multimixer. To this add 0.2% (w/v) chrome alum powder (LR grade) and stir for additional 10 min. Adjust the PH in the range 8-9 by 1N NaOH solution while stirring. Determine the rheological properties of the suspension at 26 +/- 2 deg C which should be as under:

(i) Apparent viscosity, cp, minimum: 40
(ii) Yield value, lbs/100 ftsq, minimum: 40
(iii) "0" minute gel, lbs/100ftsq, minimum : 20
(iv) "15" minute gel, lbs/100 ftsq, minimum : 100

5. Performance Test:

Prepare a 0.5% (w/v) solution of the sample in distilled water by stirring in a multimixer for 30 minutes. Adjust the pH to 8 - 9 with 1N NaOH solution. Add to it 3% of the OIL approved bentonite powder and stir for 30 minutes. Determine apparent viscosity; yield value and API fluid loss of the mud at 26 +/- 2 deg C. Age the treated mud at 100 +/- 2 deg C for 18 hrs in rolling condition. Cool and stir for 15 minutes in a multimixer. Determine apparent viscosity, yield value and API fluid loss at 26 +/- 2 deg C which should be as under:

(i) Apparent viscosity, cp : should not decrease
(ii) Yield value, lbs/100 ftsq : should not decrease
(iii) API fluid loss, ml : should not increase

6. Temperature stability:

Prepare 0.5% (w/v) solution of the sample in saturated salt water (prepared by dissolving analar grade NaCl in distilled water) by stirring in a multimixer for 30 minutes. Adjust pH to 8 - 9 by 1N NaOH solution. Record apparent viscosity and yield value of suspension at 26 +/- 2 deg C.

Age the solution in a roller oven in rolling condition at 120 +/- 2 deg C for 18 hrs. Cool and stir for 5 minutes. Measure apparent viscosity and yield value of the solution at 26 +/- 2 deg C which should be as under:

(i) Apparent viscosity, cp : should not decrease
(ii) Yield value, lbs/100 ftsq : should not decrease

7. Borate Sensitivity Test:

Prepare a 0.5% (w/v) solution of the sample in distilled water by stirring in a multimixer for 30 minutes. Add to it 5 ml of 20% (w/v) hot solution of borax and stir for 5 minutes. No stiff gel formation should take place.

8. Packing:

(i) The material should be packed in multiwalled paper bags with at least two innermost layers are suitably water proofed strong enough to withstand rigours of transit and storage. Pack Size: 25KG net per bag.
(ii) PELLETISATION: If supply is from foreign source, the supply should be in suitably pelletized forms.

9. Markings:

Each bag should have clear legible markings as given below:

(i) Name of the product/brand name
(ii) Name of the supplier/manufacturer (Name of manufacturer must be marked on the bags in case the product is not branded).
(iii) Date/month/year of manufacture
(iv) Supply order number against which the supply is made.

N.B. 1) Apparent viscosity and yield value will be measured by a Fann VG meter or equivalent and API fluid loss will be measured in standard API fluid loss apparatus using compressed air or nitrogen as pressure source.
2) The Supplied Materials must meet OIL's specifications in all respect.

H. Non-Invasive Fluid Additives (NIFA):
Specification:

(i) Physical Properties: The material, as received, should be a free flowing creamish / white powder free from foreign matter and visible impurities. The material shall be in the form of powder, free from lumps Should be determined visually.
(ii) Moisture Content, @ 105 ± 2 Deg C % by mass,: 12.0 maximum.
(iii) pH of 5 % solution in distilled water: 10.0 minimum.
(iv) Performance test:

* To be tested in sand bed test cell
* Make a sand bed of 20/40 mesh frac sand of 15 cm height in the test cell.

Fresh Water Mud:

i. Base mud: Freshly prepare a bentonite suspension of 10 to 15 cp and Add 0.4% XCP, 1.2% PAC(L), 0.3% PAC (R) and maintain pH 9.5 to 10.0 by adding KOH. Add 0.2% magnesium oxide. Hot roll at 100 deg C for 24 hrs. Perform invasion test in sand bed test cell at 100 psi and record the invasion.

ii. Treated Mud: In the above base mud (A) add 2% NIF additive. Mix thoroughly. Hot roll at 100 oC for 24 hours. Perform invasion test in sand bed test cell at 100 psi and record the invasion: Should not be more than 8.0 cm.

Salt Water Mud:

A) Base Mud: In fresh water add 5% KCL, 0.45% XCD, 1.2% PAC (SL), 0.3% PAC(R) & 6% OIL approved micronized $CaCO_3$, maintained pH to 9.5 - 10 by

KOH. Add 0.2% MgO. Hot roll at 100 deg C for 24 hrs. Perform invasion test in sand bed test cell at 100 psi and record the invasion.

B) Treated Mud: In the above salt water base mud (A) add 2% NIF additive, hot roll at 100 degC for 24 hours. Perform invasion test in sand bed test cell at 100 psi and record the invasion.: Should not be more than 8.0 cm

I. CALCIUM CARBONATE

Physical properties:

1. Physical State-Fine Powder free from dirt & foreign matter.
2. Water soluble content-0.35 %(by weight) max.
3. Specific gravity at 24+/-2degC -2.69(min).
4. Purity as Calcium Carbonate-96% by weight min.
5. Solubility in 15% wt/wt HCl-96% by weight min.
6. Particle size distribution % by volume as measured by light scattering technology- D10- < 4 micron; D50- 4-15 micron; D90-15-60 micron. Particle retain on 200 meshes ASTM- 2% by weight max.

Packing: Moisture proof HDPE/Jute bag with polythene inner lining (100 gauge) strong enough to withstand rigours of transit and storage, capacity 50 kg net per bag.

Marking: Each bag shall have clearly legible marking as given below:

a) Name of Product
b) Name of Supplier
c) Date/Month/Year of manufacture
d) Supply order number against which supplies are made

J. POLYAMINE

Specification:
1. Physical Properties: The material as received shall be in the form of colourless/pale yellow liquid and shall be free from visible impurities. Should be determined visually.

2. Miscibilty with Water at 24 ± 2 Deg C:
Prepare a 2% (v/v) of the sample solution in distilled water, which gives a clear single phase solution.
Miscibilty with Water at 24 ± 2 Deg C should be completely miscible.

3. Miscibilty with 3% KCL solution at 24 ± 2 Deg C:
Prepare a 2% (v/v) of the sample solution in 3%kcl solution, which gives a clear single phase solution.
Miscibilty with 3% KCL solution at 24 ± 2 Deg C should be completely miscible.

4. Specific Gravity at 24 ± 2 Deg C: It should be between 1.01-1.1.

5. Qualitatively determine Na+, K+ and Ca++ in 2%
CHS/Polyamine in distilled water: All three elements absent.

6. Chemical assay (Reinecke salt gravimetric method): < = 20.0 % By mass.

7. Swelling test: 2% (w/v) solution of the sample by Linear Swell Meter against Bentonite pellets compressed to 10,000 psi in a 2 hrs test: < =24.0 %.

8. Clay Hydration Suppression

a) Base Mud
Take 450ml of distilled water and add 45 g of bentonite powder and stir the mixture in silverson High Shear mixture for 30 minutes at medium speed. Determine apparent viscosity at 24 +/- 2 degC which should be as follows.

Specification: Apparent Viscosity, cp: To determine.

b) Treated Mud:
Take 450ml of distilled water and add 45 g of bentonite powder, and stir the mixture in silverson High Shear mixture, and add 2% (w/v) of the sample and stir for 30 minutes at medium speed. Determine apparent viscosity at 24 +/- 2 degC which should be as follows.

Specification: Apparent Viscosity, cp: Should not be more than 15% of the base mud.

9. Methylene Blue Capacity
a) Base Mud
Hydrate 20g/350ml bentonite in distilled water for 24 hours at room temperature. Take 2 ml of the slurry add 5ml of Distilled water and stir in mixer for 30 min. Record the methylene blue capacity with the help of methylene blue solution.

Specification: Methylene blue Capacity, ml: to determine

b) Treated Mud
Hydrate 20g/350ml bentonite in distilled water for 24 hours at room temperature. Take 2 ml of the slurry add 5ml of Distilled water, add 5ml of 2% amine solution in distilled water and stir in mixer for 30 min. Record the methylene blue capacity with the help of methylene blue solution (as mentioned in sub procedure ChemLab/Mud/sub/MBC/06.

Specification: Methylene blue Capacity, ml: 65% (max) of bentonite slurry.

Packing: The material should be packed in 200 Kg plastic Jar/Drum strong enough to withstand rigors of transportation and storage.

Marking:
Each drum shall have clear legible marking as given below:

a) Name of the product:
b) Name of the supplier:
c) Date/Month/ year of manufacture.
d) Supply order number against which supplies are made:

K **Potassium Sulphate:**

1. Physical Properties: The material shall be in the form of crystalline solid or powder, free from visible impurities.
2. Moisture Content at 105 +/-2 deg C, % by mass: 2.00(Maximum)
3. Matter Insoluble in Water on Dry Basis, percent by mass: 0.5(Maximum)

4. Calcium as Ca++ on Dry Basis, ppm: 2000 (Maximum)
5. Purity as Potassium Sulphate on Dry Basis, percent by mass: 96.0 (Minimum)

6. Packing: The material should be packed in polythene bag (100 gauge) which in turn should be packed in HDPE bag strong enough to withstand rigorous of transit and storage. The material should be supplied in the original packing of the manufacturer Capacity 50 kg net per bag.

7. Marking: Each bag shall have clear legible markings as given below:

(i) Name of the product
(ii) Name of the supplier
(iii) Date/Month/Year of manufacture

x) **Quality Control:**

a. Contractor shall have effective QC procedures to ensure that all chemicals and materials meet the design requirements and also comply with the relevant API/BIS/OIL standards as appropriate, and Company reserves the right to audit Contractor's QC operation. All chemicals should be free of any hazardous components. The supplied chemicals will have to meet the specification as declared at the time of bidding.

b. Service Provider shall also perform the QC tests on mud samples and all mud related products on request.

c. Service Provider shall perform laboratory testing of formulations to ascertain the performance of the fluid. After testing, a report summarizing the test and test results along with formulations must be submitted before commencement of the operation.

d. Service Provider shall submit a toxicity test report from an NABL accredited laboratory of all individual chemicals / composite mud sample prior to commencement of operation.

e. After issuing LOA, the Service Provider shall submit minimum 1kg/1L of each chemical as a Pre-despatch sample for performance evaluation as per API/BIS/OIL specifications at Chemical Laboratory, Duliajan.

Bidder to take a note that only after successful evaluation of the supplied sample, they will be allowed to bring the chemicals for mobilization.
It is to be noted that performance evaluation of the samples will take minimum 30 days, hence bidder's are requested to plan accordingly for on time mobilization.

f. Random joint sampling shall be carried out during the entirety of the contract and whenever felt necessary. Contractor has to send those samples collected at well site to Chemical Department, Duliajan for laboratory testing. In case of non-conformity with respect to specification/performance of the chemical, Contractor has to replace the chemical immediately without any extra cost to OIL.

g. If during the operations, any chemical is found to be substandard, Contractor shall replace the materials immediately without any extra cost to Company. All expenditure including transportation of rejected materials will be borne by the Contractor.

10.5 DESIGNING OF MUD PROGRAM:

Mud parameters at 45° ± 2° C after hot rolling at 120° ± 2° C for 24 hrs:

Properties	12-1/4"	8-1/2"	6"
Density (ppg)	10.5	13.5	13.5
Yield Point (lbs/100 ft^2)	15 – 30	25 – 40	30-40
pH	9.0 – 10	9.0 – 10	9.0-9.5
API Filtrate (cc)	8.0 – 6.0	6.0 – 4.0	5.0-4.0
HTHP Filtrate (cc) at 200°F/500 psi	<20.0	<20.0	<20
Sand % by vol	<0.3	<0.2	<0.2
Lubricity coefficient	0.1 – 0.2	0.1 – 0.15	0.1-0.15
Plastic viscosity (lbs/100 ft^2)	25 (max)	40 (max)	40 (max)
Gel Strengths 0'/10' (lbs/100 ft^2)	6-12 / 10-35	6-12 / 10-35	6-10 /10-25

Based on geological data provided by OIL and well engineering, contractor shall design/formulate suitable mud and hydraulic system for each phase. Contractor will provide the mud engineering services for the mud system approved by OIL.

i) Contractor should submit a detailed mud program for each proposed well in advance. The designed mud/hydraulics program should be supported by software for analysis and to make reports.

ii) Contractor will also plan for contingency treatment for problems like cement contamination, carvings, hole pack off, differential sticking, mud loss, hole erosion and /or any other down hole problems.

iii) Contractor will prepare contingency plan to meet any unexpected problems, anticipated contaminations etc.

iv) Contractor should ensure that entire composite mud system fulfils regulatory requirements of environment/safety etc.

10.6 EXPECTED FORMATION TOPS

FORMATION	AREAS/DEPTH(M) TVD						
	BAREKURI	**BAGHJAN**	**NADUA/CHABUA**	**MORAN**	**BALIMARA**	**MECHAKI**	**SHALMARI**
NAMSANG (sand/Clay)	**-**	**-**	**-**	**-**	**-**	**3280**	
GIRUJAN (Clay/Subordin Sandstone)	Absent	Absent	2030	1985	1700	3955	1703
TIPAM (Sandstone/Shale)	2003	2144	2170	2320	2840	4010	2326
BARAIL (Mud stone/Shale)	2664	2401	2720	3105	3670	4230	3096
BARAIL 4th(Clay/Sand)	-	-	-	-	4000	-	
KIPILI (Splintery Shale/Sand	3293	3178	3115	3710		4790	3668
PRANG (Lime Stone/Shale	3530	3541	3500	4260		5210	4244
NARPUH (Sand stone/Shale Silt stone	3587	3632	3550	4340		5280	4316
LK+Th (Shale/Sand stone/Whitish Clay)	3720	3720	3590	4395		5395	4386
LANGPAR (Shale/Coal/ Sand stone	3878	3847	3700	4502		5535	4526
BASEMENT	3943	3898				5585	4594

NOTE: Formation depths are tentative and may have difference of about +/-100 m in actual and very well to well.

10.7 MUD PARAMETES FOR OFFSET WELL

TYPE-I: Mud parameters of 12.¼" sections of S-bend/J-bend/Vertical Wells of Barekuri, Baghjan, Chabua, Nadua, Makum, Moran, Shalmari, Balimara

DEPTH RANGE (M) TVD	HOLE SIZE	MUD WEIGHT & TYPE	MUD PARAMETERS
For 03 Stage Casing well			
200-2000	12 ¼"	67-68 lbs/cft Bentonite mud treated with CMC, PAC, Linseed Oil, Drilling detergent & Lubricants etc.	M.F. viscosity : 55-50 sec, App. Viscosity : 15-20cp, Plastic Viscosity : 9-12 lbs/100 sq.ft, YP : 13-19 lbs/100 sq.ft, Gel (O Min): 10-5 lbs/100 sq.ft, Gel (15 Min): 35-25 lbs/100 sq.ft, API sand (%): 0.1, Solid (%) : 4-8 %, API Fluid Loss : 12 – 8 cc, Mud cake : 1 mm, pH : 8.5-9.5, Lubricity co-efficient: 0.15 – 0.2
For 04 Stage Casing well			
2200-3200	12 ¼"	70-74 lbs/cft dispersed water based bentonite mud treated with XC-Polymer, PHPA, PAC, Polyol& Lubricants etc.	M.F. viscosity : 55-50 sec, App. Viscosity : 16-24 cp, Plastic Viscosity : 10-16 lbs/100 sq.ft, YP : 15-25 lbs/100 sq.ft, Gel (O Min): 6-11 lbs/100 sq.ft, Gel (15 Min): 16-30 lbs/100 sq.ft, API sand (%): 0.1, Solid (%) : 8-10 %, API Fluid Loss : 7.0-5.0 cc, Mud cake : 1-0.5 mm, pH : 9.0-9.5 Lubricity co-efficient : 0.15- 0.18

TYPE-II: Mud Parameters of 8.5" stage for different mud systems used for drilling of S-bend/J-bend/Vertical Wells of Barekuri, Baghjan, Chabua, Nadua, Makum, Moran, Shalmari, Balimara areas

DEPTH RANGE (M) TVD	Mud System	MUD WEIGHT	MUD PARAMETERS
2000-3200	NDDF Mud System	66-70 lbs/cft	M.F. viscosity : 50-45 sec, App. Viscosity : 25-35cp, Plastic Viscosity : 12-18 lbs/100 sq.ft, YP : 28-35 lbs/100 sq.ft, Gel (O Min): 5-8 lbs/100 sq.ft, Gel (15 Min): 12-20 lbs/100 sq.ft, API sand (%): 0.1,

			Solid (%) : 8-10 %, API Fluid Los : 6.0-4.0 cc, Mud cake : 1.0-0.5 mm, pH : 9.0-9.5 Lubricity co-efficient <0.15
3500-4700	XC-PAC-PHPA-Polyol Mud System	74-80 lbs/cft	M.F. viscosity : 50-45 sec, App. Viscosity : 20-30cp, Plastic Viscosity : 10-15 lbs/100 sq.ft, YP : 25-30 lbs/100 sq.ft, Gel (O Min): 6-8 lbs/100 sq.ft, Gel (15 Min): 15-25 lbs/100 sq.ft, API sand (%): 0.1, Solid (%) : 8-14 %, API Fluid Los : 6.0-4.0 cc, Mud cake : 1.0-0.5 mm, pH : 9.0-9.5 Lubricity co-efficient <0.15
3500-5000	Kcl-PHPA-Polyol Mud System	74-90 lbs/cft	M.F. viscosity : 50-45 sec, App. Viscosity : 20-35cp, Plastic Viscosity : 10-20 lbs/100 sq.ft, YP : 20-35 lbs/100 sq.ft, Gel (O Min): 4-6 lbs/100 sq.ft, Gel (15 Min): 9-15 lbs/100 sq.ft, API sand (%): 0.1, Solid (%) : 8-10 %, API Fluid Los : 6.0-4.0 cc, Mud cake : 1.0-0.5 mm, pH : 9.0-9.5 Lubricity co-efficient <0.15, Salinity: 20000-40000
3500-5000	Sodium Formate Mud System	74-80 lbs/cft	M.F. viscosity : 50-45 sec, App. Viscosity : 25-35cp, Plastic Viscosity : 10-20 lbs/100 sq.ft, YP : 25-35 lbs/100 sq.ft, Gel (O Min): 4-7 lbs/100 sq.ft, Gel (15 Min): 9-15 lbs/100 sq.ft, API sand (%): 0.1, Solid (%) : 8-12 %, API Fluid Los : 6.0-4.0 cc, Mud cake : 1.0-0.5 mm, pH : 9.0-9.5 Lubricity co-efficient <0.15

10.8 MUD HYDRAULICS FOR 6", 8½", 12¼" & 17½" HOLE

Type of bit	Size of hole	GPM (US)	Jet Velocity (ft/sec)	Annular Velocity (ft/min) OH vs DC	Annular Velocity (ft/min) OH vs DP
TCR	6"	250-280	100-130	110-120	100-110
PDC	8 ½"	430-480	200-350	300-400	200-250
TCR	8 ½"	350-450	150-250	400-500	180-300
PDC	12 ¼"	550-700	320-400	190-240	130-160
TCR	12 ¼"	500-600	180-280	170-205	120-140
TCR	17 ½"	550-620	200-300	70-80	50-60

10.9 Chemicals to be supplied by OIL

TABLE – I

	Chemicals to be supplied by OIL	
1	Barite	
2	Bentonite	
3	Spotting Fluid	
4	Loss Circulating Materials (Mica, Saw dust, Gel flakes, Walnut shell)	
5	H2S scavenger	
6	Sodium Bicarbonate	
7	Soda Ash	

10.10 MUD TESTING EQUIPMENT/ LABORATORY:

All the necessary drilling fluid testing equipment/ glass wares, chemicals/ reagents and consumables for testing of mud as per API / AIDC standards including any special tests

for estimation of glycol, amine, PHPA, HPHT fluid loss, lubricity coefficient, shall be provided by the contractor as per **Table-II**. OIL will provide a skid mounted laboratory bunk house at rig site with the facilities like water connection and electrical power supply for setting up the same.

TABLE – II

LIST OF LABORATORY EQUIPMENTS PER SERVICE

Sl. No.	Items	Quantity
1	Fann VG Meter 6 speed	1
2	API Filter Press	1
3	Marsh Funnel with cup	1
4	API Mud Balance	1
5	API Sand Content Apparatus	1
6	Hamilton Beach Mixer	1
7	Oil Water Retort Kit	1
8	pH Meter	1
9	Methylene blue Test Kit	1
10	Thermometer	1
11	Lubricity Tester	1
12	Hot Plate	1
13	Magnetic Stirrer	1
14	HPHT Filter press	1
15	Any Other necessary equipment for testing of mud.	

Note: The contractor to provide valid Calibration certificate of all the laboratory equipment (for each set separately) failing which mobilization will not be considered complete. During the contract if any instrument is found to be defective or substandard, the item is to be replaced immediately without any extra cost to OIL.

10.11 Healthy Stock to be maintained at warehouse in Duliajan :

Table III:

SL No	Name of Chemical	Unit	Quantity
1.	Caustic Soda	KG	15,000
2.	CP Glycol	L	30,000
3.	ROP enhancer	L	60,000
4.	Encapsulating polymer	KG	9,000
5.	PAC-R	KG	18,000
6.	HP Fluid loss reducer	KG	35,000
7.	XCD	KG	15,000

8.	Biocide	L	6,000
9.	CaCO3 (M)	KG	40,000
10.	CaCO3 (F)	KG	40,000
11.	Defoamer	L	15,000
12.	Polyamine-Chloride free	L	60,000
13.	Polymeric Sealing agent	L	45,000
14.	HP Lubricant	KG	45,000
15.	Oxygen Scavenger	L	6,000
16.	NIF (500 psi)	KG	30,000
17.	Potassium Sulphate	KG	70,000

10.12 Stock required for Completion of Mobilization :

Table IV

SL No	Name of Chemical	Unit	Quantity
1.	Caustic Soda	KG	20000
2.	CP Glycol	L	50000
3.	ROP enhancer	L	75000
4.	Encapsulating polymer	KG	15000
5.	PAC-R	KG	25000
6.	HP Fluid loss reducer	KG	50000
7.	XCD	KG	20000
8.	Biocide	L	8000
9.	CaCO3 (M)	KG	50000
10.	CaCO3 (F)	KG	50000
11.	Defoamer	L	20000
12.	Polyamine-Chloride free	L	70000
13.	Polymeric Sealing agent	L	60000
14.	HP Lubricant	KG	50000
15.	Oxygen Scavenger	L	5000
16.	NIF (500 psi)	KG	40000
17.	Potassium Sulphate	KG	90000

10.13 PENALTY CLAUSE:

Materials required under this contract have to be mobilized initially as indicated in the above list (**Table-IV**) to avoid any shortage while execution of contract. OIL will not issue separate notice for mobilization of remaining materials to continue the operation and its transportation to next location. Successful bidder has to ensure availability of materials throughout the contract period so that work does

not suffer. In case of short supply of mud chemicals, one or many, following clauses shall be applicable.

a) In case of non-availability of the chemicals (One or many) as indicated in (**Table-III**) which amounts to suspension of operation, ZERO rate and applicable penalty will be levied on directional services and mud services till the stock is replenished.

b) If during the operations, any chemical as indicated in (**Table-III**) is found to be substandard after testing or stock out situation of any chemical, contractor shall replace / replenish the materials within 15 days without any extra cost to OIL. All expenditure including transportation of rejected materials will be borne by the Contractor. It is to be noted that due to rejection of chemicals after nonconformity of laboratory testing or arising out of any stock out situation due to unplanned supply chain, ZERO rate to mud engineering services will be applicable with immediate effect till the replenishment of stock. Contractor should take enough measures for maintaining quality/quantity of chemicals to avoid such type of situations.

c) In case of non-availability of the chemicals as indicated in (**Table-III**) (One or many), and for continuity of operation, OIL is required to provide the support subject to availability, then 1.5 times of OIL's latest PO rate or quoted rate of the contractor whichever is higher will be recovered from the contractor on actual consumption under those circumstances.

d) Zero Rate for Centrifuge shall be applicable during operational time against non-functional Centrifuge beyond 24 hours.

10.14 <u>SAFETY, HEALTH AND ENVIRONMENT</u>:

i) Contractor shall comply with applicable environmental laws, statutory regulations mines act applicable to oil mines etc.

ii) The mud engineer should have approved PPE as per international practice and perform duty in accordance with Contractor's own SHE policy. In addition to above the mud engineer and other contractor personnel at well site must comply with OIL's internal SHE policy if needed.

10.15 <u>POLLUTION AND CONTAMINATION:</u>

The Contractor shall be liable for all the surface pollution to the extent caused by Contractor and resulting from spillage of additives / substances which the Contractor brings to the site for use in connection with work to be performed under this Contract. However, in the event of such spillage by the Contractor, Contractor shall immediately assume all responsibility at their cost for the removal of items, substances. OIL will dispose Contractor's empty sacks & drums from well site.

<u>END OF SECTION-II</u>
<u>&&&&&</u>

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. "Services" means the services to be provided by the Contractor for carrying out directional drilling operations in accordance with the approved well plan including but not limited to (i) all tools, equipment, consumables from Contractor required for OIL's operation and (ii) all tools, equipment, spares required for servicing / maintenance of Contractor's Tool & Equipment, as stipulated in the Scope of Work/Terms of Reference/Technical Specification at Section-II in this document.

b. "Operating Area" means those areas in onshore India in which company or its affiliated company may from time to time be entitled to conduct drilling operations.

c. "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.

d. "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.

e. "Contractor's items" means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.

f. "Contractor's personnel" means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.

g. “Contractor’s representatives” means such persons duly appointed by the Contractor to act on Contractor’s behalf and notified in writing to the Company.

h. “Effective Date” : The contract shall become effective as of the date, Company notifies Contractor in writing that it has been awarded the contract. The date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

i. "Commencement Date" means the date on which the Contractor completes initial mobilization of his crew and equipment for the first set along with consumables in all respects.

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

k. “Approval” as it relates to Company, means written approval.

l. "Facility" means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.

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

n. “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.

o. "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the contract with knowledge that it is likely to result in any injury to any persons or loss or damage of properties.

p. "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.

q. Contractor’s Operational base camp: It will be contractor’s responsibility to maintain adequate space and utilities at their designated base in and around Duliajan for storage of their Equipment, Tools etc. and workshop needs. All costs associated with establishing and running such facility will be to the Contractor’s account.

r. "Operation Base" means "Duliajan"

2.0 MOBILIZATION:

2.1 The mobilization of the individual set(s) and associated services shall commence on the date of receipt of the mobilization notice from Drilling department against the Contract for each set individually and continue till the completion of mobilisation of the respective sets.

2.2 The mobilization of equipment, personnel etc. of each individual set(s) and Mud Engineering chemicals should be completed by Contractor within **120 days** from the date of individual Mobilization notice for each individual set(s) issued by Drilling department. This notice will be issued depending on the availability and readiness of drilling location. Mobilization of each individual set(s) and mud engineering chemicals shall be deemed to be completed when Contractor’s particular set(s) and mud chemicals is complete with all equipment/consumables and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract, duly certified by the Company’s authorized representative.

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

2.4 **Interim de-mobilization**: Individual set(s) and Personnel as per the scope of work as indicated by OIL shall have to be de-mobilized on interim basis by the

Contractor within 03 (three) days' notice period from the date of issuance of interim de-mobilization notice.

2.5 **Interim re-mobilization**: Individual set(s) and Personnel as per the scope of work as indicated by OIL shall have to be re-mobilized on interim basis by the Contractor within **60 (Sixty)** days from the date of issuance of interim re-mobilization notice.

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

Note:

- For mobilization, OIL will issue mobilization notice after issuance of LOA.
- The succeeding day of issue of mobilization/demobilization notice shall be counted as day 1 for the purpose of Mobilization/Demobilization period.
- Once the Contractor's equipment are ready to commence services and have reached the Company's base or Company designated location or the Contractor's base nearest to the Site, Contractor shall issue a Notice of Readiness for Inspection to the Company against each individual set.
- Company shall inspect the Contractor's equipment within 3(three) working days from receipt of the Contractor's Notice regarding Readiness for Inspection, and confirm completion of mobilization against each individual set. Company Representatives inspecting the Contractor's Equipment shall notify the Contractor of any deficiency in the set(s) of equipment, and only on removal of such deficiency, mobilization shall be deemed complete.
- The succeeding day of receipt of notice from the Contractor regarding Readiness for Inspection shall be counted as day 1(one) for the purpose of calculation of the inspection period for mobilization.
- OIL will certify within 03 working days for the initial mobilization. However, for successive re-mobilization, certification will not be necessary, but OIL may inspect the tools/equipment for each re-mobilization.

3.0 DURATION OF CONTRACT: The contract shall be valid for a period of 4(four) years from the Date of Commencement. In case of mobilization of the 4(four) sets individually in a phased manner, the contract shall be valid for a period of 4(four) years from the Date of Commencement of the first individual set belonging to any hole section. However, the duration of the contract will get automatically extended for the time required for completion of the well(s) which are in progress on the date of expiry of the Contract for the particular set(s) of tools and equipment including personnel belonging to any hole section on the same rates, terms and conditions.

4.0 PLACE OF ARBITRATION: As per GCC

5.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

5.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract value for the particular set/ contract value of Mud engineering chemicals including mobilization & demobilization cost, per week or part thereof of delay subject to maximum of 7.5% of total contract value for the particular set/total contract value of Mud engineering chemicals including mobilization & demobilization cost. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined under Clause No. 2.0 above. The above LD will be calculated for each set / Mud engineering chemicals separately.

Note: For interim mobilization, LD will be applicable @ 0.5% of the one year Contract value for the particular set including mobilization & demobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the one year Contract value for the particular set including mobilization & demobilization cost.

5.2 If the Contractor fails to mobilize within 15 (fifteen) weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

5.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

5.4 GST shall not be applicable on Liquidated Damages.

6.0 WARRANTY AND REMEDY OF DEFECTS:

Contractor has to perform all its services under this Agreement with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Company and accept full responsibility for the satisfactory delivery of quality of such services performed by it. Any defect/deficiencies noticed, Contractor within 15 (fifteen) days upon the receipt of written notice from the Company (OIL), shall improve their performance/correct such deficiencies failing which the Company (OIL) will have right to terminate the Contract by giving the Contractor written notice with immediate effect.

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

7.0 SUB-CONTRACTING: Sub-contracting shall not be allowed under this contract.

8.0 CONTRACTOR'S PERSONNEL:

8.1 Contractor shall be responsible for the selection, replacement, remuneration of contractor's personnel who will be employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.

8.2 The Contractor shall appoint a Base Coordinator/Project Manager as the Contractor's representative who will be in charge of Contractor's personnel /equipment and who will have full authority to resolve all day to day matters including issues of site, if any arises at the site.

8.3 The Contractor will provide all category of their employees competent, suitably qualified and adequately experienced for necessary supervision and execution in carrying out the requisite operations correctly and efficiently throughout the Contract period in a professional manner. 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.

8.4 The detailed bio-data of the engineers/specialists and other operators and the number of additional personnel planned to be deployed must be submitted to Company with necessary documents before engaging them for Company's approval.

Note: Any replacement with equivalent qualification/experience needs OIL's prior written approval.

8.5 All the personnel deployed should be fluent either in English or Hindi or Assamese language.

8.6 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.

8.7 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.

8.8 Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by company to be undesirable.

8.9 In case Contractor deploys foreign nationals for execution of work under the Service, must have all necessary clearances as per the Govt. of India regulations.

8.10 Foreign Nationals in case deployed under the service should have proper work Visa as per the Govt. of India regulations.

8.11 Transportation of Contractor's personnel shall be the responsibility of Contractor.

8.12 Medical Facilities: OIL may provide services of OIL Hospital to Contractor’s personnel on payment basis subject to availability.

9.0 ASSOCIATION OF COMPANY'S PERSONNEL:

9.1 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.

9.2 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.

9.3 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.

10.0 CONTRACTOR'S OBLIGATIONS:

10.1 Reporting: Contractor shall perform the work described under scope of work and prepare the 24 hour comprehensive report on Directional Survey and log (where ever applicable) data + Drilling Operation summary + BHA and their Dimensional Data covering BHA behaviour, analysis of NPT, comparative parameters like Plan depth vs days-Actual depth vs days. Contractor is required to submit this daily report to Company Representative based at Duliajan in the form of soft copy and hard format.

10.2 Well-site Accommodation: Contractor has to provide accommodation bunk house(s) at well site(s) for their personnel. All electrical apparatus and accessories including Air Conditioner of all bunk houses to be deployed in the well site/location, must be of FLP type. The electrical apparatus and accessories need to be DGMS approved for placement of the same in DGMS classified hazardous area. Should be suitable for use in hazardous area of zone-I and gas group IIA & IIB in oil mine and shall conform to IS/IEC/EN: 60079-0:2011 & IS/IEC/EN: 60079-1:2007 as per clause No.: 107 of OMR-2017. The bunk houses should come with 150 m of 3 Phase Power cable each. Dimensions of Bunk houses to be used should be of LxBxH (8.5m x 2.5m x 2.5m) or less as per road transportation norms. Bunk house with larger dimensions than specified is not acceptable.

10.3 Well Site Communication facility: Contractor should arrange on their own necessary communication system (Internet facility & telephone) at site for reporting purposes to OIL.

11.0 COMPANY'S OBLIGATIONS:

11.1 **Entry Permits:** Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their sub-contractors 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.

11.2 **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. The security of the Camp including Contractor's equipment and personnel and deployment of security personnel etc. at the Camp, shall however, be the responsibility of the Contractor.

11.3 **Crane service/Transport vehicles**: OIL will provide crane and transportation (for Inter-location movement) of the Contractor's tools/equipment and also for

transfer/handling of Contractor's tools/equipment at well site "free of charge". The loading, unloading and transportation shall be done at Contractor's supervision and risk. OIL shall not be responsible for any damage during handling & transit.

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

11.5 Well-site Accommodation: Company shall not provide bunk house for accommodation of Contractor's personnel at wellsite under normal circumstances. However, OIL may provide 01(one) number of 4(four) bedded accommodation bunk house for Contractor's personnel at well site in case of urgency/emergency, but subjected to availability.

11.6 **Well Site Communication facility**: Company shall not provide communication system at well site to the Contractor under normal circumstances. However, OIL may provide communication system (Internet facility & telephone) at well site to the Contractor for reporting purposes to OIL only in case of urgency/emergency, but subjected to availability.

12.0 WORKSHOP FACILITY: Company will extend the in-house workshop facility for Contractor's Tools & Equipment without hampering Company's own work schedule. The workshop facility will be chargeable depending on quantum of job involving man/material/time. The workshop facility may not be charged to Contractor in case of minor nature of repairing job requiring very nominal time. The decision of Company's representative in this regard shall be final and binding.

13.0 PERFORMANCE OF WORK: The Contractor shall submit daily reports to Company detailing progress of different operations as per the scope of the work at 7:00 AM on every day. The Company, at its option may change the periodicity of such reports. In addition, Contractor shall submit the complete job report (covering analysis of NPT, all the events and BHA behaviour along with comparative parameters like Plan depth vs days-Actual depth vs days.) within 15 (fifteen) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the Company's representative. Should the rate of progress of the operations or any part of them be at any time too slow in the opinion of the Company's representative, (to ensure completion of the operations within schedule) Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to Company's notice is received in seven days, Company shall be free to take necessary actions as deemed fit.

14.0 LABOUR:

The recruitment of the labour, if required, shall be met from the areas of operation and wages to be paid according to the rates prevalent at the time, which can be obtained from the District Authorities of the area. The engagement of the labours

shall be governed by the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

15.0 SAFETY:

15.1 The Contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules and regulations as per the Mines Act, 1952 and Oil Mines Regulation, 2017. No smoking or open flame shall be permitted on the operation site and nearby, except in areas marked by and approved in writing by the Company.

15.2 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.

15.3 The Contractor shall have a complete Safety Manual that will be available in the work site at all points of time and readily accessible.

16.0 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.

17.0 LOSS OF SUB-SURFACE EQUIPMENT:

i) Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Wilful Misconduct or Gross Negligence on the part of the contractor for loss to the contractor's equipment/ tool in hole below rotary table, subject to conditions prescribed herein below. Company shall reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of import (for foreign items)/ purchase invoice *(for indigenous items)* or CIF value declared in the contract in the list of imported items (for foreign items) whichever is lower for any such loss, less depreciation @ 3% per month or part thereof from the date of import invoice/indigenous invoice up to a maximum depreciation equivalent to 50% of CIF value as per import invoice or as indicated in the contract, whichever is lower, (for imported items)/Ex-works value (for indigenous item) as per purchase invoice.

ii) All such cost shall be payable by Company, provided the equipment/tool is not covered under Insurance and provided such equipment/tool are either included in the exclusion list of the Insurance Policies submitted by the Contractor in terms of Clause 14.12 under “General Conditions of Contract” or contractor furnishes notarized undertaking in the prescribed format **(Annexure-XIV)** to the extent that the particular equipment/tool in question is not covered by contractor's insurance.

iii) For claims of lost equipment/tools, contractor must intimate the Company of his intention to lodge claim in writing within one month of the declaration of lost tool by company and final claim thereof must be made within six months of the date of the lost tool or before expiry of the Contract, whichever is earlier.

iv) Company shall declare the Loss in Hole immediately after the fishing operation is called off upon non-retrieval of the downhole items and intimate the Contractor, so that replacement and claim for the loss of downhole items can be done within the stipulated time. The Contractor should replace the lost tool(s)/equipment within a stipulated time of 60 Days from the date of declaration of Lost in Hole by the Company. During initial 30 days from the date of declaration of Lost in Hole by the Company, payment at the rate of 50% of the Standby Charges will be payable for the set(s) from the time of declaration of the LIH only if the backup tool(s)/equipment are in operational conditions. Beyond these 30 days period, Zero Standby Charges will be applicable till the replenishment of tool(s)/equipment by the contractor is done after due inspection and certification by the Company's representative. The Company at its discretion may decide on utilization of the set(s) without the back-up tool(s)/equipment considering the operational urgency and in such case Operating Charges will be paid till stipulated time of 60 days. However, if the set(s) are utilized without the back-up tool(s)/equipment considering the operational urgency beyond stipulated 60 days, in such case only 70% of Operating Charges will be paid till the replenishment of tool(s)/equipment by the Contractor is done after due inspection and certification by the Company's representative. During the course of utilization of the back-up tool(s)/equipment, if the same fails to operate, zero rate will be imposed immediately until replacement is provided and operation resumes.

v) In case of loss of indigenous items used in the downhole assembly which were declared and inspected as part of mobilization, will also be covered for LIH reimbursement on the basis of purchase invoice submitted during the time of mobilization.

Note:

1. No Mobilization cost would be payable towards replacement of LIH tools.

2. GST, if applicable on LIH tools, will be reimbursed by OIL.

18.0 DOCUMENTATION OF LOSS: Whenever any loss to any of the Contractor's tools(s)/equipment occurs, as stated in Clause - 17.0 above, the Contractor shall immediately notify the same to OIL describing the loss. Whenever the Contractor makes any claim pursuant to the provisions under the above Clause, the Contractor shall furnish in support thereof as noted below:

a) List of the Equipment lost,
b) Particulars of import, Customs assessed Bill of entry & invoices,
c) Vouchers, invoices or any other documents indicating the date of first use of the Equipment in India,
d) Documentary evidence/self-declaration/undertaking as per Format stating that the particular tool(s)/equipment in question is/are not covered by Contractor's insurance.

19.0 DATA INTERPRETATION: Since all data interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of Gross Negligence and Wilful Misconduct on Contractor's or his Sub-Contractor(s)'s part, for any loss, cost, damage

or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of Gross Negligence and Wilful Misconduct.

20.0 DATA HANDLING AND LIABILITY

Company warrants and represents that it is the owner or licensee of any data that will be provided to Contractor and that it has the right to disclose data to Contractor. Company expressly agrees that Contractor shall only be provided with copies of data and agrees that Company shall retain all originals and/or backup copies of any data provided to Contractor. Contractor shall have no liability whatsoever for any loss or damage to the data.

21.0 CONFIDENTIALITY:

a) During this Contract, Contractor 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 Company. Such information and data shall be held by the Contractor, 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.

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

i) Is, at the time of disclosure, known to the public;
ii) Lawfully becomes at a later date known to the public through no fault of Contractor;
iii) Is lawfully possessed by Contractor before receipt thereof from Company;
iv) Is disclosed to Contractor in good faith by a third party who has an independent right to such information;
v) Is required to be produced by the Contractor before competent authorities or by court order.

Note: This clause shall survive beyond 5(five) years after expiry/termination of the contract.

22.0 A. FISHING:

In the event of any of the Contractor's Tool(s)/Equipment is/are lost/stuck in the well or at Site, then the Company shall, at its expenses, attempt to recover or retrieve the same, irrespective of cause.

As and when the Company decides to fish for any of the Contractor's Tool(s)/Equipment, then the Company shall have full responsibility and liability for such Operations, but the Contractor shall render assistance in an advisory capacity at all times in connection with such fishing operations. It is expressly understood between the Parties that the

Contractor's personnel are not authorized or entitled to do anything other than to advise the Company in connection with such fishing operations and about any fishing tools which may be furnished by the Contractor at the Company's request. Furnishing of such fishing tools is solely as accommodation to the Company and the Contractor shall not be responsible or liable for any loss or damage which may result with the use of such tools or by reason of any advice or assistance provided to the Company by the Contractor or its personnel regardless of the cause of such loss.

The Contractor would be required to provide retrieving fishing tools for their nonstandard size tubulars/tool(s)/equipment, if any, apart from the list of tubulars available with OIL as furnished in ***Annexure-I.***

B. RADIOACTIVE MATERIAL:

In accepting any order to perform or attempt to perform any service involving the use of radioactive material, Company agrees that Contractor shall not be liable or responsible for injury to or death of persons or damage to property (including, but not limited to, injury to the well), or any damages whatsoever irrespective of the cause, growing out of or in any way connected with Contractor's use of radioactive materials. Company shall absolve and hold Contractor harmless against all losses, cost, damages and expenses incurred or sustained by Company or any third party irrespective of the cause excluding wilful misconduct and gross negligence by Contractor or its agents, servants, officers or employees, resulting from any such use of radioactive material.

In case of radio-active source lost in hole during operation, action will be initiated as per AERB guidelines.

23.0 POLLUTION & CONTAMINATION:

Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:

i) The Contractor shall assume all responsibility and liability for cleaning, removal and controlling pollution or contamination which originates from Contractor's equipment and facilities above the surface. Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.

ii) The Company shall assume all responsibility for all other pollution and contamination (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.

iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable , the responsibility therefore shall be

considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

24.0 LIABILITY FOR THE WELL OR RESERVOIR:

Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of

i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or

ii) Blowout, fire, explosion or any other uncontrolled well condition; and/or

iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or

iv) Any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;

v) Third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its sub- contractors, its agents and its parents, subsidiaries and affiliates, its other contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.
-Provided that such loss, damage etc. as stated in (i) to (iv) above is not caused on account of wilful misconduct or gross negligence of the Contractor or its personnel/sub-contractors of any tier/agents/invitees/consultants or parties associated with the contractor.

25.0 INTELLECTUAL PROPERTY:

While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.

26.0 IP INFRINGEMENT:

Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to:

(a) Specific modification or design of Contractor equipment or Services to meet Company's specifications,

(b) Combination of Contractor's equipment or Services in combination of other equipment and/ or services not recommended by Contractor,

(c) Out of unauthorized additions or modifications of Contractor's equipment or services by Company, or

(d) Company's use of Contractor's equipment or Services that does not correspond to Contractor's published standards or specifications; in which case, the Company shall indemnify and hold the Contractor harmless.

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

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

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

28.0 <u>HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:</u>

The Contractor shall adhere to following points while performing the works under this contract.:

28.1 The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

28.2 The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.

28.3 Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

28.4 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.

28.5 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

28.6 Statutory forms to be maintained, as applicable, in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.

28.7 As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A and D have been updated and modified. The above-mentioned forms need to be maintained as per the new format.

28.8 The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work persons undergone IME and type of medical coverage given to the work persons.

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

28.10 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.

28.11 The health check-up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital or CGHS panel Hospital or AMAS authorized Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer or CHGS authorized Medical Officer or AMAS Hospital officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.

28.12 All persons deployed by the Contractor for working in a mine must undergo initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of IME & PME.

28.13 Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear and Safety Helmet has to be DGMS approved. Necessary supportive document shall have to be available at site as proof. If the

Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. It will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

28.14 Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

28.15 Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

28.16 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

28.17 Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

28.18 The Contractor’s personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

28.19 The Contactor personnel shall attend daily meeting and monthly pit level meeting headed by the OIL Engineer. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

28.20 After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

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

28.22 OIL will communicate all information to the Contractor or his authorized representative only.

28.23 The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

28.24 Any compensation arising out of the job carried out by the Contractor whether related to pollution (attributable to the Contractor), Safety or Health will be paid by the Contractor only.

28.25 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.

28.26 Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

28.27 The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

28.28 The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

28.29 Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

28.30 All Lifting equipment of the Contractor shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.

28.31 Barricading of area to be done with reflecting tapes as applicable during work.

28.32 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

28.33 The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

28.34 Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.

28.35 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.

28.36 The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

28.37 In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the contract.

28.38 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.

28.39 Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

29.0 HSE POLICY: On award of contract, The contractor shall submit comprehensive HSE manual & procedure and HSE plan for approval of OIL.

30.0 GOODS AND SERVICES TAX

30.1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

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

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

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

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

30.6 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.

30.7 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 Service Provider. 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.

30.8 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

30.9 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.

30.10 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.

30.11 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.

30.12 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is/liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to

deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

30.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/ Contractor, OIL shall be entitled to recover such amount from the Contractor /Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

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

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

30.16 It is the responsibility of the service provider to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

30.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

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

30.19 Further, it is the responsibility of the Service Provider to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

30.20 GST liability, if any on account of supply of free samples against any tender shall be to Service Provider account.

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

30.22 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.

30.23 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.

30.24 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.

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

30.26 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.

30.27 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, Service Provider are requested to get themselves registered under GST, if not registered yet.

30.28 Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit. Any Invoice issued shall contain the following particulars:

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

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

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

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

30.29 Anti-profiteering clause:

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

30.30 In case the GST rating of Contractor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of 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 Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

31.0 CUSTOMS DUTY

31.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to

conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

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

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

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

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

31.5 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

31.6 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish

an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

31.7 In the event of denial of benefit to the contractor provided under notification no.3/2017-Central Tax and similar notification under state and integrated tax or notification no. 50/2017-Customs or no issuance of Essentiality certificate by DGH for reason not attributable to the contractor, contractor shall charge applicable customs duty on import or goods and service tax on supply as per the HSN code of the product.

32.0 DEMOBILISATION & RE-EXPORT:

32.1 The Contractor shall arrange for and execute demobilization of their set(s) of Tools/Equipment/Spare/ Accessories/Personnel etc. upon receipt of notice for demobilization from Company. Demobilization shall mean dismantling and removal of its tools/equipment and accessories, including personnel. In case of final demobilization, the set(s) of tools/equipment and accessories including unutilized spares and consumables have to be re-exported at the cost of the Contractor. Re-exporting in case of final demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting of its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting 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/block transfer from Contractor's final settlement of bills and Performance Security.

32.2 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.

32.3 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.

32.4 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.

33.0 NOTICES:

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

Company

a) **For contractual matters**
CGM (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Fax No. 91-374-2803549
Email: contracts@oilindia.in

b) **For technical matters**
CGM (Drilling Service)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Fax No. 91-374-2804254
Email: drilling@oilindia.in

c) **Contractor**

_____
_____

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

34.0 INSPECTION: Inspection will be carried out jointly by OIL team and the Contractor after completion of mobilization.

35.0 Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

NOTE:

(a) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).

(b) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).

36.0 TERMS OF PAYMENT:

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

37.0 SUBMISSION OF INVOICE: Monthly through Company's Vendor Invoice Management (VIM) portal.

All Invoices are to be sent to the following address:

CGM (Drilling Services)
Oil India Limited,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam

Note: If the designation of HoD changes, same will be addressed to his/her new designation.

38.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful Misconduct, Gross Negligence and/or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, 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 50% of the Contract Price, provided however that this limitation shall not apply to the cost of repairing

or replacing defective equipment by the Contractor, or 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.

END OF SECTION-III
&&&&&

Part-3

SECTION-IV

SCHEDULE OF RATES (SOR)

The bidders must quote the rates in their price bids as per the attached Price-Bid Format **Proforma-B, B1 & B2**. The payment shall however be made for the actual work done. All Day Rate Charges shall be pro-rated to nearest quarter of an hour.

(A) MOBILIZATION/ INTERIM-REMOBILIZATION CHARGES OF TOOLS / EQUIPMENT INCLUDING PERSONNEL:

i) Mobilization charges as lump sum amount against individual set of tool(s)/equipment including manpower will be payable for each hole section when all equipment/tools (free of defects/ encumbrances) and OIL approved operating personnel for that particular set are positioned at Company's designated site and duly certified by the Company representative regarding readiness of the tools, equipment and personnel to undertake/commence the work assigned under the contract which shall be no later than 03 working days from the date of arrival.

Note: OIL will certify within 03 working days for first mobilization. However, for successive re-mobilization, certification will not be necessary, but OIL may inspect the tools/equipment for each re mobilization.

ii) Mobilization charges shall cover local and foreign costs to be incurred by the Contractors to mobilize the equipment to the mobilization point as decided by OIL and shall include all duties including all local and foreign taxes, port fees/charges including demurrage (if any) and inland transport to the mobilization point as decided by OIL etc. (on the items declared in **Proforma-A**), except customs duty, which will be to OIL's account, if applicable.

iii) Mobilization charge will not be released on the basis of arrival of individual tool / equipment although there will be individual mobilization charges (lump sum) for different tool/equipment. Mobilization will be considered to be completed only after following conditions from (a) to (e) (without any exception) are met with.

a) All tools & equipment (surface & sub surface) as per contractual obligation (technical Specification & quantity wise) arrive at OIL's designated site, unless specified otherwise by OIL.

b) All Tools/Equipment arrive at OIL's designated site as per "Special Conditions of Contract" in Section-III, Clause No. 2.2 for commencing directional drilling activity.

c) All relevant documents (technical specification, drawing, vintage, Make, Model etc.) of each & every tool & equipment are made available (as per contractual obligation) by Contractor for scrutiny by OIL.

d) All relevant documents are found to be technically acceptable by

OIL on scrutiny.

e) Company issues acceptance/clearance of tools & equipment in writing. This "acceptance/clearance" certificate will be provisional in nature till performances of tools / equipment are established in operation.

Note: The above clause is to be read in conjunction with clause iv) below regarding acceptance of set after passing the 1st test on the Rig.

iv) For the purpose of Liquidated damage (LD), the Mobilization would be deemed complete for a particular set of Tools & Equipment including personnel belonging to any hole section on the date as per clause iii) above, only if the Main or Back-up Tools & equipment passes the first Surface Test on the Rig. Otherwise, Mobilization would be deemed complete only when the Main or Back-up Tools & Equipment passes the first Surface test on the Rig on a subsequent date. For the purpose of Payment, Mobilization for a particular set of Tools & Equipment including personnel belonging to any hole section would be deemed complete after issuance of acceptance/clearance certificate from the Company, if it passes the first Surface test and work commences smoothly. If it fails on the first Surface test, Mobilization will be considered complete on acceptance of the Main or Back-up Tools & Equipment on subsequent test.

v) Mobilization charges for each set should not exceed 1% of the total quoted value of the set for the respective hole section in the Price Bid format. However, Mobilization charges for each set if quoted in excess of 1% of total quoted value of the set for respective hole section, the excess amount shall be paid at the end of the contract along with demobilization charge.

vi) Interim Re-Mobilization charges of each set should not exceed 0.5 % of total quoted value of the set for the respective hole section in the Price Bid format. However, Interim Re-Mobilization charges for each set if quoted in excess of 0.5 % of the total quoted value of the set for respective hole section, the excess amount shall be withheld from the Interim Re-mobilization invoice & shall be paid at the end of the contract along with demobilization charge.

vii) Each down hole tool/equipment should have sufficient number of back-up tool/equipment/spares/consumables for ensuring un-interrupted directional drilling activity.

(B) DE-MOBILIZATION/INTERIM DE-MOBILIZATION CHARGES OF TOOLS/ EQUIPMENT INCLUDING PERSONNEL:

i) The Contractor shall arrange for and execute demobilization of their Tools/Equipment / Spares/Accessories etc. (one or more sets), upon receipt of notice from the Company. Contractor shall bear all such costs/charges, if any, towards Demobilization of the same from drilling location to Contractor's base and the same will be guided by as per "Special Conditions of Contract" in Section-III, Clause No. 2.3 & 2.4.

ii) All rates on Tools/Equipment/Spares/Accessories etc. shall cease to exist with effect from the day the Contractor is issued de-mobilization notice by Company. No charges whatsoever will be payable with effect from the date of notice for demobilization.

iii) Company shall give notice to Contractor to commence demobilization. This shall be applicable with immediate effect. No other charges shall be payable after issuance of de-mobilization letter. However, after final demobilization, the contractor will ensure that demobilization is completed and Company's work-site is cleared-off Contractor's property within 21 (twenty one) days from the date of final demobilization notice from the Company, failing which demobilization charge may be held up.

iv) Demobilization charges will be payable on clearance of all the equipment from Indian Port/ Custom authorities for re-export of equipment to Contractors base. However, OIL shall not be obliged to pay demobilization charges of unit/equipment, if on completion of Contract/ termination, Contractor does not remove its tools from the area of last operation of Company's designated Rig/Site and also if the Contractor commences operation against any other contract(s) for other operators. All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.

v) Upon completion of duration of the contract, the contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment

vi) In case of need for lean period/temporary suspension of Company's activity due to operational reasons, the Company retains the right to De-Mobilize (interim) Contractor's Equipment & Tools (any set) and Re-Mobilize the consignment when well operations recommence. 60 (Sixty) Days period for Re-Mobilization shall be provided from date of Re-Mobilization Notice for each set (hole section).

vii) No other Charges on any account will be payable from the time the interim De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice.

viii) De- Mobilization charges for each set should not be less than 1% of the total quoted value for the set for the respective hole section in the Price Bid. If De-mobilization charges for each set is quoted in deficit or less than 1% of total quoted value for the set for the respective hole section, the deficit amount shall be withheld from the mobilization invoice and the same will be paid at the end of the contract along with Demobilization charges.

ix) Interim De-mobilization charges of each set should not be less than 0.5 % of total quoted value for the set for the respective hole section in the Price Bid. If Interim De-mobilization is quoted in deficit or less than 0.5% of the total quoted value for the set for the respective hole section, the deficit amount shall be withheld from the Interim De-mobilization invoice and the same will be paid at the end of the contract along with

Demobilization charges.

(C) OPERATIONAL CHARGES OF TOOLS & EQUIPMENT INCLUDING MANPOWER:

i) Under the contract, the Contractor shall be entitled to operational day rate charges as detailed below. These rates are inclusive of spares and consumables etc. if required (including spares for running repairs and maintenance of RSS-SDMM-MWD-LWD-JAR etc) for the successful completion of the work.

ii) Operational Day Rate Charges shall be payable for all tools/equipment including manpower of the Contractor for the period the tools and equipment are in operational mode from the time of successful completion of Surface Testing (as defined below) of Contractor's BHA (consisting of downhole tools/equipment), after lowering it 100 m below rotary table (BRT) till the same is pulled out up to 100 m below rotary table in a well. This period will be considered as **operating period** and shall be pro-rated to the nearest quarter of an hour.

Surface Testing is defined as function testing of all tools/equipment of BHA below rotary table.

DURING APPLICABLE OPERATING PERIOD MENTIONED ABOVE, ONLY OPERATING CHARGES SHALL BE PAYABLE AND NO OTHER CHARGES SHALL BE APPLICABLE. DURING NON OPERATING PERIOD, ONLY STANDBY CHARGES SHALL BE PAYABLE.

iii) Operating Charges shall be paid during stuck up / fishing operation for the first 36 (thirty six) hours (per occurrence) beyond which only standby Charges shall be payable. Standby Charges shall cease to be paid from the time OIL decides to call off fishing operations to recover Contractor's tools/equipment from hole and notifies Contractor accordingly.

Applicable Charges shall be according to the LIH clause no. 17.0 in "Special Conditions of Contract" from the time OIL decides to call off fishing operations to recover Contractor's tools/ equipment from hole and notifies Contractor accordingly.

iv) However, during the stuck up/fishing situation, operating rates will continue to be paid for the Jar pertaining to the fact that it is well established to the satisfaction of OIL that the Jar is firing. If the jar fails to operate due to any reasons, Clause iii) above will also be applicable to Jar.

v) Operating Charges shall be payable with Tools/equipment in hole for first 36 (thirty six) hours, per occurrence, in case drilling is stopped due to well activity or mud loss conditions. Standby Charges shall only be payable beyond 36 (thirty six) hours, till normal operation is resumed.

vi) Operating Charges shall be payable with Tools/equipment in hole for first 36 (thirty six) hours, per occurrence, in case drilling is stopped due to major rig maintenance. Standby Charges shall only be payable beyond 36

(thirty six) hours, till normal operation is resumed.

vii) In the event the Contractor's operating crew is not available for operation at rig site at any point of time during the period of contract (when tools are below rotary table), no payment shall be made for such period.

viii) Operating Charges shall not be payable for any tools/equipment of BHA if it fails to function below Rotary Table after "Surface Testing", from the time the failure is detected.

ix) Zero Rate will be applicable for entire Bottom Hole Assembly including Surface unit, in case of discontinuation/suspension of normal operation (drilling or round trip) leading to pulling out of drill string due to malfunctioning of any one component of BHA. Operating rate for entire Bottom Hole Assembly including Surface unit will cease to be paid under this circumstance.

x) Under above circumstances, Zero rate will continue for entire Bottom Hole Assembly including Surface unit for the period starting with pulling out from particular depth through running in till normal (identical) operation is resumed at the same depth. However, any shut down period (such as crew shortage, machinery failure, rig repairing, local bandh etc.) owing to OIL or other reasons (not attributable to Contractor's fault) during the zero rate period will be appropriately deducted from zero rate period.

xi) Selective Zero rate will be applicable only for those malfunctioning components of BHA, when normal operation (drilling or round-trip) is continued with other functional components of BHA. The Selective Zero rate for non-functional tools will continue from the time of fault detection (down hole) till the drill string is pulled out of hole after completion of normal operation. The functional components of BHA including Surface unit will continue to be paid operating rate under such circumstances.

xii) If OIL decide to continue the operation using the Backup tool with the main tool in non-functional condition, **100% payment** will be made against operating and **50% payment** will be made against standby charges for the particular tool till replacement of the malfunctioned tool arrives at site.

xiii) When the Centrifuge is put on operation during drilling and circulation, Operating charges shall be payable during that period only.

xiv) Operating charge for mud engineer is applicable during mud treatment/preparation subjected to verification/certification by OIL representative.

xv) Operating charges for Mud engineer will be payable on actual basis and as per operational requirement.

(D) STAND BY CHARGES OF TOOLS/EQUIPMENT INCLUDING MANPOWER:

i) Stand by charges for tools & equipment including manpower will be

applicable for non-operating period of tools & equipment. Once the operating day rate is applicable, no Stand by charges will be payable for tools/equipment and manpower.

ii) During Stand by period, the tools/equipment has to be in fully operating condition. Repair and preventive maintenance to be carried out with prior permission from OIL.

iii) Stand by charges shall not be payable once the de- mobilization notice is issued by OIL for any tool(s)/equipment.

iv) Stand by charges shall be applicable for any tools/equipment of Contractor's BHA including manpower during the period it lies on surface and during surface testing of same to about 100 meter below rotary table.

v) If the Contractor withdraws the whole or part of the tools/equipment or any personnel resulting in breakdown of operation, zero Rate will be paid.

vi) Stand by charges for complete consignment of Tools / Equipment will continue to be payable during "Dismantling of Contractor's facility in one location, Inter-Location movement, Re-Installation & Re-Commissioning of Contractor's facility in next location".

vii) Stand by charges includes supply of spares & consumables, replacement/maintenance cost and any other operational requirement, if any, during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.

viii) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional charges to Company.

ix) Stand by charges will be payable for full day or part thereof on pro-rata basis up to the nearest quarter of an hour.

x) If, Contractor's tools/equipment fails to perform, for any reason, attributable to the Contractor in the duration of operation, then no Stand by charges for the down hole tools/equipment including personnel shall become payable until the tools/equipment is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.

xi) If a particular tool/equipment are found to be non-functional during operation in first well after initial mobilization thereby causing total shut down of operation, in that case neither operating rate nor Stand by charges will be applicable from the date of receipt of entire consignment of different tool/equipment at OIL designated site. Also, the Contractor shall commit themselves to replace the defective tool / equipment with the same specification (as per contract) within a very short period.

xii) Contractor can withdraw their manpower during non-operating period at their own cost, subjected to ensuring their availability once operation starts.

xiii) Standby charge for mud engineer is applicable during non-operating time.

xvi) Standby Day Rate for Contractor's Mud Engineers shall be payable for the period during which normal drilling operations are suspended due to rig repair/shutdown etc. leading to suspension of Mud Engineering Services continuously for more than 36 hours. However, for the initial 36 hours of suspension of Mud Engineering Services under such conditions, the Operational Day Rate shall be payable. The Standby Day Rate shall apply only for the period beyond initial 36 hours till resumption of normal services.

xvii) Standby charge for Centrifuge is applicable during non-circulating time.

xviii) The quoted unit Standby rate of each tool/equipment including personnel must not exceed 50% of the corresponding quoted unit Operating rate for the respective tool/equipment including personnel in the Price Bid.

Note: *If any bidder quotes the Standby rate more than 50% percent of the corresponding Operating Charge, then their bid shall be evaluated considering their quoted Standby Charge only. However, if the bidder emerges as the successful bidder, the contract shall be awarded limiting the Standby rate to 50% of the corresponding Operating Charge, where Standby rate is quoted beyond the prescribed limit.*

(E) FORCE MAJEURE RATE:

i) Force majeure conditions are defined in Clause 31.0 of Section-I, "General Conditions of Contract".

ii) All rates shown in Schedule of Rates shall be restricted to 50% of Stand by charges for the service being provided by Contractor at the time of occurrence of 'force majeure' condition irrespective of the operation being carried out. This will be considered as FORCE MAJEURE RATE under all conditions.

iii) The Force Majeure Rate shall be payable during the first 15 (fifteen) days period of force majeure situation in case of all operations. No payment shall apply after expiry of 15 (fifteen) days force majeure period, unless otherwise agreed to.

(F) ZERO RATE:

Notwithstanding any provision in the contract, no charges (Stand by or operating charges for tools/equipment including personnel) shall be payable for the period, the job or activity assigned to the Contractor is halted/suspended due to default on the part of the Contractor as a result of break-down/non-availability of Contractor's tools/equipment, non-availability of spare parts/consumables for Contractor's tools/equipment, non-availability of Contractor's personnel or for any other reason whatsoever attributable to the Contractor.

(G) GENERAL NOTES:

i) Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per Proforma-A.

ii) Operating rate for RSS-SDMM and accessories shall be applicable only after lowered to 100 m Below Rotary Table (BRT). No separate charges are applicable for stabilizers.

v) Directional BHA making including surface testing time should be limited to 6 hrs maximum. Beyond 6 hrs, zero rate will be applicable. However, in case of the delay beyond 6 hrs on account of rig, will not be placed on the service provider.

iii) For all call out services, all terms viz., mobilization, demobilization, operating, standby, force majeure and zero rate etc. will be guided by the above SCHEDULE OF RATES.

iv) All charges for Personnel of Directional Service are included in the respective Charges of tools/equipment for the particular set(s).

v) All charges for centrifuge operator are included in the respective Charges of centrifuge for the Mud Engineering Service.

END OF SECTION-IV

SAFETY MEASURES

To,
CGM-CONTRACT(HoD)
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

TENDER NO. CDG9298P26

Description of service: Hiring of Services for Drilling of Directional Wells with RSS-SDMM + MWD-LWD + JAR including Mud Services along with Personnel for a Period of 04 (FOUR) years in the North Eastern States.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

The Contractor shall adhere to following points while performing the works under this contract.:

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.

2. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.

3. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).

4. 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.

5. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

6. Statutory forms to be maintained, as applicable, in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.

7. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A and D have been updated and modified. The above-mentioned forms need to be maintained as per the new format.

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

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

10. 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.

11. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital or CGHS panel Hospital or AMAS authorized Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer or CHGS authorized Medical Officer or AMAS Hospital officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.

12. All persons deployed by the Contractor for working in a mine must undergo initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of IME & PME.

13. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear and Safety Helmet has to be DGMS approved. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. It will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

14. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

15. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which

is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

16. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

17. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

18. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

19. The Contactor personnel shall attend daily meeting and monthly pit level meeting headed by the OIL Engineer. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

20. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

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

22. OIL will communicate all information to the Contractor or his authorized representative only.

23. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

24. Any compensation arising out of the job carried out by the Contractor whether related to pollution (attributable to the Contractor), Safety or Health will be paid by the Contractor only.

25. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.

26. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

27. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

28. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

29. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

30. All Lifting equipment of the Contractor shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.

31. Barricading of area to be done with reflecting tapes as applicable during work.

32. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

33. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

34. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.

35. 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.

36. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

37. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the contract.

38. 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.

39. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

(Seal) Yours Faithfully

Date_____ M/s_____

FOR & ON BEHALF OF CONTRACTOR

PROFORMA-A

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable) TO BE IMPORTED INCONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE

(PROFORMA-A SHOWING CIF VALUE TO BE UPLOADED IN PRICE BID AND WITHOUT SHOWING THE CIF VALUE IN TECHNICAL BID)

Sl. No.	Item Description	Qty /Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".

(3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____
Name: _____

Seal of the Bidder:

PROFORMA-B

PRICE BID FORMAT

THE PRICE BID FORMAT IN EXCEL SHEET IS UPLOADED UNDER 'NOTES AND ATTACHMENTS' TAB IN OIL'S E-PROCUREMENT PORTAL

PROFORMA-C

BID FORM

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

Sub: IFB No. CDG9298P26 for 'Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'.

Gentlemen,

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

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

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

We agree to abide by this Bid for a period of 120 days from the date of bid opening 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 _____ 20___.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-D

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA-E

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO,
CGM-CONTRACTS
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: IFB No. CDG9298P26 for 'Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB no. **CDG9298P26** for '**Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-F

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: IFB No.CDG9298P26 for 'Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'

I/We _____ confirm that Mr. _____ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB no. **CDG9298P26** for '**Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'** for any commercial/Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

PROFORMA-G

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

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

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

SEALED with the said Bank this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs._____

b) This guarantee shall be valid till ……

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……(Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ……. (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

_____

(Signature, Name and Address)

Date: _____

Place: _____

***** The Bidder should insert the amount of the guarantee in words and figures.
****** Date of expiry of Bank Guarantee should be as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

   The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

PROFORMA-H

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

Name:

FULL Address:

Phone Number:
Mobile Number:
E-mail address:
Fax Number:
Bank Account Number (in which the Bidder wants remittance against invoices):
Bank Name:
Branch:
Address of the Bank:
Bank Code:
IFSC/RTGS Code of the Bank:
NEFT Code of the Bank:
PAN Number:
GST Registration Number:

_____

Signature of Bidder with Official Seal

PROFORMA-I

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited
Contracts Department

Duliajan, Assam - 786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact 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 (May incorporate the Bank Name) 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 arguments, 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 TELEPHNE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs._____
b) This guarantee shall be valid till .....
c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(Date of Expiry of BG PLUS one year claim period).
d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by 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 the Bank_____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

PROFORMA-J

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

Ref. No_____ Date _____

TENDER NO. CDG9298P26 for 'Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'

Sub: Undertaking of authenticity of information/documents submitted

To,
The CGM-Contracts
Contracts Department,
Oil India Limited, Duliajan

Sir,

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

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

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/ fraudulent, OIL has right to reject our bid at any stage including forfeiture of our 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)

PROFORMA-K

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

[Ref: Clause 3.6 (b) BEC]

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

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

PROFORMA-L

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 up to ..... **(as the case may be)** are correct.

YEAR	TURN OVER	NET WORTH

Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

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

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

PROFORMA-N

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,

Oil India Limited

Contracts Department

Duliajan, Assam - 786602

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

BG issuing bank details:

Bank Branch IFS Code	
Contact Details 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 bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No: _____

Encl: Original bank guarantee

APPENDIX-1

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING
(On Bidder's Letter Head)

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding financial standing

Ref: **Tender No. CDG9298P26 for 'Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'**

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

_____
(Name & Signature of the authorised signatory of the bidder)

APPENDIX-2

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL

(On Bidder's Letter Head)

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: **Tender No. CDG9298P26 for 'Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'**

We, _____ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

Place: _____

Date: _____

_____

(Name & Signature of the authorised signatory of the bidder)

PROFORMA-Q

AGREEMENT FORM

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

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

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

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

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

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

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

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

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

(a) PART-I indicating the General Conditions of this Contract
(b) PART-II indicating the Scope of Work/Terms of Reference
(c) PART-III indicating the Special Conditions of Contract
(d) PART-V indicating the Schedule of Rates

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

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

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

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	for and on behalf of Contractor (M/s. _____)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

PROFORMA-V

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY
(to be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: Tender No. CDG9298P26 for 'Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'

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

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

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

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

Thanking you,

Authorised Person's Signature: _____

Name: _____

PROFORMA-XY

Format for undertaking by Foreign Bidders towards taking payment against Expenses in India (To be typed on the letter head of the bidder)

Ref. No_____ Date _____

Sub: Undertaking for taking payment against Expenses in India against Tender no. CDG9298P26 for 'Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India'

To
The CGM-Contracts (HoD)
Contracts Department,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby confirm that we have gone through the Tender document in toto and quoted **Expenses to be incurred in India** in percentage (%) against each line item (wherever applicable) of the Price Bid Format (Proforma-B). We have quoted after proper due diligence and take full responsibility for the same. We agree to the condition that during payment (if successful), the "Expenses in India" component of the price shall be converted to INR (if quoted price is other than INR) considering the conversion rate as per Clause **20.0 of ITB**. If any expense is incurred in India over and above the aforesaid percentage (%), then we will inform Oil India Limited in due course of time and same will also be considered while calculating "Expenses in India" component.

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)

Proforma-M

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 **Tender no. CDG9298P26 for Hiring of Services for Drilling Directional Wells with RSS-SDMM+MWD-LWD+Jar including Mud Services along with Personnel in the Northeastern States of India.** 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.

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 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 during 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.

(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

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

(i) The Bidder 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 subsequent contract execution, if awarded.

(ii) The Bidder 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) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(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 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 public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(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 will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder 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, for such reason.

1. If the Bidder 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 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 2 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 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 or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 -Compensation for Damages

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

(2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 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.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.

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

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer 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 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 the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

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) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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 intensions.

.....	**.....**
For the Principal	**For the Bidder/Contractor**
Date:	Witness 1: .....
Place:	Witness 2: .....

EXHIBIT–I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

(REF. CLAUSE NO. 6.0 OF FORWARDING LETTER)

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT–II

UNDERTAKING TOWARDS COMPLIANCE OF LAND BORDER RESTRICTIONS DEFINED UNDER CLAUSE NO. 6.0 OF THE FORWARDING LETTER

We, M/s _____ , have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT–III

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY (ToT)

(REF. CLAUSE NO. 6.0 OF THE FORWARDING LETTER)

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

ANNEXURE-A

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/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) 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)	For and on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable)
M/s. Witness: 1) 2)	M/s. Witness: 1) 2)

ANNEXURE-B

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/subsidiary 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/*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: Signature_____

1. Signature _____ Name
   Full Name _____ Designation_____
   Address _____ Common seal of the Company_____

Witness:

2. Signature _____
   Full Name _____
   Address _____

ANNEXURE-C

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY

(Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

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

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

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____(Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____(Sister Subsidiary/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)	For and on behalf of (Sister Subsidiary/ Co-subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
Witness	Witness	Witness
1)	1)	1)
2)	2)	2)

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

ANNEXURE-D

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 ..... 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.
   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 (Bidder)	For and on behalf of (Parent/Ultimate Parent / Holding Company (Delete whichever not applicable)
Witness:	Witness:
1.	1.
2.	2.

ANNEXURE-E

JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at ……. this …….. day of …….. by M/s ……. [Name of JV member with more than 50% stake] 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 _____[Name of the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s _____ [Complete Name of JV member with more than 50% stake] and whereas M/s _____ [Complete Name of JV member with more than 50% stake] 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:

6. The Guarantor confirms it hold ……. (in percentage, should be more than 50%) stake in the M/s _____ [Name of the incorporated Joint Venture Company].
7. 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.
8. The Guarantor have an annual financial turnover of minimum INR …….. during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
9. **Net worth** of the Guarantor is minimum INR …….. for the accounting year preceding the original bid closing date.
10. The Guarantor undertakes to provide financial support to ……. [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s _____ [Name of the incorporated Joint Venture Company].

The Guarantor represents that:

(g) 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 …… [Name of the incorporated Joint Venture Company].

(h) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the M/s _____ [Name of the incorporated Joint Venture Company] and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

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

(j) 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.

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

(l) 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 the bidder M/s ……	For and on behalf of M/s …… (Name of JV member with more than 50% stake)
Witness: 1. 2.	Witness: 1. 2.

ANNEXURE-F

FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents

which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____day of _____.

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

A. Issuing Bank:

   BANK FAX NO:

   BANK EMAIL ID:

   BANK TELEPHONE NO:

   IFSC CODE OF THE BANK:

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

_____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

CHECKLIST-I

COMMERCIAL CHECK LIST
(Tender No. CDG9298P26)

Bidder's Name:_____

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 (Incorporated JV/Consortium/Parent/Subsidiary/Sister/Co-Subsidiary)	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST ……..%
6.	EMD Details: Whether Bid Security submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from Date of bid opening.	
9.	Whether Mobilization and Completion period of contract is complied?	

10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
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.	

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 _____

CHECKLIST-II

CHECKLIST FOR BEC
(Tender No. CDG9298P26)

Bidder's Name: _____

BEC CLAUSE NO.	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
	Yes	No	
1.0			
2.0			
2.1			
2.2			
2.2.1			
2.2.2			
I			
II			
III			
IV			
2.2.3			
2.3			
3.0			
3.1			
3.2			
3.3			

3.4			
3.5			
3.6			
4.0			
4.1			
4.2			
4.3			
4.4			
4.5			
4.6			
4.7			
4.8			
4.9			
4.10			
4.11			
4.12			
4.13			
4.14			
4.15			
4.16			
5.0			
5.1			
5.2			
5.3			
5.4			

5.5			
5.6			
5.7			
5.8			
5.9			
5.10			
5.11			
5.12			
6.0			
6.1			
6.2			
6.3			
6.4			
6.5			
6.6			
6.7			
7.0			
7.1			
7.1.1			
7.1.2			
7.1.3			
7.2			
7.3			
8.0			
8.1			

8.2			
8.3			
8.4			
9.0			

ANNEXURE-AA

DETAILS OF CONTRACTS EXECUTED BY THE BIDDER FOR DRILLING DIRECTIONAL WELLS

Sl. No.	Client Contact Details	Contract No. & Date	Duration of Contract	Scope of work	Documents Provided in Bid (*)

(*) Bidder should submit copy of relevant portion of the Contract containing "Client Name, Contractor Name, Contract No. & date, scope of work etc. along with performance certificates.

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

ANNEXURE-BB

Details in support of Bidder's experience in providing RSS/SDMM - MWD/LWD combination services

Well Name	Type of well	Date of Completion	Location	Client Name	Client Contact Details	End Depth (M)	Horizontal -displacement	Services Offered	Support Document Provided in Bid							
									Pre Drilling - Well planning documents				Post Drilling Documents			Authentication
									Well Plans	Directional Proposal	BHA Analysis	Torque &Drag Analysis	Well Plots	Surveys	BHA diagram	Client Certificate with Well
1																
2																
3																
4																
5																
6																
7																

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

ANNEXURE-G

DECLARATION FORMAT

(as per Notes to BEC Clause No. 2.2.3)

[On company's Letter Head]

To,

M/s OIL INDIA LIMITED,

CONTRACTS DEPARTMENT,

DULIAJAN, ASSAM, INDIA, PIN-786602

Dear Sir,

This has reference to your Tender No. ..... Dated ..... 20___ on the subject

.....

We.....(Name of the Company) confirm that we will engage, deploy the services including the key personnel of the Parent/Subsidiary/Sister Subsidiary/ Co-Subsidiary experience (strike out whichever is not applicable) on whose strength we are meeting the tender's Technical requirement for a minimum duration of 50% of the initial Contract period as per the tender qualifying criteria.

Signature

(Name & Designation of Authorized person of Bidder)

Company:

Date with seal:

We.....(Name of the supporting Company) confirm & guarantee for execution of the contract as mentioned above.

Signature

(Name & Designation of Authorized person of supporting Company)

Company:

Date with seal:

ANNEXURE-I

DETAILS OF DRILL STRING & BHA COMPONENTS AVAILABLE WITH "OIL"

SL. NO.	ITEM	OD	ID	TOOL JOINT OD	UPSET TYPE	WEIGHT	CONNECTION
1	Drill Pipe (Grade-S)	5"	4.27"	6 5/8"	IEU	19.5 PPF	4½" IF (NC50)
2	Drill Pipe (Grade-S)	5"	4.27"	6 ½"	IEU	19.5 PPF	4½" IF (NC50)
3	Drill Pipe (Grade-G)	5"	4.27"	6 5/8"	IEU	19.5 PPF	4½" IF (NC50)
4	Drill Pipe (Grade-G)	5"	4.27"	6 ½"	IEU	19.5 PPF	4½" IF (NC50)
5	Drill Pipe (Grade-G)	3½"	2.76"	5"	EU	13.3 PPF	3½" IF (NC38)
6	Heavy Weight Drill Pipe	5"	3.12"	6½"	EU	49.3 PPF	4½" IF (NC50)
7	Heavy Weight Drill Pipe	3½"	2.06"	4¾"	EU	25.30 PPF	3½" IF (NC38)
8	Drill Collar	9½"	3"	NA	NA	216.6 PPF	7 5/8" REG
9	Drill Collar	8"	2.81"	NA	NA	150.5 PPF	6 5/8" REG
10	Drill Collar	6½"	2.81"	NA	NA	92.5 PPF	4" IF (NC46)
11	Drill Collar	4¾"	2.25"	NA	NA	46.7 PPF	(NC35)
12	Drill Collar	3½"	1.5"	NA	NA	26.7 PPF	2 3/8" IF (NC 26)
13	Cross Over Subs for above						
14	Bit Sub	9½"	3"				7 5/8" REG
		8"	2.81"				6 5/8" REG
		6½"	2.81"				4" IF x 4½" REG
		4¾"	2.25"				(NC35)
		3½"	1.5"				2 3/8" IF (NC 26)

ANNEXURE-II

Details of collar based MWD tool for 17.½", 12.¼", 8.½" & 6" hole sections

Sl. No.	Tool Features		OIL's Requirement	To be filled by the bidder	
				Bidder's Offer	Ref: File & Page No. by Bidder
1	MWD Tool		Collar based non-retrievable		
2	Telemetry Type		Positive mud pulse		
3	Collar sizes		a) 17½" Section: 7¾" or 8" – 9.5/8"		
			b) 12¼" Section: 7¾" or 8" – 9.5/8"		
			c) 8½" Section: 6½" or 6¾"		
			d) 6" Section: 4¾"		
4	DLS (PER 100')		a) 17½" Section: (2°- 4°)/100′		
			b) 12¼" Section: (2°- 6°)/100′		
			c) 8½" Section: (2.5°- 7°)/100'		
			d) 6" Section: (3°- 7°)/100'		
5	Flow Range (GPM)		**Refer below ###**		
6	Max Operating Temp.		120° C		
7	Max Operating Pressure		(15000 – 20000) Psi		
8	Real Time Update Period		<= 20 Secs		
9	Survey Time		<= 120 Secs		
10	Directional Measurement Point From Bit	With Gamma	Minimum possible		
11	Measurement Accuracy	Tool Face	± 1.5°		
		Azimuth	± 1.5°		
		Inclination	± 0.2°		
12	Measurement range		(0-100) deg or more		
13	Gamma Detector Type		API GR		
14	Lost Circulation Material (Max Size & Concentration)		Medium size & 40 PPB		
15	Power Source (Operating Time in Hrs)		Li-ion battery (life >= 200 Hrs)/ Turbine		
16	Gamma real time		Yes		

17	Gamma measurement point from bottom of tool	Minimum possible		
18	Data Recording	Yes. To be provided in Gamma counts		
19	Data Transmission Rate (Bits/Sec)	Minimum 3 bits/sec. or more and should be suitable to transmit data of various tools quoted in different segments of the tender		
20	MTF/GTF Switch	Yes		
21	Manufacturer / Model	Model quoted should be latest and best in class		

Note:

1) The system to be complete with pulsar, electronic sensors, power source etc. for transmitting and recording down-hole data in real time.

2) Additional features/information (if any) is to be provided by the bidder.

###: Flow Range

a) 17½" hole section- Min. Flow Rate: 400 GPM or less & Max. Flow Rate: 900GPM or more
b) For 12¼" hole section- Min. Flow Rate: 400 GPM or less & Max. Flow Rate: 750 GPM or more.
c) For 8½" hole section- Min. Flow Rate: 300 GPM or less & Max. Flow Rate: 550GPM or more.
d) For 6" hole section: Min. Flow Rate: 200 GPM or less & Max. Flow Rate: 350 GPM or more

Note for 3(b): 9½"/9.5/8" sized Collar for MWD against 12¼" hole section is also acceptable with the following conditions:

i) The bit box connection of the 9½"/9$^{5}/_{8}$" RSS/SDMM should be 6$^{5}/_{8}$" regular for connecting 12¼" bit.
ii) Overshots to catch 9½"/9.5/8" collar and 9½"/9$^{5}/_{8}$" RSS/SDMM in 12¼" hole to be provided by the contractor.

ANNEXURE-III

1.0 Specification of 9½"/ 9⅝" Steerable Downhole Mud Motor

Sl. No.	SDMM Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No. by Bidder
1	Type	High Torque, Low to Medium Speed, Stabilized, Multi-lobe, Multi stage Positive displacement Mud Motor		
2	Flow rate range (approx.)	Min. Flow Rate: 600 GPM or less Max. Flow Rate: 1150 GPM or more		
3	AKO/ABH Range (Min. Achievable)	0° - 2° or more		
4	Bit speed range (Free running/No load)	65 RPM or less - 135 RPM or more		
5	Housing Type	Steerable with Adjustable Kick off sub /Adjustable Bend Housing		
6	Bearing type	Mud Lube or Oil sealed		
7	Length	37 feet (Maximum)		
8	Type of Connection	6⅝"/7⅝"API Reg. Box down & 6⅝"/7⅝" API Reg. Box Up or Any other proprietary connection of the Bidder for their entire BHA.		
9	Ported float sub	Contractor to assure that by the use of float sub there will be no wet pull out. There should be provision for transmitting the drill pipe pressure whenever the BOP/well is closed. So float sub should have a port for transmission of drill pipe pressure to the surface		
10	Lifting Sub Connection	6 ⅝"/ 7 ⅝" API Reg. Pin or matching proprietary connection pin for the Bidder's SDMM		
11	Operating Differential Pressure (Psi)	600 PSI or more.		
12	Power Output	280 HP or more		
13	Torque Operating	15,000 NM or more		

14	DLS Maximum Achievable		4° / 100′ or more		
15	Pass Through DLS:	a) Sliding	4° / 100′ or more		
		b) Rotary	4° / 100′ or more		
16	Stabilization		17 3/8" screwed-on/built-in		
17	Manufacturer / Model		From the manufacturers specified in Clause No. 7.0 under Section-II		

2.0 Specification of 7¾"/8"/8.¼" Steerable Downhole Mud Motor

Sl. No.	SDMM Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No. by Bidder
1	Type	High Torque, Low to Medium Speed, Stabilized, Multi-lobe, Multi stage Positive displacement Mud Motor		
2	Flow rate range(approx.)	Min. Flow Rate: 390 GPM or less Max. Flow Rate: 750 GPM or more		
3	AKO/ABH Range (Min. Achievable)	0° - 2° or more		
4	Bit speed range (approx.)	45 RPM or less - 145 RPM or more		
5	Housing Type	Steerable with Adjustable Kick off sub /Adjustable Bend Housing		
6	Bearing type	Mud Lube or Oil sealed		
7	Length	37 feet (max)		
8	Type of Connection	6⅝" API Reg. Box down & 6⅝" API Reg. Box Up or Any other proprietary connection of the Bidder		
9	Ported float sub	Contractor to assure that by the use of float sub there will be no wet pull out. There should be provision for transmitting the drill pipe pressure whenever the BOP/well is closed. So float sub should		

			have a port for transmission of drill pipe pressure to the surface		
10	Lifting Sub Connection		6⅝" API Reg. Pin or matching proprietary connection pin for the Bidder's SDMM		
11	Operating Differential Pressure		600 PSI or more.		
12	Power Output		220 HP or more		
13	Torque Operating		11,500 NM or more		
14	DLS Maximum Achievable		4° / 100′ or more		
15	Pass Through DLS:	a) Sliding	4° / 100′ or more		
		b) Rotary	4° / 100′ or more		
16	Stabilization		12⅛" screwed-on/built-in		
17	Manufacturer / Model		From the manufacturers specified in Clause No. 7.0 under Section-II		

3.0 Specification of 6½"/6¾" Steerable Downhole Mud Motor

Sl. No.	SDMM Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No. by Bidder
1	Type	High Torque, Low to Medium Speed, Stabilized, Multi-lobe, Multi stage Positive displacement Mud Motor		
2	Flow rate range (approx.)	Min. Flow Rate: 300 GPM or less		
		Max. Flow Rate: 550 GPM or more		
3	AKO/ABH Range (Min. Achievable)	0° - 2.5° or more		
4	Bit speed range (approx.)	85 RPM or less - 165 RPM or more		
5	Housing Type	Steerable with Adjustable Kick off sub /Adjustable Bend Housing		
6	Bearing type	Mud Lube or Oil sealed		
7	Length	37 feet (max)		

8	Type of Connection		4 ½" API Reg. Box down & 4 ½" / 4" API IF Box Up or Any other proprietary connection of the Bidder		
9	Ported float sub		Contractor to assure that by the use of float sub there will be no wet pull out. There should be provision for transmitting the drill pipe pressure whenever the BOP/well is closed. So float sub should have a port for transmission of drill pipe pressure to the surface		
10	Lifting Sub Connection		4½"/4" API IF Pin or matching proprietary connection pin for the Bidder's SDMM		
11	Operating Differential Pressure		650 PSI or more		
12	Power Output		160 HP or more		
13	Torque Operating		8000 NM or more		
14	DLS Maximum Achievable		4° / 100′ or more		
15	Pass Through DLS:	a) Sliding	4° / 100′ or more		
		b) Rotary	4° / 100′ or more		
16	Stabilization		8 3/8" screwed-on/built-in		
17	Manufacturer / Model		From the manufacturers specified in Clause No. 7.0 under Section-II		

4.0 Specification of 4¾" Steerable Downhole Mud Motor

Sl. No.	SDMM Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No. by Bidder
1	Type	High Torque, Low to Medium Speed, Stabilized, Multi-lobe, Multi stage Positive		

		displacement Mud Motor		
2	Flow rate range (approx.)	Min. Flow Rate: 150 GPM or less Max. Flow Rate: 250 GPM or more		
3	AKO/ABH Range (Min. Achievable)	0° - 3° or more		
4	Bit speed range (approx.)	100 RPM or less - 260 RPM or more		
5	Housing Type	Steerable with Adjustable Kick off sub /Adjustable Bend Housing		
6	Bearing type	Mud Lube or Oil sealed		
7	Length	37 feet (max)		
8	Type of Connection	3½" API Reg Box down and 3½" API IF Box up or Any other proprietary connection of the Bidder		
9	Ported float sub	Contractor to assure that by the use of float sub there will be no wet pull out. There should be provision for transmitting the drill pipe pressure whenever the BOP/well is closed. So float sub should have a port for transmission of drill pipe pressure to the surface		
10	Lifting Sub Connection	3½" API IF Pin or matching proprietary connection pin for the Bidder's SDMM		
11	Operating Differential Pressure	700 PSI or more		
12	Power Output	90 HP or more		
13	Torque Operating	2500 NM or more		
14	DLS Maximum Achievable	4° / 100′ or more		
15	Pass Through DLS: a) Sliding	4° / 100′ or more		
	b) Rotary	4° / 100′ or more		
16	Stabilization	5⅞" screwed-on/built-in		
17	Manufacturer / Model	From the manufacturers specified in Clause No. 7.0 under Section-II		

Notes:

a) Match on sub have to be provided by the bidder in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, bidder has to provide overshoot tool for fishing job.

b) In case of proprietary connection, all cross over sub have to be provided by the bidder to match OIL's string.

c) System should be able to drill cement, float collar, float shoe and formation.

d) Additional features/information (if any) is to be provided by the bidder using additional sheet.

ANNEXURE–IV

SPECIFICATION OF DRILLING JARS - 7¾/8", 6½/6¾ & 4¾" OD (Hydro-Mechanical/Hydraulic)

Sl. No.	Jar features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No. by Bidder
1. Specification of 7¾"/8" OD Drilling Jar				
1	Type	Double Acting Hydro-Mechanical/Double Acting Hydraulic Drilling Jar		
2	OD	7¾"/8"		
3	ID (min)	2½" / 2¾" /3"		
4	Length (max)	30 feet (± 3 feet)		
5	Tool Joint	6.5/8"API Reg. Box x Pin		
6	Tensile Yield	10,00,000 lbs or more		
7	Torsional Yield	95,000 ft-lbs or more		
8	Jar load (Up-stroke) minimum	(260,000 - 3,00,000) lbs		
9	Jar load (Down-stroke) minimum	(42,000 - 2,30,000) lbs		
10	Free Stroke (Up)	6" or more		
11	Free Stroke (Down)	6" or more		
12	Total Stroke (up + down)	12" or more		
13	Max Operating Temp.	120° C or more		
14	Max Operating Pressure	18,000 psi or more		
15	Manufacturer / Model	From the manufacturers specified in Clause No. 7.0 under Section-II		
2.0 Specification of 6 ½"/6 ¾" OD Drilling Jar				
1	Type	Double Acting Hydro-Mechanical/Double Acting Hydraulic Drilling Jar		
2	OD	6½"/6¾"		
3	ID	2½" / 2¾"		
4	Length (max)	30 feet (± 3 feet)		
5	Tool Joint	4½" API IF Box x Pin		
6	Tensile Yield	7,30,000 Lbs or more		
7	Torsional Yield	50,000 ft-lbs or more		
8	Jar load (Up-stroke) minimum	(160,000 - 1,75,000) lbs		
9	Jar load (Down-stroke) minimum	(37,600 - 1,75,000) lbs		
10	Free Stroke (Up)	6" or more		

11	Free Stroke (Down)	6” or more		
12	Total Stroke (up + down)	12” or more		
13	Max Operating Temp.	120° C or more		
14	Max Operating Pressure	18,000 psi or more		
15	Make & Model	From the manufacturers specified in Clause No. 7.0 under Section-II		
3.0 Specification of 4¾”OD Drilling Jar				
1	Type	Double Acting Hydro-Mechanical/Double Acting Hydraulic Drilling Jar		
2	OD	4¾”		
3	ID	2¼” / 2½”		
4	Length (max)	30 feet (± 3 feet)		
5	Tool Joint	3½” API IF Box x Pin		
6	Tensile Yield	360,000 lbs or more		
7	Torsional Yield	18,000 ft-lbs or more		
8	Jar load (Up-stroke) minimum	85,000 pounds		
9	Jar load (Down-stroke) minimum	75,000 pounds		
10	Stroke Length (Up & Down)	12″ Minimum		
11	Max Operating Temp.	120° C or more		
12	Max Operating Pressure	12000 PSI or more		
13	Manufacturer / Model	From the manufacturers specified in Clause No. 7.0 under Section-II		

Notes:

a) All x-over subs required for connection of contractor’s string to operator’s drill string is to be provided and furnished by the CONTRACTOR.

b) In case the contractor provides retrievable RA sources, assembly should have the suitable ID to retrieve the sources if any.

c) Additional features/information (if any) is to be provided by the bidder.

ANNEXURE-VI

1.0 SPECIFICATION OF ROTARY STEERABLE SYSTEM FOR 17.1/2" HOLE

Sl. No.	RSS Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No. by Bidder
1	Flow Range in GPM	Min. Flow Rate: 600 GPM or less Max. Flow Rate: 1150 GPM or more.		
2	Nominal OD	8.0" to 9.625"		
3	Near Bit Inclination	5 M or less		
4	Azimuthal Gamma measurement from bit	10 M or less		
5	Max Operating Temp.	120° C or more		
6	Max Operating Pressure (Psi)	18000 PSI or more		
7	Type of Connection	6⅝"/7⅝"API Reg. Box down & 6⅝"/7⅝" API Reg. Box Up or Any other proprietary connection of the Bidder for their entire BHA.		
8	Lifting Sub Connection	6 ⅝"/ 7 ⅝" API Reg. Pin or matching proprietary connection pin for the Bidder's RSS		
9	DLS Maximum Achievable	5° / 30 M or more.		
10	Min. Circulating Hrs.	150 or more.		
11	Lost Circulation Material (Max Size & Concentration)	40 ppb or more of medium to fine nut.		
12	Manufacturer / Model	From the manufacturers specified in Clause No. 7.0 under Section-II		

2.0 SPECIFICATION OF ROTARY STEERABLE SYSTEM FOR 12 ¼" HOLE

Sl. No.	RSS Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No. by Bidder
1	Flow Range in GPM	Min. Flow Rate: 600 GPM or less		

		Max. Flow Rate: 1000 GPM or more.		
2	Nominal OD	8.0" to 9.625"		
3	Near Bit Inclination	5 M or less		
4	Azimuthal Gamma measurement from bit	10 M or less		
5	Max Operating Temp.	120° C or more		
6	Max Operating Pressure (Psi)	18000 PSI or more		
7	Type of Connection	6⅝" API Regular Box down x 6⅝" API Reg. Box Up Or any other proprietary connection of the Contractor for their entire BHA.		
8	Lifting Sub Connection	6⅝" API Reg. Pin or matching proprietary connection pin for the Bidder's RSS		
9	DLS Maximum Achievable	5° / 30 M or more.		
10	Min. Circulating Hrs.	150 or more.		
11	Lost Circulation Material (Max Size & Concentration)	40 ppb or more of medium to fine nut.		
12	Manufacturer / Model	From the manufacturers specified in Clause No. 7.0 under Section-II		

3.0 Specification of ROTARY STEERABLE SYSTEM for 8½" hole

Sl. No.	RSS Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No. by Bidder
1	Flow Range in GPM	Min. Flow Rate: 350 GPM or less Max. Flow Rate: 600 GPM or more		
2	Nominal OD	6.3/4" / 6.1/2"		
3	Near Bit Inclination	4 M or less		
4	Azimuthal Gamma measurement from bit	6 M or less		

5	Max Operating Temp.	120° C or more		
6	Max Operating Pressure (Psi)	18000 PSI or more		
7	Type of Connection	4 ½" API Reg. Box down x 4 ½" / 4" API IF Box Up Or any other proprietary connection of the Contractor for their entire BHA		
8	Lifting Sub Connection	4½"/4" API IF Pin or matching proprietary connection pin for the Bidder's RSS		
9	DLS Maximum Achievable	5° / 30M or more		
10	Min. Circulating Hrs.	150 or more		
11	Lost Circulation Material (Max Size & Concentration)	40 ppb or more of medium to fine nut.		
12	Manufacturer / Model	From the manufacturers specified in Clause No. 7.0 under Section-II		

4.0 Specification of ROTARY STEERABLE SYSTEM for 6" hole

Sl. No.	RSS Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No. by Bidder
1	Flow Range in GPM	Min. Flow Rate: 150 GPM or less Max. Flow Rate: 350 GPM or more		
2	Nominal OD	5" or less		
3	Near Bit Inclination	3 M or less		
4	Azimuthal Gamma measurement from bit	9 M or less		
5	Max Operating Temp.	120° C or more		
6	Max Operating Pressure (Psi)	18000 PSI or more		
7	Type of Connection	3.1/2" API Reg Box down and 3.1/2" API IF Box or any other proprietary connection of the Contractor for their entire BHA.		

8	Lifting Sub Connection	3.1/2" API IF Pin or matching proprietary connection pin for the Bidder's RSS		
9	DLS Maximum Achievable	8° / 30M or more		
10	Min. Circulating Hrs.	150 or more		
11	Lost Circulation Material (Max Size & Concentration)	40 ppb or more of medium to fine nut.		
12	Manufacturer / Model	From the manufacturers specified in Clause No. 7.0 under Section-II		

Notes:

- Should be capable of kick off from vertical well.
- System should be capable of building, holding, and dropping well angle and should be capable of simultaneously changing azimuth in continuously rotating for optimum drilling performance and have capability for back reaming, if required.
- System should have features of automated close loop deviation control system (i.e. it should have automated directional and inclinational hold control).
- System should have two way communication system i.e. real time up link and down link facility for data transmission and for sending command to the bottom hole tools with mud pulse telemetry.
- Type of down linking facility to be provided by Contractor either by a separate skid mounted unit or by flow rate change of mud pumps.
- Match on sub have to be provided by the Contractor in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, Contractor has to provide overshoot tool for fishing job.
- In case of proprietary connection, all cross over sub have to be provided by the Contractor to match OIL's string.
- All stabilizers must be 4/3 slight spirals integral and sufficient blade length of double tapered at both leading and trailing ends and should have sufficient opening / annular clearance with taper blade on stabilizer body.
- System should be able to drill cement, float collar, float shoe and formation.
- Additional features/information (if any) is to be provided by the Contractor.

ANNEXURE-VII

SPECIFICATION OF LWD RESISTIVITY TOOL FOR 12 ¼", 8 ½" and 6" HOLE

Sl. No.	LWD tool features	OIL's Requirement		To be filled by the bidder	
				Bidder's Offer	**Ref: File & Page No. by Bidder**
1	LWD tool	Collar based non-retrievable			
2	Telemetry Type	Positive mud pulse			
3	Collar sizes	a) 12¼"Section: 7¾" or 8"–9.5/8"			
		b) 8½" Section: 6½" or 6¾"			
		c) 6" Section: 4¾"			
4	DLS (PER 100')	a) 12¼" Section: (2°- 6°)/100′			
		b) 8½" Section: (2.5°- 7°)/100'			
		c) 6" Section: (3°- 7°)/100'			
5	Flow Range (GPM)	a) 12¼" Section	**Refer below ###**		
		b) 8½" Section			
		c) 6" Section			
6	Max Operating Temp.	150° C			
7	Max Operating Pressure	(15000 – 20000) Psi			
8	Resistivity real time	Yes			
9	Data recording	Data to be recorded in memory mode. Data recording should also be done while pulling out by back reaming / with pump-on.			
10	Resistivity Measurement	a) To be recorded in multiple frequencies and in multiple depth of investigations			
		b) 2MHz, Induction type, Borehole compensated, Phase shift & Attenuation measurement system with multiple depths of investigation capability.			
		c) Measurement range: (0.2 to 2000) Ohm-m			
		d) Invasion profile with curve separation			
		e) Provide multiple resistivity of minimum 5 in recorded mode and minimum 4 in real			

		time mode at multiple depths of investigation		
11	Compatibility	LWD tool should be combinable and compatible		
12	Manufacturer / Model	Model quoted should be latest and best in class		

###: Flow Range

a) For 12¼" hole section- Min. Flow Rate: 400 GPM or less & Max. Flow Rate: 750 GPM or more.
b) For 8½" hole section- Min. Flow Rate: 300 GPM or less & Max. Flow Rate: 550GPM or more.
c) For 6" hole section: Min. Flow Rate: 200 GPM or less & Max. Flow Rate: 350 GPM or more

Note for 3(a): 9½"/9$^{5}/_{8}$" sized Collar for LWD against 12¼" hole section is also acceptable with the following conditions:

i) The bit box connection of the 9½"/9$^{5}/_{8}$" RSS/SDMM should be 6$^{5}/_{8}$" regular for connecting 12¼" bit.
ii) Overshots to catch 9½"/9$^{5}/_{8}$" collar and 9½"/9$^{5}/_{8}$" RSS/SDMM in 12¼" hole to be provided by the contractor.

ANNEXURE-VIII

SPECIFICATION OF ANNULUS PRESSURE AND TEMPERATURE MEASUREMENT TOOLS FOR 12 ¼", 8 ½" and 6" HOLE SIZE

Sl. No.	Tools Features	OIL's Requirement	To be filled by the bidder	
			Bidder's Offer	Ref: File & Page No. by Bidder
1	ECD and ESD CAPABILITY	Pressure sensor to identify ECD (Equivalent Circulating Density) and ESD (Equivalent Static Density)		
2	ACCURACY	APWD pressure and temperature resolution should be 5 psi or less and 1.2 deg. C or less respectively		
3	MEASUREMENT CAPABILITY	Should be able to provide measurements in both OFF and ON conditions of the pumps.		
4	LOT CAPABILITY	Should be able to take min and max pressure measurements during LOT		
5	MAX OPERATING TEMP.	120° C or more		
6	MAX OPERATING PRESSURE (PSI)	18000 psi or more		
7	MANUFACTURER / MODEL	Model Quoted Should be Latest and Best in Class		

Note:

1. Additional features/information (if any) is to be provided by the bidder.

ANNEXURE-IX

SPECIFICATION OF NEUTRON, AZIMUTHAL DENSITY WITH IMAGING & CALIPER FOR 12 ¼", 8 ½" and 6" HOLE SECTION

Sl. No.	OIL's Requirement	To be filled by the bidder	
		Bidder's Offer	Ref: File & Page No. by Bidder
1	Temperature rating: 120 deg C or more		
2	Pressure rating: 18000 PSI or more		
3	Azimuthal Density Range = 1.8 to 2.8 gm/cc		
4	Pe = 1 to 10 units		
5	Neutron porosity = -6 to 54 P.U. or 0 to 60 P.U.		
6	Azimuthal density from four quadrant and images are to be provided as per the operational requirement with 16 BINS/ 16 Sectors measurement and real time transmission at a rate of 4 BINS/ 4 Sectors or more.		
7	Ultrasonic/ Density derived caliper log to be provided		
8	MANUFACTURER / MODEL (Model Quoted Should be Latest and Best in Class)		

ANNEXURE-X

The following minimum features of Formation Pressure while Drilling (FPWD) Tool For hole size 8 ½" and 6" should be made available on call out basis:

Sl No	Required Specifications	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
1	The formation pressure measurement to be transmitted on real time basis.		
2	Tool should be battery powered / turbine powered with sufficient power back up to deploy the probe for at least 100 tests or more.		
3	The tool should be able to perform test by orienting probe to high / low side of the hole in vertical / deviated wells as per operational requirement.		
4	Tool should have the ability to perform the test in Pumps On/Off mode.		
5	Tool stabilizer must be an integral i.e., no clamps on stabilizer		
6	Tool should have smart pre-test & have ability to change the test parameters by down linking in real-time.		
7	Tool should be able to provide tool status and battery status in RT. Alternative power from MWD.		
8	Combinable with all quoted LWD tools		
9	Pressure rating: 18000 PSI or more		
10	Temp rating: 120° C or more		
11	Tool must be able to transmit both tool measurement quality indices and tool status along with fluid mobility measurements following each Pre-test.		
12	Tool must be able to transmit the measured pressure trace following each Pre-test.		
13	MANUFACTURER / MODEL (Model Quoted Should be Latest and Best in Class)		

ANNEXURE–XI

Details of Measurement While Drilling/ Logging While Drilling Surface Unit (Work Station)

Sl. No.	OIL's Requirement	(To be filled by Bidder)	
		Bidder's Offer	Ref: File & Page No. by Bidder
1	Online surface recording system for running MWD/LWD services while carrying out directional drilling in various hole sizes with all accessories like signal pressure transducers, precision depth assembly and MWD/LWD logs including TVD logs in real time.		
2	MWD/LWD work station should be capable of recording stand pipe pressure, WOB, drill string weight, RPM along with MWD/LWD data for all types of directional wells.		
3	Data to be recorded in real time as well as in memory mode. System should be able to provide raw as well as processed data. Data to be provided in electronic media (PDF, LASS and standard industry format like DLIS / CLIS) in CD / DVD. System to have capability to retrieve data in memory mode at the site.		
4	Unit should have provision for data compression feature and security protection as per prevalent Oil Industry standards.		
5	System should have color printing/plotting facility at site. Internet connectivity to be provided by the bidder for data transmission.		
6	In the event of fault and failure of equipment & software hired from the CONTRACTOR, their personnel should be available for attending rectification of the problem.		
7	Unit should come with minimum 150m of 3-Phase power cables for cluster locations.		
8	MANUFACTURER / MODEL (Model Quoted Should be Latest and Best in Class)		

ANNEXURE-XII

Deliverables for MWD-LWD Tools

Sl. No.	Equipment/ Description	Real Time Output	Memory Mode Output after each round trip	Processed Output (after completion of a hole section)	Processed Output (after completion of a well)
1	Delivery Time	Real Time while Drilling/Tripping	Within 24 hrs. of round trip	Within 3 days of completion of Hole Section	Within 3 days of completion of Well
2	Deliverables	RT Log Prints in Morning and Evening and whenever required during drilling	Rush Print Memory Mode Log Prints	Memory Recorded Mode Log Prints (2 Copies each)	QC'd Recorded Mode Composite Log Prints 2 Copies each LAS/DLIS and PDF format In DVD
3	Directional, GR, Resistivity (Induction type) (GRIND) hole size: 17.5, 12.25, 8.5 & 6 inch	GR – 0 -250 API Phase Shift resistivity – Minimum 3 Curves Attenuation Resistivity – Minimum 1 Curve (Resistivity Curves to be transmitted after prior discussion with Company)	GR – 0 -250 API Phase Shift resistivity – Minimum 4 Curves Attenuation Resistivity – Minimum 4 Curves All resistivity curves should be borehole compensated and environmentally corrected.	Memory Recorded Mode Log Prints of GR – 0 - 250 API Phase Shift resistivity – Minimum 4 Curves Attenuation Resistivity – Minimum 4 Curves All resistivity curves should be borehole compensated and environmentally corrected.	Recorded Mode Composite Log Prints Average GR – 0 -250 API Phase Shift resistivity – Minimum 4 Curves Attenuation Resistivity – Minimum 4 Curves All resistivity curves should be borehole compensated and environmentally corrected.

4	Neutron, Azimuthal Density with imaging & Calliper (RHONPHI) hole size: 12.25, 8.5 & 6 inch	Quadrant Density- Minimum Top and Bottom Density transmitted in real-time ("bottom" density in case of a deviated borehole) Quadrant Density Correction PEF-O- 10 Thermal Neutron Porosity - environmentally -corrected log curves on-depth 16 Sector Density Image Real-time data at 2 data points / ft. or better	Field Deliverable recorded mode data consisting the following :- Quadrant Density Quadrant Density Correction Calliper (Ultrasonic / Density) PEF-0-10 Thermal Neutron Porosity - Environmentally corrected log curves on-depth Time after Bit Sliding indicator 16 Sector Static Density Image	Recorded mode Data : Quadrant Density Quadrant Density Correction Calliper (Ultrasonic / Density) PEF - 0- 10 Thermal Neutron Porosity environmentally- corrected log curves on-depth Time after Bit Sliding indicator 16 Sector Static Density Image Corrected near far counts of neutron should also be provided One copy in LAS/DLIS to Logging Services.	Recorded mode Composite Data and End of Well Report :- Density Quadrant Density Quadrant Density Correction Calliper (Ultrasonic /Density) PEF - 0- Thermal Neutron Porosity environmentally corrected curves on depth Time after Bit Sliding indicator 16 Sector Static Density Image Image Derived Density

ANNEXURE-E

Format of Undertaking for Personnel to be Deployed

(On the Letterhead of Company)

Date:

To

The General Manager – Contracts

Oil India Limited, Duliajan.

Dear Sir,

Sub: Experience of Directional Drillers and MWD/LWD Engineers

We undertake as following:

To depute minimum 2(two) directional drillers and minimum 2(two) MWD/LWD engineers per set of Directional Drilling Tools and Equipment having minimum required years of experience in Directional Drilling as per Scope of Work, Section - II using RSS, SDMM, MWD, LWD and Drilling Jar for the complete duration of the Contract.

1. To depute directional drillers and MWD/LWD Engineers having competency in all aspects of directional drilling including the capability to execute the job of directional drilling independently and having the experience of drilling minimum 06(six) numbers of directional wells independently for the complete duration of the Contract.
2. To depute Directional Drillers and MWD/LWD Engineers having complete knowledge of all the tools and equipment to be supplied by us for the complete duration of the Contract.

Thanking you,

For (Name of Bidder)

(Signature)

Name & Designation of Authorized Signatory.

ANNEXURE-XIII

BIO-DATA AND EXPERIENCE OF PERSONNEL – SAMPLE FORMAT

Format for CV of Base Coordinator, Directional Driller and MWD/ LWD Engineer

PHOTO

1	CATEGORY OF JOB / POST	:
2	NAME	:
3	PRESENT ADDRESS	:
4	PERMANENT ADDRESS	:
5	NATIONALITY	:
6	DATE OF BIRTH	:
7	ACADEMIC QUALIFICATION	:
8	TECHNICAL QUALIFICATION	:

Experience in last 3/4/5 years (minimum, as applicable)

Year	From Date	To Date	Name of Organization	Client/ Project	No. of days worked	No. of wells drilled	Type of wells drilled	Worked as

Format for CV of Mud Engineer/Centrifuge Operator

1	CATEGORY OF JOB / POST	:
2	NAME	:
3	PRESENT ADDRESS	:
4	PERMANENT 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 Experience in last 3/4/5 years (minimum, as applicable)	:

SL NO	WORK EXPERIENCE		TYPES OF WELL DRILLED	NAME OF COMPANY	PLACE OF WORK
	FROM	TO			

NOTE: TO ATTACH ALL SUPPLEMENTARY DOCUMENTS as per clause.

SIGNATURE OF THE SERVICE PROVIDER

DATE & SEAL

ANNEXURE-XIV

LIH – Claim Format

Sample Format for declaration that the particular equipment/ tool is question not covered by contractor's insurance in case of Lost in Hole (LIH)

ON THE OFFICIAL PAD OF THE CONTRACTOR TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE CONTRACTOR

UNDERTAKING

Ref Clause No. 17.0 of the SCC (Section-III) of the Contract

I/We …… the authorized signatory(s) of …… (Company or firm name with address) do hereby solemnly affirm and declare as under:-

(1) That, my/our above Company/Firm has participated in the Tender IFB No. ……

(2) That, our firm has been awarded with the contract no……for ……

(3) That, as required under Clause-14.0 of the GCC of the Contract, we have taken insurance to cover all risk in respect of our personnel, materials & equipment belonging to us or our sub-contractor during the currency of the contract including the third party items/consumables.

(4) That, I/we also declare that there is no insurance provision for the tools / equipment when they are below Rotary Table or in the well bore and are therefore not covered under any Insurance Policies.

(5) That, the statements made in above paras are true to the best of my/our knowledge and belief. That in case of any of the above statement is found to be false/incorrect/misleading at any point of time during the currency of the contract, OIL shall be at liberty to initiate necessary action against the Company/Firm in terms of the Contract.

Place…

Date:…… SIGNATURE OF THE DECLARANT

ANNEXURE-XV

Healthy stock of Chemicals to be maintained at Warehouse in Duliajan

SL No	Name of Chemical	Unit	Quantity
18.	Caustic Soda	KG	15,000
19.	CP Glycol	L	30,000
20.	ROP enhancer	L	60,000
21.	Encapsulating polymer	KG	9,000
22.	PAC-R	KG	18,000
23.	HP Fluid loss reducer	KG	35,000
24.	XCD	KG	15,000
25.	Biocide	L	6,000
26.	CaCO3 (M)	KG	40,000
27.	CaCO3 (F)	KG	40,000
28.	Defoamer	L	15,000
29.	Polyamine-Chloride free	L	60,000
30.	Polymeric Sealing agent	L	45,000
31.	HP Lubricant	KG	45,000
32.	Oxygen Scavenger	L	6,000
33.	NIF (500 psi)	KG	30,000
34.	Potassium Sulphate	KG	70,000

ANNEXURE-XVI

Stock of Chemicals required for Completion of Mobilization

SL No	Name of Chemical	Unit	Quantity
18.	Caustic Soda	KG	20000
19.	CP Glycol	L	50000
20.	ROP enhancer	L	75000
21.	Encapsulating polymer	KG	15000
22.	PAC-R	KG	25000
23.	HP Fluid loss reducer	KG	50000
24.	XCD	KG	20000
25.	Biocide	L	8000
26.	CaCO3 (M)	KG	50000
27.	CaCO3 (F)	KG	50000
28.	Defoamer	L	20000
29.	Polyamine-Chloride free	L	70000
30.	Polymeric Sealing agent	L	60000
31.	HP Lubricant	KG	50000
32.	Oxygen Scavenger	L	5000
33.	NIF (500 psi)	KG	40000
34.	Potassium Sulphate	KG	90000

ANNEXURE-XVII

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

I _____ S/o_____ having permanent residence at _____ Dist. _____ am working with M/s. _____ as their employee. Now, I have been transferred by M/s. _____ for carrying out the contract job under Contract No. _____ which has been awarded in favour of my employer M/s. _____.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. _____.

1 am an employee of _____ for all practical purposes and there is no privy of Contract between OIL and me.

------- Signature

Place:

Date:

Witness:

1. NAME:

   DESIGNATION:

   DATE:

2. NAME:

   DESIGNATION

   DATE:

END OF TENDER DOCUMENT

&&&