



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

CONTRACTS DEPARTMENT
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E-mail: contracts@oilindia.in
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FORWARDING LETTER

Sub: IFB No. CDG5781P24 for ‘Hiring enhanced Real-Time Monitoring & Analytics Center (e- RTMAC) for monitoring drilling operations in 18 (Eighteen) Rigs of OIL with a provision to hire the service for additional rigs, along with associated application software and hardware including personnel, for a period of 04 (Four) years.’

Dear Sirs,

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 through OIL’s e-procurement site for **‘Hiring enhanced Real-Time Monitoring & Analytics Center (e- RTMAC) for monitoring drilling operations in 18 (Eighteen) Rigs of OIL with a provision to hire the service for additional rigs, along with associated application software and hardware including personnel, for a period of 04 (Four) years.’** One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG5781P24
(ii)	Type of Bidding	:	Online open Global e-Tender: Single Stage-Two Bid System
(iii)	Tender Fee	:	Not Applicable
(iv)	Bid Closing Date & Time	:	26.03.2024 at 11:00 Hrs (IST)
(v)	Technical Bid Opening Date & Time	:	26.03.2024 at 14:00 Hrs (IST)
(vi)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.

(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(viii)	Bid Opening Place	:	Office of Chief General Manager-Contracts Contracts Department, Oil India Limited, Duliajan -786602, Assam, India.
(ix)	Bid Validity	:	120 (one hundred twenty) days from Bid Closing date
(x)	Mobilization Time	:	As defined in the tender
(xi)	Bid Security Amount	:	Rs. 4.53 Crore or USD 0.55 million
(xii)	Bid Security Validity	:	21.12.2024
(xiii)	Amount of Performance Security	:	5% of annualized total contract value
(xiv)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
(xv)	Location of job	:	Assam & Arunachal Pradesh with a provision to utilize the service in other spheres of OIL.
(xvi)	Duration of the Contract	:	04 (Four) years
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 30.0 of Part-3, Section-I (General Conditions of Contract).
(xviii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xix)	Bids to be addressed to	:	Chief General Manager-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xx)	Pre-Bid conference	:	Shall be held tentatively on 02 nd week of March'2024
(xxi)	Last Date of receipt of Queries	:	07.03.2024

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India

(<http://www.cca.gov.in>). Digital Signature Certificates having “Organization Name” field other than Bidder’s Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

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.

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

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

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

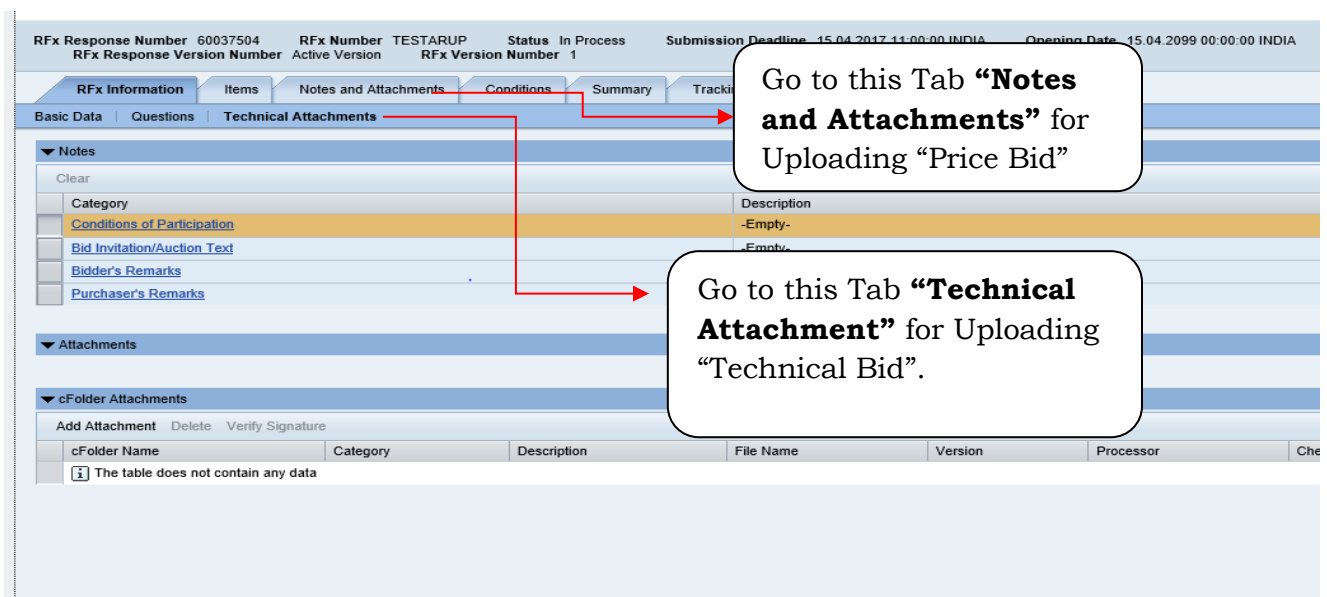
The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

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

- 3.2 For participation, applicants already having User ID & Password for OIL’s E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL’s E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.
 - 3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL’s E-Tender site <https://etender.srm.oilindia.in/irj/portal>.
 - 3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.3 Parties, who do not have a User ID, can click on Guest login button in the E-portal to view and download the tender. The detailed guidelines are available in OIL’s E-Procurement site (Help Documentation). For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807171/7192.

- 3.4 The link to OIL’s E-Procurement Portal has been provided through OIL’s web site (www.oil-india.com).
- 4.0 Bid should be submitted online in OIL’s E-Procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) (Server Time) at the office of the GM-Contracts (HoD) in presence of the authorized representatives of the bidders.
- 5.0 The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab. Bidder should note that no pricing information is furnished in the "Technical Attachment" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.
- 6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.

8.0 **SCREEN SHOTS**



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

Note:

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

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

The screenshot shows the 'Create RFX Response' interface. At the top, there are navigation buttons: Submit, Read Only, Print Preview, Check, Technical RFX Response, and Close. Below this, the RFX Response Number is 60038748 and the RFX Number is also 60038748. The RFX Owner is BHARALI and the Total Value is 0.00 INR. The 'RFX Information' tab is selected, showing 'Basic Data', 'Questions', and 'Technical Attachments'. Under 'Event Parameters', the 'Currency' is set to 'Indian Rupee', 'Detailed Price Information' is 'No Price', and 'Terms of Payment' is empty. A 'Total Bid Value' field is highlighted in yellow. Three callouts provide instructions: 'Bidder to select the currency of the Response' points to the Currency dropdown; '“Total Bid Value” is mandatory in “No Price” RFX only' points to the Detailed Price Information dropdown; and '“Total Bid Value” considering all the taxes & duties.' points to the Total Bid Value input field.

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

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the “Price bidding Format”.

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

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

12.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall

be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

- 13.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached Proforma-IX.
- 14.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 17.03.2023 available in OIL's website: www.oil-india.com.
- 15.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/ contract.
- 16.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- 17.0 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:

- 17.1 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.
- 17.2 "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.
- 17.3 "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

17.4 The beneficial owner for the purpose of para 17.3 above will be as under:

17.4.1 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;

17.4.2 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;

17.4.3 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;

17.4.4 Where no natural person is identified under 17.4.1 or 17.4.2 or 17.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

17.4.5 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.

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

17.6 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.

17.7 **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.

17.8 If the undertakings viz. **Exhibit-I, Exhibit-II and Exhibit-III** 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.

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

(KAUSHIK DAS)
MANAGER CONTRACTS (O&G)
For CGM (CONTRACTS) (HoD)
For RESIDENT CHIEF EXECUTIVE

Date: 26.02.2024

PART-I: INSTRUCTIONS TO BIDDERS**1.0 ELIGIBILITY OF THE BIDDER:**

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

2.0 BID DOCUMENTS:

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
 - b) Instructions to Bidders (ITB), (Part-1)
 - c) Bid Evaluation Criteria (BEC), (Part-2)
 - d) General Conditions of Contract (GCC) : (Part-3, Section-I)
 - e) Terms of Reference/Technical Specification, (Part-3, Section-II)
 - f) Special Conditions of Contract, (Part-3, Section-III)
 - g) Schedule of Rates, (Part-3, Section-IV)
 - h) Safety Measures (SM) : (Part-4)
 - i) Integrity Pact (IP) : (Part-5)
 - j) Bid Form : Proforma-I
 - k) Statement of Non-Compliance : Proforma-II
 - l) Authorisation for Attending Bid Opening : Proforma-III
 - m) Proforma of Letter of Authority : Proforma-IV
 - n) Format of Bid Security: Proforma-V
 - o) Proforma for E-Remittance : Proforma-VI
 - p) Format of Performance Security : Proforma-VII
 - q) Agreement Form : Proforma-VIII
 - r) Format of Undertaking by Bidders towards submission of authentic information/documents : Proforma-IX
 - s) Certificate of Compliance of Financial Criteria : Proforma-X
 - t) Commercial Check List: Proforma-XI
 - u) Undertaking towards submission of Bank Guarantee: Proforma-XII
 - v) Undertaking by TPI (Proforma-XIII)
 - w) Undertaking towards Purchase Preference (Proforma-XIV)
 - x) Financial Turnover and Net-worth (Proforma -XV)
 - y) Technical Evaluation Sheet for BEC-BRC & others
 - z) Other Annexures, Appendices, Exhibits & Checklists
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political

environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

4.0 AMENDMENT OF BID DOCUMENTS:

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

5.0 PREPARATION OF BIDS:

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 Documents comprising the bid: Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:
 - (A) Technical Bid (to be uploaded in "Technical Attachments" tab):
 - a) Complete technical details of the services offered.

- b) Documentary evidence established in accordance with Clause No. 9.0.
- c) Bid Security-
- d) Copy of Bid Form without indicating prices in Proforma-I.
- e) Statement of Non-compliance as per Proforma-II.
- f) Copy of Priced Bid without indicating prices.
- g) Integrity Pact digitally signed by OIL's competent personnel as Part-5.
- h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

(B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

Note: The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

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

7.0 BID PRICE:

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

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

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including other cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 CURRENCIES OF BID AND PAYMENT:

The 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. Indian Bidders are to quote their price in INR only. If any Indian bidder quote 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. 21.0 of ITB.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

10.0 BID SECURITY:

10.1 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 10.8.

10.2 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-V) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

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

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

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 p.m. (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. 10.8** 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. 11.0** 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.

10.3 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.

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

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

10.6 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. 27.0 below is furnished.

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

10.8 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.
- 10.10 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).
- 10.11 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.
- 10.12 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

11.0 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.

Note:

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 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 Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

Note:

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 Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/ JV bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary/JV partner (whichever applicable) will be eligible for the benefits (Purchase Preference) reserved for MSEs provided the supporting company for technical and financial strength is/are also an MSE(s).

12.0 PERIOD OF VALIDITY OF BIDS:

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

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

13.0 SIGNING & SUBMISSION OF BIDS:**13.1 Signing of bids:**

13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class-3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and 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 shall be submitted by bidder.

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

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

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

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

13.2 Submission of bids:

The tender is processed under Single Stage Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should

be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts (HoD), Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

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

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

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

14.0 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.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 15.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.
- 15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment from participation in future tenders of OIL.

18.0 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.

19.0 BID OPENING AND EVALUATION:

- 19.1 Company will open the Bids, including submission made pursuant to clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at

the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

- 19.2 In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.
- 19.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.4 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Securing Declaration and such other details as the Company may consider appropriate.
- 19.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company’s right or the bidder’s obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

20.0 OPENING OF PRICED BIDS:

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

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

21.0 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.

22.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

22.1 Discounts/Rebates:

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

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

22.2 Loading of foreign exchange

There would be no loading of foreign exchange for deciding the inter-ranking of domestic bidders.

22.3 Exchange rate risk: Company will not compensate for any exchange rate fluctuations in respect of the services.

22.4 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.

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.6.

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

24.0 AWARD OF CONTRACT:

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

25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

26.0 NOTIFICATION OF AWARD:

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

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

27.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks 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-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.

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

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

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.

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia

Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

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

- 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.

27.7 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..

28.0 SIGNING OF CONTRACT:

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

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

28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

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

30.0 MOBILISATION AND ADVANCE PAYMENT:

- 30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 30.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

31.0 INTEGRITY PACT:

- 31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Part-5 of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.
- 31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of 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.
- 31.4 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Ram Phal Pawar, IPS (Retd.)
E-mail: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in
 - b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com
 - c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India
E-mail: ams057@gmail.com

32.0 LOCAL CONDITIONS:

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

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

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

34.0 GOODS AND SERVICES TAX:

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

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

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

34.3 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.

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

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

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

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

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

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

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

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

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

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

34.12 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.

BID EVALUATION CRITERIA (BEC)

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

2.0 TECHNICAL EVALUATION CRITERIA:**2.1 EXPERIENCE:**

The bidder should have successfully executed and completed at least 01 (One) contract of minimum 02 (Two) year duration with any E&P company (Companies involved in Exploration & Production of Oil & Natural Gas), of providing '**Real-Time Data Aggregation and Real-Time Data Analytics Services**' for simultaneous monitoring of real time operation in multiple drilling rigs [minimum 09 (Nine) numbers] with personnel, using any version of their offered software, in the last 07 (Seven) years to be reckoned from the original bid closing date of this tender.

Notes to BEC Clause 2.1 above:

I. Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 2.1 of the tender, can also quote under the categories listed below:

a. **ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 2.1 can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its wholly owned subsidiary [supporting company]. 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-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.

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 format enclosed as **Annexure-A**)

between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-B** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

b. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF 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. 2.1 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 same ultimate/holding parent company

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.

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, their ultimate parent/holding company, along with the technical bid.

Note: In case of a/b 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 following:

i. Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at PROFORMA-K), 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.

ii. In cases where the supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company. In such case bidding company shall furnish an undertaking that their subsidiary/parent/ sister company (i.e. the

supporting company) is not having any Permanent Establishment in India in terms of Income Tax Act of India.

iii. A certificate from the statutory Auditor of the bidding company/ Certificate from a practicing Chartered Accountant, 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.

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

c. 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 2013/Companies Act 1956 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. 2.1

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. 2.1.

Note:

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, if awarded.

B. The JV or its member (as the case may be) shall not rely 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.

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

iii. Members of the JV are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected.

II. Bidders quoting on the technical strength of Parent/Subsidiary/Sister Subsidiary/ Co-Subsidiary experience/Joint Venture Constituents (as applicable) (who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per Annexure-D in this respect to be submitted as part of technical bid.

III. For proof of requisite Experience (refer Clause No. 2.1), the following documents/ must be submitted along with the bid:

A. Contract document / Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work

B. Job Completion Certificate/SES (Service Entry Sheet)/Certificate of Payment (COP) showing:

- (i) Nature of job done and Work order no./Contract no.
- (ii) Contract period with contract start date and end date.
- (iii) Quantity of Rigs

OR

Any other document(s) which can substantiate the experience.

IV. Following work experience will also be taken into consideration:

(i) If the bidder has executed contract in which work defined above is also a component of the contract.

(ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date and meets the minimum quantum/period prescribed in the BEC, prior to original bid closing date.

(iii) If the bidder is executing work mentioned under Clause 2.1 above, which is still running but meets the minimum quantum/period prescribed in the BEC, prior to original bid closing date.

For proof of work experience against Para IV. above, to satisfy i) work defined above ii) minimum prescribed period & nos. of rigs iii) prescribed period of 07 years, bidder(s) must submit the Contract Document/LoA/Work Order showing details of work along with breakup of executed work and its period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed work must be certified by the end user and must be supplemented with a certificate clearly specifying the period &

nos. of rigs, issued by end user or a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

- V.** In case requisite experience is against **OIL's Contract**, the bidder need not submit requisite documentary evidence but must categorically specify OIL's Contract Number and date against which they have executed the work.
- VI.** Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) or Job Completion Certificate are not acceptable as evidence of experience.
- VII.** Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/period, as stipulated under Clause Nos. 2.1 will only be treated as acceptable experience.
- VIII.** 'Work' executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.
- IX.** Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.
- X.** Bidder should submit copies of the Real-Time reports (minimum 02 (Two) nos.) for confirmation of complete visualization and all drilling data analytics from any version of their offered software covering complete scope of work. In case all KPI's as detailed in Annexures are not used in one contract/engagement, bidder has to submit the proof of execution of each /clubbed KPI's for a drilling rig, in last 07 (Seven) years to be reckoned from the original bid closing date of this tender.
- 2.2** Bidder should offer the latest version of commercial proven software(s). Prototype system or sub-system (Software and analytics) of an experimental nature shall be rejected out rightly. Vendor shall submit commercial launch specification sheets and software release notes to prove compliance against this point.
- 2.3** With regards to provision of software for Drilling Data Aggregation and Analytics the bidder shall be:
- i. Independent Developer cum Service Provider of the 'Drilling Data Aggregation and Analytics software' proposed for implementation ('Independent Developer cum Service Provider' is defined as the company or subsidiary of a company that owns the proposed software's IPR, holds the software's licensing rights and controls the software development cycle and also provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using their own software).
- OR
- ii. Independent Service Provider ('Independent Service Provider' is defined as a company that provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using software licenses sold or leased

to it by an 'Independent Developer' of the offered software proposed for implementation).

- 2.4** If the bidder is an 'Independent Developer cum Service Provider', then he should submit an undertaking for their offered license(s) software(s) to the effect that, the offered solution has an option to customize the algorithms, logics and matrices as per the KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements, as desired by COMPANY.

To prove that the bidder is an 'Independent Developer' of the offered software, he shall furnish certificate from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of their company.

If the bidder is a subsidiary of the 'Independent Developer', then he is required to submit the proof of it being a subsidiary of the Independent Developer along with their bid submission like Letter of Authorization as subsidiary from the Parent company.

- 2.5** In case Bidder is only an Independent Service Provider, he should have required license/s for their offered software/s solutions valid throughout the contract period. Bidder should also submit undertaking from the owner of the offered license/s software/s to the effect that the offered solution has an option to customize the algorithms, logics and matrices as per KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements as desired by the COMPANY.

To prove that the bidder is authorized to use the offered software, he shall furnish a back- up Letter of Authorization from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of the company from OEM or Developer stating that, the bidder is authorized to use the software during the duration of the contract and that the OEM or independent developer shall provide sufficient backup support during the currency of the contract.

- 2.6** Bidder must bid for the entire project of setting up the eRTMAC solution as per scope of work(SOW)as defined under this tender under turn-key basis which amongst others shall include necessary hardware, software, sensors, communication systems, display systems, audio/visual system, AMC, training, installation and commissioning, all internal fittings, furnishing (soft and hard) etc. The project shall also involve developing Data QC logic, customizing dashboards, integrating with third party software (new as well as existing). Incomplete bid in this regard shall be rejected. Bids submitted for part of the work will be rejected.

- 2.7** OIL reserves the right to ask the participating bidders to display their functional capabilities of the application and shall demonstrate each of the workflows as per SOW during technical evaluation of the bid prior to Price bid opening.

During the demonstration, if the offered application fails to meet the functional requirements, objectives, scope and other requirements set forth in the SOW as defined under this tender, such bid shall be rejected.

2.8 MOBILIZATION & COMMISSIONING:

Bidder shall confirm in their bid to comply with Mobilization & Commissioning scheduled indicated hereunder:

Mobilization and Commissioning of 18 (Eighteen) rig site packages shall be done lot wise in 03 (Three) lots. Mobilization and Commissioning of Drilling Command Center (DCC) along with the first lot of 06 (Six) rig site packages shall have to be completed within 120 (One Hundred and Twenty) days from the date of issuance of LOA. Mobilization and Commissioning of the second lot of 06 (Six) Rigs shall be completed within 180 (One Hundred and Eighty) days from the date of issue of LOA.

Mobilization and commissioning of third lot of 06 (Six) Rigs shall be completed within 60 (Sixty) days from the date of issue of Mobilization Notice.

3.0 FINANCIAL EVALUATION CRITERIA:

- 3.1** Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years reckoned from the original bid closing date should be at least Rs. 28.30 Crore or USD 3.39 million.
- 3.2** Net worth of the bidder must be Positive for the financial/accounting year preceding the original bid closing date.

Note:

- i. Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation 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).
- ii. 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, then documents need to be submitted along with the technical bid in support of the following:

- (i) Annual Turnover from operation of last three accounting years of the parent/ultimate parent/holding company (supporting company) shall be as per Clause 3.1 above.
- (ii) Net worth of the parent/ultimate parent/holding company (supporting company) shall be positive for the accounting year preceding the original bid closing date as per Clause 3.2 above.
- (iii) **Corporate Guarantee (PROFORMA-XIX)** 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, and
- (iv) A certificate from the statutory Auditor of the bidding company/ Certificate from a practicing Chartered Accountant, 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** In case the bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then documents need to be submitted along with the technical bid in support of the following:

- (i) Annual Financial Turnover from operation of the member having more than 50% stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date shall be as per Clause 3.1 above.
- (ii) Net worth of the member having more than 50% stake in the JV (supporting company) should be positive for the financial/accounting year preceding the original bid closing date.
- (iii) **Corporate Guarantee (PROFORMA-XX)** 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 subsidiary company for executing the project / job in case the same is awarded to them, and
- (iv) A certificate from the statutory Auditor of the bidding company/ Certificate from a practicing Chartered Accountant, 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.

Further, an undertaking from the Joint Venture partner (based on whose financial strength bidder is bidding) shall be submitted along with the techno commercial bid stating that they shall maintain more than 50% shareholding in the JV till the execution of the contract.

Notes to BEC Clause 3.0 above:

- 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) Audited Balance Sheet along with Profit & Loss account.
OR
 - (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Proforma-XIV**.

Note :

- i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.
 - ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR/USD, the bidder shall have to convert the figures in equivalent INR/USD considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR/USD. 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.
- 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 financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**.

- 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 bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 3.1 & 3.2.

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 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 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. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 4.3 Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount and 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 "**Part-5/Integrity Pact**" of the tender document. This Integrity Pact proforma has

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

- 4.14** 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 undertaking towards compliance of above as per the prescribed formats (Appendix-1 & Appendix-2) along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.
- 4.15** 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.

5.0 PRICE EVALUATION CRITERIA:

- 5.1** Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive.
- 5.2** Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.
- 5.3** 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.
- 5.4** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.5** 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.
- 5.6** 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.

- 5.7** In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 5.8** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the **Total quoted price inclusive of all liabilities including quoted GST (CGST & SGST/UTGST or IGST).**
- 5.9** 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.
- 5.10** 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 (CGST & SGST/UTGST or IGST).
- 5.11** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made. Priced Bids shall be evaluated taking into account the rates quoted by the bidders in the PRICE BID FORMAT (Proforma-B) by taking into account the summation of the following:

Bids shall be evaluated on overall lowest cost to OIL for the services including GST (CGST & SGST/UTGST or IGST) i.e. L1 offer shall be determined considering the lowest quoted price in PART-III which shall be combination of PART-I and PART-II (as listed below).

PART-I: DRILLING COMMAND CENTER - eRTMAC FOR DRILLING OPERATIONS AT FHQ

The total estimated contract cost for "PART-I" for 04 (Four) years inclusive of all taxes & duties [including all applicable GST components] is:

Total PART-I = A1+A2+A3+A4 +A5

Where,

A1 = Total Mobilization cost of Decision Support Center for eRTMAC at FHQ for 04 Years (includes mobilization cost of personnel & commissioning charge of DCC as per scope of work)

A2 = Total De-Mobilization cost of Decision Support Center for eRTMAC at FHQ (includes de-mobilization cost of personnel & de-commissioning charge of DCC as per scope of work)

A3 = Total Operating Charges (for DCC Hardware, Personnel including Rig site maintenance support personnel)

A4 = Total cost of integration of eRTMAC software with OIL ERP.

A5 = Total cost of Cloud Server License (Application Software) for 04 Years (includes license and infrastructure costs)

PART-II: RIG-SITE PACKAGES – eRTMAC FOR DRILLING OPERATIONS

The total estimated contract cost for “PART-II” for 04 (Four) years inclusive of all taxes & duties [including all applicable GST components].

Total PART-II = B1

Where,

B1 = Total cost of 18 (Eighteen) rig-site package (excluding GST) (includes mobilization, operating charges for four years, standby charges, interim mobilization, interim demobilization and demobilization).

PART-III: Grand Total Contract Cost (Part-I + Part-II) inclusive of all taxes & duties

= **Total (PART-I) + Total (PART-II)**

NOTE: The above items are defined in Schedule of Rates/Price bid format.

- 5.12** 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.

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

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

- 5.14** 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.

- 5.15 CUSTOMS DUTY:** 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 @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.

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

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 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. 02/2022-Customs dated 01.02.2022 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. 02/2022-Customs dated 01.02.2022, 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 as per 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.

Note: The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

6.0 GENERAL:

- 6.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 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/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. 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 bidding document elsewhere, 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** 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.
- 6.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

7.0 PURCHASE PREFERENCE CLAUSE:

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

Note: Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/JV bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary/JV Partner (whichever applicable) will be eligible for the benefits (Purchase Preference) reserved for MSEs provided the supporting company for technical and financial strength is/are also MSE(s).

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-DL-E-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

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.

7.2 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.

Note:

- a. Services under this tender is not splittable.
- 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 higher than that of the L1 bidder.

8.0 THIRD PARTY INSPECTION:

8.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. DNV Inspection India Pvt. Ltd.,	a. amr.el-shirbini@dnv.com b. sherif.helmy@dnv.com c. raikar.rajesh@dnv.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhavar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

8.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate as per **Proforma XIII** 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/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

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

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

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

- **General Requirement (as applicable):**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
- **Additional Documents : (If applicable against the tender)**

- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern.
- **Technical Criteria**
- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- **Financial Criteria**
- Check and verify Audited Balance Sheet/CA certificate.
- To check the Line of Credit, if incorporated in the tender.

Note: If any documents LOI/LOA/Contracts, etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency. Further TPI Verification and certification is not required for financial documents having Unique Document Identification Number (UDIN). Self-Undertaking furnished by the bidder in support of their bid may not be TPI verified.

9.0 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 dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per Proforma-IX.

10.0 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.

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

GENERAL CONDITIONS OF CONTRACT (GCC)**1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per

CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

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

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as 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 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

OR

b. Any scheduled bank in India or from International bank 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 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

- 12.1 **Claims:**** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees

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

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

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

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

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the 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 filed under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

12.4.8 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

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

14.0 INSURANCE:

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

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

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

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

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

14.5 Certificate of Insurance:

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

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

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

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

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

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

14.9 Principal Assured:

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

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and/ Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

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

loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 16.0** **LIMITATION OF LIABILITY:**
- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the

CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost

shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

24.0 SUBCONTRACTING/ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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 SET-OFF:

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

33.0 WITHHOLDING:

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
 - i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

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

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

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

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in 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-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

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

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

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

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

38.0 POLLUTION AND CONTAMINATION:

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

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-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 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):**

- 1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
- 2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- 3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
- 4) The number of arbitrators and the appointing authority will be as under:

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

- 5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- 6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 7) Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

- 8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)
- 9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (a) 20% of the fees if the claimant has not submitted statement of claim.
 - (b) 40% of the fees if the pleadings are complete
 - (c) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- 10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

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

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

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

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

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause

and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter

- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

42.4 Resolution of disputes through conciliation by OEC

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

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

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

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

dealing with bid/contract/bidder/CONTRACTOR.

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

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

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

However, COMPANY shall be at liberty to give the Receiver or Liquidator or

Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- 44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].
- 44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety 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.

PART-3 (SECTION-II): SCOPE OF WORK/TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION:

1.1 Background

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

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

1.2 Drilling operations at FHQ

OIL has already established a real time Drilling operational monitoring centre at FHQ, Duliajan. Now OIL intends to scale up the real-time drilling data flow to its FHQ covering all the present Rigs with an option to include additional Rigs incase new Rigs are added to the already existing fleet. This proposed state-of-the-art real-time drilling operations center to visualize and monitor drilling data and for management of real-time data for drilling analytics of its drilling rigs operating Pan India with Data acquisition, aggregation, transfer, visualization and analytics is required for the drilling rigs on a 24x7 basis.

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

1.3 Solution Description

OIL intends to establish real-time drilling data flow to its FHQ, to set up a state-of-the-art real-time drilling operations center to visualize and monitor drilling data and for management of real-time data for drilling analytics of its drilling rigs operating in the north-east region of India. Data acquisition, aggregation, transfer, visualization and analytics is required for the drilling rigs on a 24x7 basis.

The solution should be provided in SaaS (Software-as-a-Service) model to Oil India Limited, meeting all the functional requirements, objectives, scope and other requirements set forth in this document.

The CSP (Cloud Service provider) for the SaaS model should be MEiTY(Ministry of Electronics and Information Technology) empaneled.

The envisaged enhanced Real Time Monitoring & Analytics Center for Drilling Operations (eRTMAC) will increase collaboration, decision making, allow management by exception and accelerate learning by enabling:

- 24x7 support for drilling
- Easy access to experts for advice and escalation
- Structured collaboration with technology partners
- Open, visual and collaborative environment
- Real time access to and analysis of drilling, geology and equipment data
- Standardized diagnostic tools and processes.
- Easy access to repository of drilling/well information
- Comparative benchmarking and ILT
- Real Time Drilling predictive analytics
- Post well action reviews
- Drilling Analytics

This enablement will lead to lower drilling costs, greater production/ recovery, increased profit and safer drilling operations for OIL on account of lower NPT (Non-Productive Time), reduced trips, higher ROP (Rate of Penetration), improved wellbore quality and faster response to new drilling information/events.

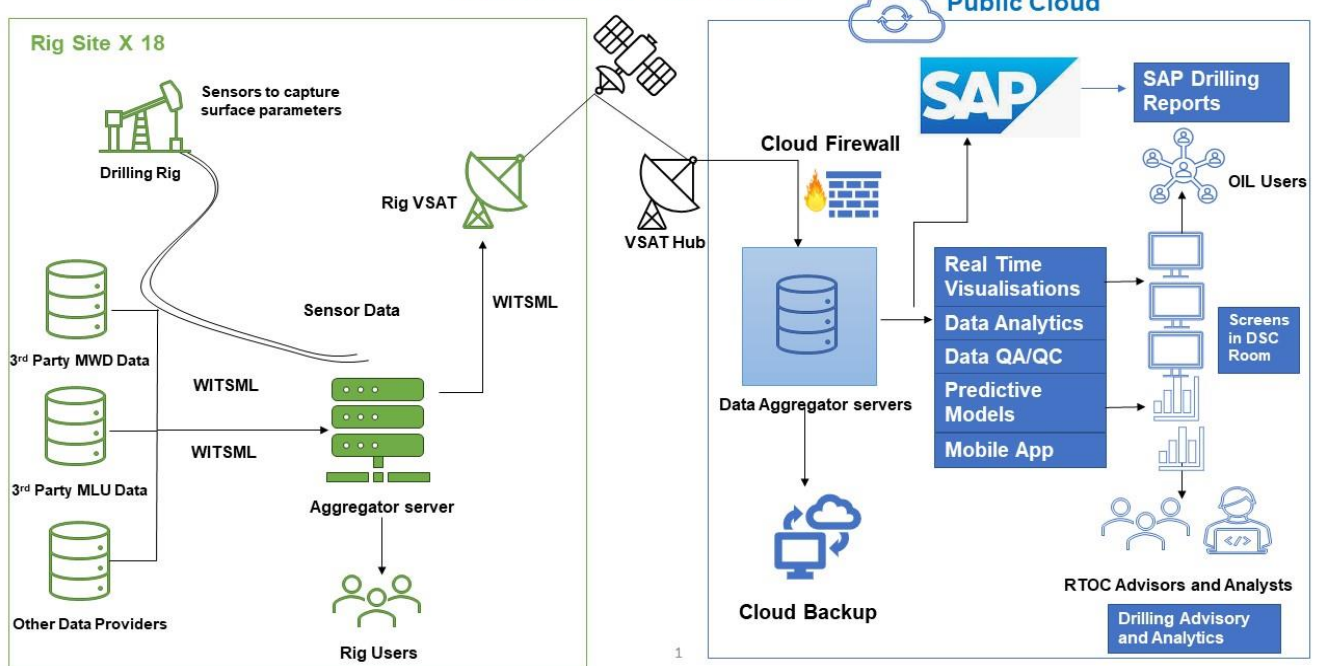
In order to set up an effective drilling eRTMAC, OIL wishes to partner with a service provider who shall ensure rig-site data collection, data transmission to application hosted on CSP data centre, data visualization and analytics centre in the drilling command center at FHQ as per the scope of work as defined in the document.

For the Decision Command Centre(DCC) for data visualization and analytics, a room will be provided by OIL, in which the vendor must carry out interior design and facilitate as per scope of work. Details of the proposed room is available as Annexure –II in this document.

1.4 eRTMAC Scope of Work Overview / Description of Service Requirement

The scope of work is for provisioning 24 x 7 rig site data collection and aggregation, data communication and transmission system to application hosted on CSP data centre, data management, monitoring, analytics, reporting, setting up of a decision command center(DCC), provision of training and capability building in order to support the Drilling Operations at OIL. Simultaneous real-time monitoring and analytics for upto 18(eighteen) drilling rigs operating for OIL in the north-east of India, over a period of four (4) years are in firm scope. However, as per OIL requirement the service may be extended to other OIL operational area. The Decision Command Center – DCC (including all hardware such as screens, workstations, network switches–etc.) shall be designed and constructed to support simultaneous real-time monitoring and analytics. It is envisaged to provide a comprehensive data aggregation system solution and services, that comprises surface data from service provider provided instrumentation, sub- surface data related to the well profile from third party services such as MWD, LWD, Mud-logging, Wireline logging and including Cementing Unit data. These data will be available in industry standard format WITS/ WITSML (WITSML: Well site Information Transfer Standard Mark-up Language). The data will be transferred in real-time to application hosted on CSP data centre using service provider provided V-SAT at rig. System should be able to automatically capture each activity based on the field proven automated intelligence algorithms, logics and matrices. System should be able to archive all data in a hierarchy and should be capable of streaming data (field wise, well wise, hole size wise etc.) and further be able to provide the analytics as and when required from stored historical data as desired. System should be able to provide real-time/historical Data analytics & visualization services for all the above data. The likely technical architecture for eRTMAC proposed is shown below:

Technical Architecture



All Hardware & Software required during the operation are in the scope of the service provider and shall be on rental basis for the entire duration of the contract. Service provider's material will be returned after the completion of the contract.

During the contract period, the entire acquired data shall be progressively archived, in standard future usable format (WITSML) for visualization & analysis, on cloud servers on one of the selected CSP (Cloud Service provider). Service provider will be responsible for procuring, operating and maintaining the cloud servers during the contract period and for transferring the analytical data along with associated drilling data to OIL at the end of the contract period in a standard future usable format as per mutual agreement with OIL.

In addition, the data acquired in the current eRTMAC setup at FHQ, Duliajan from 6 chartered hired rigs has to be uploaded/integrated in the new eRTMAC setup at the end of the contract period, which is in September 2026. Additionally, all the 06(Six) Rigs real time data aggregation and data transfer to be roll over to the contract awarded under this tender once intimation/instructions is received from OIL.

NOTE: The Service provider must arrange for the required migration software/tools etc to facilitate the OIL's requirement ensuring integrity and security of the data.

2.0 eRTMAC Functional & Technical Requirement

The functional & the technical requirements of the solution are broadly layout in the table below:

Sl. No.	Functional Requirement
A	Rig Site Data Collection and Aggregation
B	Data Communications and Transmission Systems

C	<i>Data Management, Monitoring, Analytics and Reporting</i>
D	<i>FHQ Drilling Command Center Set Up</i>
E	<i>Training and Capability Building</i>
	Technical Requirement
F	<i>Rig Site Data Collection and Aggregation</i>
G	<i>Rig site Electrical Requirements</i>
H	<i>Data Communications and Transmission Systems</i>
I	<i>Data Management, Monitoring, Analytics and Reporting</i>
J	<i>FHQ Drilling Command Centre</i>

Rig Site Data Collection and Aggregation

A	FUNCTIONAL REQUIREMENTS: Rig Site Data Collection and Aggregation
1	<p>Service provider must supply, install, operate and maintain requisite sensors to collect the following surface parameters, uninterrupted, on a 24 x 7 basis:</p> <ol style="list-style-type: none"> a) Hole Depth b) Bit Depth c) Block Height d) Pump (SPM): Individual and Sum e) Rotary speed (RPM) for Top Drive /Kelly Drive, as applicable f) Rotary Torque for Top Drive /Kelly Drive as applicable g) Stand-Pipe Pressure (SPP) h) Pit Level/Volume: Individual and sum (up to 8 pits) <ul style="list-style-type: none"> • Active Pit / Tank Each Mud Pit /Tank • Individual Mud Pit/ Tank • Sensors to be provided in all the partitions of mud tanks individually. i) Mud Weight IN/OUT Volume j) Combustible Gas and H2S Gas k) Casing Pressure l) Trip Tank Level/Volume m) Mud Flow Rate IN/OUT n) Mud Temperature IN/OUT o) Tong Line pull p) Kill Line Pressure (During Well Control activities)

	q) Cementing Unit Data during Cementation.
2	<p>Service provider should provide adequate sensors and hardware/software to be able to measure/calculate (at the rig site) the following parameters on a 24 x 7 basis:</p> <ul style="list-style-type: none"> a) Drilling rate (ROP) b) Weight on Bit (WOB) c) Weight on Hook (WOH) d) Mud Loss / Gain e) Overpull during tripping f) Lag Time Parameters g) Make up Torque (during make-up and running of drilling string/BHA and casing string). h) Dc-Exponent (subject to availability of MWD data at rig site) i) Pressure Gradient (subject to availability of MWD data at rig site) j) Formation lithology (From MLU)
3	<p>Service provider must supply, install, operate and maintain the following:</p> <ol style="list-style-type: none"> 1. Hot redundant data aggregation server. 2. One (01) hazardous area zone certified Touch screen HMI (Human Machine Interface) for all time viewing of the drilling parameters/analytics recommendation. For rigs with driller cabin the HMI to be placed inside the driller's cabin at rig floor & the rig without driller's cabin the HMI to be placed inside the Doghouse. For in-house rigs with company manpower, suitable keyboard & mouse shall be provided with HMI for IADC report entry. Service provider must supply suitable mounting for the HMI along with keyboard & mouse as per site requirement. 3. Client Terminals: The client terminals shall be used for viewing of the real-time drilling parameters. <ul style="list-style-type: none"> a) For charter-hired rigs & in-house rigs with Man-Management Contract (O & M), Two (02) Client Terminals one at Drilling in-charge office & one at Tool pusher's office. b) For in-house rigs with company manpower, One (01) Client Terminal at Drilling in-charge office. As on date 04(Four) Rigs are under own company personnel. <p>Note: The rig site eRTMAC system shall have provision for updating IADC reports at each HMI & client terminals (see Annexure-III for sample IADC report). SERVICE PROVIDER shall bring its own IADC DDR plus compliant reporting software.</p> <p>Oil India shall provide/facilitate with rig providers to supply portable fire extinguisher for the rig site units.</p> 4. VOIP enabled handphones with connectivity for seamless communication with the Decision Command Center (DCC) at FHQ, Duliajan to be provided as under:

	<p>a) For charter hired rigs & in-house rigs with Man Management Contract, one (01) VOIP hand phone at Tool pusher's office and One (01) hazardous area zone certified VOIP handphone at driller's cabin/dog house.</p> <p>b) b) For in-house rigs with company manpower, only one (01) hazardous area zone certified VOIP handphone at Drilling Engineer's cabin/doghouse.</p>
4	<p>Service provider must supply, install, operate and maintain:</p> <p>a) SCR (Signal Condition Rack)/DAS/DAQ (Data Acquisition System) system to provide power to sensors, receive signals from sensors, calibrate data etc.</p> <p>b) Computer systems and software for on-line acquisition, aggregation, and transfer of data from service provider operated sensors and other service providers such as MLUs (Mud Logging Units), MWD/LWD (Measurement while Drilling, Logging while Drilling), Cementing Services, Logging Services and other service providers which shall share the data in industry standard format.</p> <p>c) Adequate electrical equipment to handle power spikes and harmonics from rig power generators.</p>
5	<p>In case the rig service provider's system/equipment is upgraded the Service provider will cooperate and take the data from the upgraded rig system/equipment without any additional cost to OIL.</p>
6	<p>SERVICE PROVIDER has to provide and maintain a fully equipped skid-mounted Cabin to house SERVICE PROVIDER operated redundant data aggregation server, on-line UPS with capacity for two (02) hours power back-up for entire rig-site package, and other associated tools for sensor installation/maintenance. The cabin shall be minimum equipped with followings:</p> <p>a) One (1) no. floor mount Server rack cabinet for mounting the Data Aggregation servers, UPS & other network accessories.</p> <p>b) 02 (Two) no. of AC for adequate Air conditioning having automatic switchover after each 6 hours of continuous operation or as per Service provider assessment.</p> <p>c) Smoke Detection & Alarm System with hooter mounted outside. Minimum two nos. of detector shall be provided.</p> <p>d) DBs, switch boards & lightings.</p> <p>The SERVICE PROVIDER shall ensure its unit complies with standards of OISD/OMR/DGMS safety standards for deployment in hazardous areas, as applicable. The size of the cabin shall be of suitable size to accommodate all the requisite items/equipment with sufficient space for carrying out maintenance works of the items /equipment available inside the cabin. OIL will try to provide space, for the unit, as close to the rig floor as possible (while complying with safety standards). However, SERVICE PROVIDER to provide adequate wiring for unit to be located up to 150 m away from rig floor.</p>

7	<p>The SERVICE PROVIDER's rig-site equipment shall be deployed on drilling rigs. These drilling rigs get hired/de-hired/rehired/moved from one location to another depending upon OIL's requirements. On completion of drilling of a well, completion of hiring period of the rig or due to any other reason at any point of time, the rig site equipment shall be required to be shifted to another location/ another rig/central location for reinstallation or for temporary storage. It shall be the responsibility of SERVICE PROVIDER to dismantle, pack & make the equipment ready for transportation at short notice. OIL shall provide the means of transportation for equipment. Co-ordination with FHQ Drilling Services, new rig site shall be done by the SERVICE PROVIDER for smooth transportation of equipment. Reinstallation at the new location due to rehiring or rig move shall also be the responsibility of the SERVICE PROVIDER including laying of additional cable, fixing of additional accessories, if required, at no extra cost. Also, any shifting required within the same cluster location is also SERVICE PROVIDER's responsibility at no extra cost for shifting. During such changes SERVICE PROVIDER will be responsible for installing, calibrating, maintaining, uninstalling and transporting all sensors, hardware, aggregation systems, skid mounted units etc. during rig-up, rig- down, rig-movement and rig-change with minimum downtime to OIL. SERVICE PROVIDER will also be responsible for management and reliability of LAN at rig sites that will be used for connection with other service companies (MLU, LWD, MWD, Wireline-logging, Cementing</p>
8	<p>OIL shall arrange for transportation of the skid-mounted unit during inter-location movement. SERVICE PROVIDER's personnel are required to be present during loading, unloading and inter- location movement of the unit. OIL shall not be held responsible for any damage of the unit/equipment during inter-location movement.</p>

Data Communications and Transmission Systems

B	<p>FUNCTIONAL REQUIREMENTS: Data Communications and Transmission Systems</p>
1	<p>SERVICE PROVIDER must supply, install, operate and maintain VSAT communication (extended C Band) equipment along with Switches, Routers (with adequate number of LAN, WAN ports), Network Racks etc. as required at all rig sites as well as the FHQ to allow for 24x7 two-way real-time data transfer from rig site to FHQ with minimum 99.5% uptime.</p> <p>The VSAT communication should have minimum pool bandwidth of 10 Mbps 1:1 bandwidth in extended C band. There should not be any site-wise limitation of VSAT bandwidth within the availed pool bandwidth.</p> <p>The backhaul link from the VSAT service provider's Hub to the cloud service provider's data centre should be minimum 10 Mbps.</p> <p>Bidder has to maintain spares of all equipment to support the communication requirements.</p>

2	SERVICE PROVIDER has to provide VOIP enabled handphone and VOIP connectivity at each rig site as well as DCC consoles for seamless communication between rig site and DCC.
3	SERVICE PROVIDER has to provide necessary equipment (e.g. UPS, surge protector etc.) to safeguard their data communications and transmission systems from power surge/lightening etc. The SERVICE PROVIDER has to facilitate UPS power backup for at least 02(Two) hours to manage uninterrupted operations and protect from power failure at rig site -if any. UPS status & parameters i.e. Input voltage & current, output voltage & current, battery voltage etc. shall be hooked up in rig sites' DAS/DAQ for real time monitoring.
4	SERVICE PROVIDER will be responsible for installing, calibrating, maintaining, uninstalling all required VSAT communication system equipment during rig-up, rig-down, rig-movement and rig- change as per COMPANY operational requirements.

Data Management, Monitoring, Analytics and Reporting

C	FUNCTIONAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting at the Drilling Command Center
1	The SERVICE PROVIDER shall provide a solution that can aggregate, transmit and display surface data gathered by SERVICE PROVIDER's sensors and LWD/MWD/MLU etc. data provided by service companies operating on the rig. (See <u>Annexure -IV</u> for details on additional data availability). The software solution provisioned in the cloud service provider's data center should be able to do drilling monitoring, surveillance and data analytics and should be able to provide visualization which assists COMPANY in understanding the real time WITSML feed. It should display all acquired drilling data and integrate the acquired drilling data (i.e. drilling parameters and geological data) in one single visualization display. It should support both private/personal and public visualization display templates.
2	COMPANY needs a solution that would merge Real-Time data coming from rig site with historical stored data(if available & provided by OIL) and be able to quickly optimize various activities e.g., BHA/Bit make-up, ROP, Sliding, Tripping etc.
3	Solution should be able to receive, send and store the data from multiple service providers. All surface data to be acquired, recorded, stored and transmitted at a minimum of 5 seconds with the capability of increase to 1 second if requested ad-hoc. Additionally, some specific engineering applications may also require short periods of acquisition of extremely high-speed raw sensor output at min. 10Hz and so provider must be capable of providing the same. Associated hardware should be able to synchronize the server at all tiers for data transmission.

4	<p>Solution should be able to take input of planned data from DDDP (Depth Data Drilling Program)/GTO/well plan/Directional profile/Litho column/Plan curve for Down hole ECD/ Plan curves for Torque and Drag/Plan days/Inputs on all planned activities for each flat time/Well bore cleaning tool/Cutting bed/Surface Pressures/BHA modeling/Alarm setting for each activity/X-plots etc. in WITSML/LAS/ASCII/CSV. It should be able to take and incorporate images from PDF files. The SERVICE PROVIDER may extract relevant information from such PDF files /images using SERVICE PROVIDER provided manpower at DCC.</p>
5	<p>Solution should be able to create the hierarchy-based data i.e. Company-Field-Area-Well-Hole size, and be able to provide any analytical graphs, patterns and insights between all hierarchical levels for better and quick decision making.</p>
6	<p>Only trusted data is to be delivered to the eRTMAC. SERVICE PROVIDER should offer a solution that will do near real time data QC (Quality Check) by:</p> <ul style="list-style-type: none"> a) Creation of sensor specific data quality checks that take into consideration rig activity. b) Screening incoming WITS0/WITSML data feed taking into consideration the ‘operational state’. <p>The solution should also include a QC visualization layer which will present data QC dashboards and reports to the Data QC professional for dissemination and corrective action.</p> <p>The solution shall enable capture of, for each event/record:</p> <ul style="list-style-type: none"> i System Latency ii Data Presence iii Data Range/validity <p>The solution shall enable capture of, for each ‘operational state’:</p> <ul style="list-style-type: none"> i Bit Position (rate of change) ii Block weight/position <p>See <u>Annexure V</u> for additional notes on data quality, commercial analytics, drilling analytics and visualization requirements.</p>
7	<p>Solution should be able to address & provide real time drilling engineering solutions, including but not limited to, Torque and Drag analysis, Hydraulics Optimization, Parameter Optimization etc.</p>
8	<p>Solution should be able to generate multiple real time trend analysis of actual vs. ideal, provide early dysfunctional symptom detection. Physics and first principle based dysfunctional models are in firm scope.</p>

9	<p>The solution should be able to customize dashboards and display (at all applicable displays – rig floor screen, FHQ-DCC, mobile devices) according to the COMPANY’s requirements.</p> <p>SERVICE PROVIDER should be equipped and have experience of preparation of logs and real time data visualizations in industry standard templates/customized templates as required by COMPANY. SERVICE PROVIDER should be able to present the data in standard logs, logarithmic scale, image log, 2-D and 3-D well profiles and subsurface visualizations.</p>
10	<p>The solution should also help and suggest the benchmarking of different drilling activities for drilling optimization and increasing the efficiency. SERVICE PROVIDER is accountable for providing practical recommendations and is not responsible for implementing them. Implementation to be carried out by COMPANY Drilling team. See Annexure V for additional notes on commercial analytics and drilling analytics</p>
11	<p>The solution should reprocess WITSO/WITSML data via physics-based algorithms to deliver instantaneous rig state and, via OSD (Operational State Detection), automatically derive ‘activities’ from rig state. An automated ‘activity’ will be populated directly from stored and processed WITSO/WITSML data. The service will deliver ‘activity’ code assignment at the phase/task levels using approved COMPANY ‘activity codes’, customizable ‘fixed text remarks’ for all operational tasks and automated identification of NPT/ILT.</p>
12	<p>The solution should offer a reporting and visualization tool that provides unlimited ad-hoc views of the database in both report and dashlet/dashboard formats. The solution should allow the user to develop private and public dashboards using drag-and-drop capabilities without the requirement for specialist input from SERVICE PROVIDER. This will assist in the generation of a ‘visual’ morning/IADC reports.</p>
13	<p>The solution should generate graphical reports using predefined templates. Solution should be able to provide IADC reports, complete well summary reports and end of well reports based on the available analysis data set in detail along with analysis of invisible lost times and issues. SERVICE PROVIDER to bring its own solution/software to generate IADC reports.</p>
14	<p>SERVICE PROVIDER will enable Management Level Reporting and Rig Ranking. These reports will contain information about all COMPANY rigs and is intended specifically for Management to analyze the Rig Service provider’s along with its Drilling Crew’s performance, and third-party Service provider’s performance on a regular basis. The list of KPIs selected for the management scoreboard will be conveyed based on the operational requirement.</p>

15	SERVICE PROVIDER should be able to provide the accurate performance matrices (KPI's) for drilling and flat time (time spent on running and cementing casing, making up BOP stacks/wellheads etc.) operation (Minimum required KPI matrix is attached at <u>Annexure VI</u>).
16	The solution should be able to give accurate and independent KPI comparisons across fields, rigs, wells, hole-sizes and crews.
17	The solution should be able to identify the performance deviations, drilling risks and performance targets (including but not limited to anti-collision risks). While anti-collision risks and associated calculations are to be provided by directional drilling service provider/COMPANY, SERVICE PROVIDER's system must have ability to input offset well data/well plan etc. and must have sufficient algorithms, alarms to trigger alerts in real-time when there is risk of collision.
18	The solution should be able to launch / visualize the real time plots and parameters and engineering models from one single integrated platform. There should not be multiple platforms for visualization of data and analysing engineering models like T&D, Hydraulics, etc.
19	The solution should be able to import the planned data files (trajectory, BHA, Mud properties, sub-surface data, etc) from OIL's existing planning software (EDT suite).
20	<p>The platform should have customized alert creation (on both real time and calculated parameters) functionality as per user's choice with AND/OR/=/<> functionality, sound alerts. The platform should additionally have the following</p> <ul style="list-style-type: none"> • The solution must provide an automated visual and sound alarms and notifications with detail information and recommendations. • The solution must allow users to navigate directly from alarm/notifications to the relevant workflow where alarms/notifications raised. • The solution must allow users to select alarms to be received. • The solution must allow users to select the alarm level when triggered (High, Medium or Low) • The solution must allow to provide "TRUE" or "FALSE" feedback to alarms. • The solution must allow to export all alarms in csv format.
21	The solution should support role-based monitoring i.e., it should support role-based access for users (e.g. admin roles, view only roles)

22	The solution should enable automated alerts to users via mobile application installed in user's personal and official mobile devices (android and iOS)
23	The solution should allow the users to add Annotations in the form of Lesson Learned, Risks and Objectives on the Actual real time graphs.
24	The platform should be able to generate an automatic report (preferably pdf) of important events like stuck pipe, loss, gain, lesson learnt, etc. with snips of real time plots where users can add their comments and observations on the platform itself for management use.
25	The solution should enable users to monitor trajectory and track centre to centre distance between active well and its offset wells without the need to manually import surveys by directly injecting surveys directly from WITSML to predict and provide real-time alerts for collision with adjacent wellbore.
26	The solution should recommend optimized drilling parameters in real time like WOB, ROP and RPM for safe drilling practice.
27	<p>The solution must have an automated hydraulics engine. The minimum requirements are:</p> <ul style="list-style-type: none"> • Being able to automatically compute surface (standpipe pressure) and downhole (ECD) pressures from the real-time data while drilling and tripping. • Being able to automatically calibrate hydraulics outputs on prior knowledge of the mud properties. • Being able to automatically compute pressure difference between pressure profile and mud window boundaries (lower and upper) and generate alarms (influx, wellbore stability, loss, fracture) of these potential issues.
28	<p>The solution must have an automated mud volume balance algorithms for drilling and tripping operations. The minimum requirements are:</p> <ul style="list-style-type: none"> • Being able to automatically identify pit state. • Being able to automatically detect the active volume increases during drilling and circulation. • Being able to automatically detect abnormal increase in flow out sensor (flow paddle). • Being able to automatically detect abnormal active volume changes during connections. • Being able to automatically monitor gains in trip tanks during flow checks and stationery periods. • Being able to automatically monitor in real time the trip tank volume variation during tripping activity and automatically generate a trip sheet record.
29	The solution should support on the fly changes in planned parameters (e.g., Friction Factor, Mud properties, etc) from the platform itself.

30	The solution should be able to perform real Time Torque and Drag calculations and should consider actual hole trajectory & flow rates from the real time data for all the operations to adjust the model hook loads.
31	The solution should be able to plot the thresholds of Sinusoidal buckling, helical buckling, yield point and maximum torque point for the drilling string in the plots.
32	The solution should be able to estimate and break down (reason for FF increase) the real time actual friction factors using the Real-time parameters for a section of the borehole. System should additionally calibrate friction factors (improve accuracy of friction factor) for a portion of the borehole to estimate downhole conditions & improve the operational efficiency.
33	The solution should be able to estimate the wear of drill bit in real-time using analytical model, to keep effective/optimum ROP and tripping operations.
34	The solution should calculate and plot ECD, pressure loss at bit and cutting loading in real-time. System should also recommend flowrate for good hole cleaning.
35	The solution must have an automated abnormal pressure detection feature. The minimum requirements are: <ul style="list-style-type: none"> - Being able to automatically detect high- and low-pressure events such as washouts and pack-offs and provides an alert to the users. - Being able to automatically calibrate on-bottom and off-bottom pressures. - Being able to account for pressure variations because of torque and weight on bit (WOB) when a motor is included in the drill string -
36	The solution should also execute a hole cleaning model based on real-time inputs and estimate cutting bed height in real time with a customized alarm system. The solution should indicate actual pack-off volume occurred at certain depths of well based on total volume of cuttings generated and suspended cuttings inside the wellbore for hole cleaning and to avoid stuck pipe.
37	The solution should have a single chart to capture the well lateral instability, torsional instability string during drilling operation using real time parameters along with thresholds of helical and sinusoidal buckling limits.
38	The solution should have a single chart to indicate real time static drag, ECD and optimum speed during tripping operation for optimization using real time parameters.
39	The solution should have physics-based models to indicate probability of getting differential sticking tendency in the well using real time drilling parameters.

40	The deployed solution must be able to ingest historical wells data from existing eRTMAC setup i.e., both Real Time WITSML data and static data for performing offset well analysis, calculating ILTs and run other offset well analysis.
41	The models like stuck pipe prediction, kick loss detection, etc. should not be only AI and ML based. The models should be a combination of Physics, Engineering and Data science.
42	The solution should consider Rheology models like Bingham Plastic, Power law and Herschel Buckley with fluid properties PV, YP, Fann readings while running hydraulics module.
43	The system should be able to keep historical alerts in order to perform any historical analysis.
44	The solution should be able to ingest historical drilling parameters from excel sheets and run torque & drag, stuck pipe, kick loss prediction calculations for historical wells as and when required for any analysis.
45	The proposed solution should be capable to integrate with existing Drilling Engineering software solutions present with Oil India to prepare planned vs actual scenarios and further optimize operations.
46	<p>The solution must have an automated drilling parameters adherence monitoring feature to enable user to compare the parameters chosen during planning phase vs actual. The minimum requirements are:</p> <ul style="list-style-type: none"> • Being able to automatically detect a deviation between the actual drilling parameter and the planned drilling parameters that can be consumed from Digital Drilling Program (DDP) or via manual entry. • Being able to produce a well and run adherence status.
47	<p>The software solution must have automated trajectory adherence monitoring updated in real time while drilling, it compares the actual trajectory vs plan trajectory with a customized drilling tunnel.</p> <ul style="list-style-type: none"> • Allow users to configure the drilling tunnel based on plan trajectory. • Being able to automatically generate a deviation alarm when the actual survey is out of the drilling tunnel. • 3D display and view for actual and plan trajectory and drilling tunnel
48	The proposed solution should be capable to capture various drilling operation activities on daily basis and contain a shared database for future reference & in-house knowledge database for offset well analysis.
49	System should be able to generate alerts, alarms and reminders when critical equipment servicing or testing is due (e.g. BOP testing). Scope is limited to time-based alarms on manually entered activity logs.

50	System should provide the quantitative analysis of potential improvements in invisible lost time and improvements in flat time. It should also be able to monitor and report the performance across drilling rigs against targets.
51	System should have the benchmark and target evaluation by statistical data analysis, bar and pie chart analysis, automated and manual targets settings, comprehensive customizable reporting.
52	System should be able to prepare and report the analytics in presentable and easily understandable format along with excellent visualization for comprehensive reporting.
53	System should provide and support customized e-mail and WhatsApp facility in an agreed format by COMPANY to users and live chatting/collaboration between rig(s), decision command center at FHQ and other relevant drilling executives who might be accessing the data on their mobile devices.
54	System should be able to provide access to visualizations for key select parameters (~10) for each rig, to few select COMPANY employees (~100) on their mobile devices through mobile applications or mobile browsers.
55	<p>SERVICE PROVIDER to provide daily summarized system uptime and downtime (24 hour) reports. System should also display running status of sensors using visualizations to keep live track of sensors which are operational and which are not.</p> <p>SERVICE PROVIDER shall design this report in consultation with COMPANY representative leveraging the Schedule of Penalty format for automatic calculation of downtime mentioned as per line-items in the Schedule of Penalties, viz:</p> <ol style="list-style-type: none"> i. Downtime of Vital Sensors ii. Downtime of 'Other' Sensors iii. Downtime of Aggregation & Communication Systems iv. Downtime of Real-time Data Visualization at FHQ Drilling DCC or on mobile devices v. Downtime of Real-time Data Analytics per rig/per KPI basis
56	System should be able to raise alerts and notify select users during sensor/transmission/software system downtime.
57	SERVICE PROVIDER shall provide integration with COMPANY SAP (ERP) in order to push IADC report data into SAP once a day to enable viewing of well progress by relevant COMPANY top management. This report/data shall be pushed to COMPANY ERP at 6:30 AM (IST) every day.
58	System should have tiered/federated user access management and should be capable of generating various logs related to data transfer, user activity etc.
59	System should allow users to add and capture drilling events, risks, benchmarking, best practices, capture lessons learned and near misses while monitoring.

60	<p>System should allow users to:</p> <ul style="list-style-type: none"> a) Set alarms and warnings configuration. b) Export AND Import data in ASCII, LAS 2.0, CSV. c) Do formula calculation on web-based data viewer/portal (ability to create custom-built calculations from real time drilling data, on the web-based data viewer/portal and to display the custom-built calculations together with real time drilling data.)
61	<p>The system must support multiple web browsing software. In particular, it must support the COMPANY standard Microsoft Internet Explorer version 9 and above, Microsoft Edge, Google Chrome, Mozilla Firefox etc.</p>
62	<p>On completion of each well, SERVICE PROVIDER will submit detailed well analytics report in soft copy in a structure (look and feel) and format (pdf, word, excel) agreed with COMPANY.</p> <p>SERVICE PROVIDER will also help OIL export all well related data into OIL's EDM Database – MS SQL 2019, EDT Suite 17.2 version at the end of each well. - Service provider's team must fill daily operations data in Open Wells (OIL's Drilling Database) and connect it to visualization software to show analytics like - offset well based analysis, Days vs Depth, BHA performance analysis, Bit performance analysis etc. Any license/API etc required for integrating the EDT suite with the eRTMAC solution must be considered by the vendor.</p>
63	<p>The SERVICE PROVIDER shall work in close coordination with other agencies/groups in COMPANY like drilling services, local Infocom, third party agencies providing services like MWD/LWD/Mud Logging/Wireline Logging etc., for smooth transmission of drilling data to centralized server and its visualization to the users.</p>
64	<p>SERVICE PROVIDER will also track potential impact/value of eRTMAC recommendations (in rupees saved, production increased, time saved etc.) by calculating/estimating improvements in:</p> <ul style="list-style-type: none"> a) Wells Out of Zone b) Subsurface NPT c) Total cycle time per well d) Sidetracks e) Catastrophic Events f) Other events as agreed between COMPANY and the SERVICE PROVIDER
65	<p>SERVICE PROVIDER will deploy an experienced Drilling Advisor at COMPANY FHQ who will tap into SERVICE PROVIDER's global network of drilling experts to recommend relevant and new drilling solutions in order to improve drilling operations or to help troubleshoot pertinent drilling challenges of the COMPANY. Drilling Advisor will be accountable for providing practical recommendations. Implementation of recommendations will be carried out by COMPANY.</p>

66	SERVICE PROVIDER will deploy, on 24x7 availability, Drilling Data Analysts at COMPANY FHQ to help in well planning, well monitoring, carry out drilling analytics and assist in creating adequate reports as detailed below in this document.
67	SERVICE PROVIDER will deploy on 24x7 availability, Data QC Professionals at COMPANY FHQ to do Real-Time Data QC and aid in FHQ system uptime as detailed below in this document
68	Service provider shall deploy up to 10 (Ten) pooled Support Personnel for Maintenance of Rig-Site Packages to install, uninstall, maintain, troubleshoot any issues with the rig site sensor, display, input, aggregation and data transfer systems. On a case-to-case basis COMPANY may also request a Support Personnel to work out of a rig-site (dedicated to one rig-site for multiple days). In certain operational circumstances, upon mutual agreement, and as per mobilization, demobilization and operating day rates mentioned in the Contract, COMPANY reserves the right to place a call out order on the SERVICE PROVIDER for additional Support Personnel for Maintenance of Rig-Site Packages. Work conditions/hours at rig-site to be managed as per latest DGMS/OMR rules. If required COMPANY may request for additional Mobilization of Support Personnel for Maintenance of Rig-Site Packages at the same contract terms and conditions.
69	<p>Service provider shall have a robust governance structure in place consisting of a Drilling SME (Subject Matter Expert) to ensure regular support and expert technical expertise. The SME should be available for consultancy as and when OIL decides to go for discussion, which can be either on- site / off- site.</p> <p>More details about the roles and responsibilities of the Project Leader and Drilling SME can be found at the <u>Personnel Requirement</u> section of the document.</p>
70	<p>Service provider shall provide a base coordinator/ Project manager based in FHQ for the project.</p> <p>NOTE: Details about the roles and responsibilities of the Base coordinator can be found under the Personnel Requirement section of the document.</p>
71	<p>NOTE:</p> <ol style="list-style-type: none"> 1. During the contract period, if OIL decides to deploy part of the manpower from OIL India drilling department, OIL reserves the right to demobilize the service provider's above noted manpower at the Decision Command centre with an advance notice of 60 days. 2. All the above personnel deployed by the service provider shall be on service provider's permanent payroll. Bidder to provide necessary supporting documents to Oil India prior to deployment in the project for approval by OIL.

FHQ Drilling Command Center Set Up

D	FUNCTIONAL REQUIREMENTS: FHQ Drilling Command Center Set Up
1	<p>The FHQ Drilling Command Center (DCC) will consist of one (1) room which will be housed on the 2nd floor (Ground + 1) of the COMPANY Drilling Department at NIA (New Industrial Area) located in Duliajan, Assam. The DCC room shall be fitted with state-of- the-art visualization, communication and collaboration technologies for management of digital information and improved decision making. Indicative DCC basic room dimensional layout has been shared in <u>Annexure II</u> and they shall be used as a reference only. The SERVICE PROVIDER shall take measurements of available space, shall incorporate minimum hardware requirements mentioned in functional and technical scope and shall propose the optimized room layouts, based on inputs and knowledge from advanced collaboration environments which shall incorporate best in class human-centered design concepts. SERVICE PROVIDER shall proceed to construct the rooms once COMPANY has approved the layouts.</p>
2	<p>The DCC room shall have capacity for up to 20 (Twenty) people. The room will have a state-of-the-art Display Wall System, Display Controller and 07 (seven) consoles for simultaneous sharing and review of real-time drilling information to identify and prioritize issues. Additional video conferencing equipment shall also be provided in DCC room (with high resolution camera and microphone) to enable crisp communications capabilities with third parties outside the COMPANY network.</p>

3	<p>The DCC shall be provided to COMPANY fully equipped, with video conferencing system, sound system, collaboration tools, workstations/consoles, ergonomically designed furniture's, smart conferencing software application (Microsoft Teams or equivalent) and VOIP systems for communication with the Rig site.</p> <p>The rooms will be designed and set-up by suitably qualified personnel who will deliver on the following requirements, amongst others:</p> <ul style="list-style-type: none"> a) Internal fittings and furnishings b) Electrification as required. c) Air-conditioning as per design d) Lighting and illumination as per design e) Security system of the rooms and QHSE f) Power back-up through on-line UPS for the system hardware
4	<p>SERVICE PROVIDER shall also provide a solution to allow content from DCC room to be viewed by remote users either working remotely on a Windows PC, or mobile personnel with iOS/Android devices, e.g. DIC/IM/AM (Drilling-In-Charge/Installation Manager/Asset Manager) on the move, deployed field personnel or remote experts over the internet simply using URLs without having to install any special or proprietary application software on PC or mobile devices.</p> <ul style="list-style-type: none"> a) Users shall simply be using standard mobile internet network (3G/4G/5G). b) It shall allow content from DCC room to be combined in a tiled fashion to be shared with remote users. This solution, while making it possible to share information from drilling rigs with remote experts, shall not in any way affect or interact with secure networks. Moreover, the solution shall be in compliance with relevant COMPANY's IT practices. c) The solution should allow up to one hundred (100) mobile users to remotely monitor drilling progress, real-time data on their mobile devices or laptops. d) This solution shall provide a web portal where remote users shall be able to log in and view the content being shared. While viewing the feed, the user shall be presented with a number of viewing options such as timeline with pause, step back, step ahead, catch up to live, persistent storage up to 01 (one) hour, full screen, and fit to view window. e) The Web Streaming Server shall be able to support up to 100 (one hundred) simultaneous users who log into the system for viewing.

Training and Capability Building

E	FUNCTIONAL REQUIREMENTS: Training and Capability Building
1	SERVICE PROVIDER shall provide a written and illustrated instruction and training program to be used for training and competence development of COMPANY's personnel.
2	SERVICE PROVIDER shall conduct seminars to inform the COMPANY about the installation, operation and maintenance of the eRTMAC, based upon the content and scope agreed with COMPANY.
3	The objective of the training program shall be to train COMPANY personnel to familiarized various functions across all major equipment and systems.
4	SERVICE PROVIDER shall generate a training plan for COMPANY acceptance.
5	SERVICE PROVIDER shall provide the following: a) Training manuals (in English only) b) Video c) Simulation and animation training aids
6	Course materials shall be issued to all course participants both in hardcopy, and electronic format. The materials shall become properties of COMPANY or its participants.
7	SERVICE PROVIDER shall provide two categories of training sessions. a) User Training Courses b) System Maintenance Training Courses
8	The training services shall also include informal training courses on the job, during system on-site testing and commissioning, by allowing COMPANY's technicians or engineers to participate in the job.
9	The training courses shall be conducted in English/Hindi at FHQ/ at service provider facility as mutually agreed.

10	<p><u>User Training Courses:</u> SERVICE PROVIDER shall provide one (1) training session of five (5) working days for ten (10) participants, every year, during the contract period.</p> <p>The audience of this training course will be COMPANY executives from drilling, petro-technical or IT domains.</p> <p>The training course will include modules on:</p> <ul style="list-style-type: none"> a) Drilling analytics models. b) Modification of models. c) Data presentation and HMI. d) Accessing/interpreting real-time data feed on different devices. e) Understanding systems reports and advices. f) Setting up and modifying operating conditions and alarms. g) Rig site system. h) Other modules agreed upon between COMPANY and SERVICE PROVIDER as per COMPANY requirements
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Rig Site Data Collection and Aggregation

F	TECHNICAL REQUIREMENTS: Rig Site Data Collection and Aggregation
1	<p><i>Rate of Penetration (ROP): (m/hr and m/min) and Depth (m)</i></p> <ul style="list-style-type: none"> a) Accuracy: +/-0.5m b) Recording interval: 0.3 meter c) Sensor: Proximity/ Roto encoder / any other suitable sensor d) Drilling break alarm: User defined
2	<p><i>Travelling Block Height:</i></p> <ul style="list-style-type: none"> a) Accuracy: +/-0.5m b) Recording interval: 0.3 meter e) Sensor: Proximity/Encoder / any other suitable sensor
3	<p><i>Combustible Gas Detection (Two Channels):</i></p> <ul style="list-style-type: none"> a) Accuracy: ±2% of FS b) Range: 0 to 100% (LEL) c) Resolution: 1% LEL d) Detector: IR (Infrared) <p>Note: Service provider shall provide one (01) no. each of zone certified hooter & flasher at Rig floor configured as common alarm hardware for all combustible & H2S Gas Detection sensors.</p>

4	<p><i>Weight on Hook and Weight on Bit:</i></p> <p>a) Accuracy: $\pm 1\%$ (of full scale)</p> <p>b) Sensor: Hydraulic/Pressure Transducer / any other suitable sensor</p> <p>c) Range: 0 to 1000 Tons</p> <p><i>Option: 50 bar Pressure sensor/Electrical Tensiometer</i></p>
5	<p><i>Mud Pump Strokes (As per rig provisions) and Cementing Unit Pump strokes (From unit console):</i></p> <p>a) Accuracy: ± 1 Stroke</p> <p>b) Range: 0 to 200 SPM</p> <p>c) Sensor: Proximity / any other suitable sensor</p>
6	<p><i>Rotary RPM (Kelly/ TDS):</i></p> <p>a) Accuracy: ± 1 RPM</p> <p>b) Sensor: Proximity / any other suitable sensor</p> <p>c) Range: 0 to 150 RPM</p> <p>d) For rigs with Top Drive system, RPM signal can be taken from Top Drive Panel without any interference to the existing system. Accessories like signal splitter as required is in SERVICE PROVIDER scope.</p>
7	<p><i>Mud Pit & Trip tank Volumes (as per provisions on rig) including Sand Traps:</i></p> <p>a) Sensor: Ultrasonic /Radar / any other suitable sensor</p> <p>b) Accuracy for Mud Pits: ± 1.25 bbl in a tank of 2.5m (L) x 2m (B) (± 0.5 ft)</p> <p>c) Accuracy for Trip Tank: ± 0.5 bbl in a tank of 2.5m (L) x 2m (B) (± 0.5 ft)</p> <p>d) Range: 0 to 700 bbl per pit (0 to 30 ft)</p>
8	<p><i>Flow Rate In and Out (Mud):</i></p> <p>a) Flow rate in & out Accuracy: $\pm 1\%$</p> <p>b) Flow rate (Ingoing) Range: 0 to 1200 gall/min. (calculated)</p> <p>c) Flow rate (Ingoing) Sensor: proximity/derived parameter from Mud Pump strokes</p> <p>d) Flow Rate (Outgoing) Range: 0 to 100% flow</p> <p>f) Flow rate (Outgoing) Sensor: Potentiometric/ paddle type/ proximity / any other suitable sensor</p>
9	<p><i>H2S Detection (Two Channels):</i></p> <p>a) Accuracy: $\pm 2\%$ of FS</p> <p>b) Detector: Solid state semiconductor/electro-chemical sensing element</p> <p>c) Range: 0 to 100 ppm</p> <p>d) Calibration ampoules: 15 ppm and 60 ppm</p>

10	<p><i>Rotary Torque (Kelly / Top Drive Torque):</i></p> <p>a) Accuracy: $\pm 1\%$</p> <p>b) Sensor: Electric / any other suitable sensor</p> <p>c) Range (Electric): 0 to 1000 Amps</p> <p>d) Range (Hydraulic): As suitable</p> <p>e) For rigs with Top Drive system, Top Drive Torque signal can be taken from Top Drive Panel without any interference to the existing system. Accessories like signal splitter as required is in SERVICE PROVIDER scope.</p>
11	<p><i>Pressure (Standpipe, Casing, Kill manifold, Cementing Unit)</i></p> <p>a) Accuracy: $\pm 1\%$ of FS</p> <p>b) Sensor: Hydraulic/Pr. Transducer / any other suitable sensor</p> <p>c) Range: 0 to 15000 psi</p> <p>d) Linearity: 0.5%</p> <p><i>Option: 400-750 bar Pressure sensor with suitable deboster</i></p>
12	<p><i>Mud Weight In and Out:</i></p> <p>a) Mud specific gravity range: 6 to 24ppg</p> <p>b) Sensor: Differential Pressure / Coriolis / any other suitable sensor</p> <p>c) Accuracy: $\pm 0.5\%$</p>
13	<p><i>Mud Temperature In and Out:</i></p> <p>a) Range: 0 to 200°C</p> <p>b) Sensor: Platinum Resistance / any other suitable sensor</p> <p>c) Accuracy: $\pm 1\%$</p>
14	<p><i>Tong line pull measurement system with following minimum specifications:</i></p> <p>a) Accuracy: $\pm 1\%$</p> <p>b) Sensor: Hydraulic/Pr. Transducer</p> <p>c) Range: 0 to 5000 psi</p> <p>d) Linearity: 0.5%</p>

15	<p><i>Rig site SCR/DAS/DAQ shall be of premium make (Sensu /Geolog / Pason/NOV MD Totco/ Service Provider own make). Mixing or Aggregation of sub-parts/makes will not be acceptable. All sensors shall be OMR-2017 compliant.</i></p> <p><i>Note: The Bidder must provide details of make and models of all items and certification of authorization from OEM prior to mobilization.</i></p> <p>The system should meet following minimum specifications:</p> <ul style="list-style-type: none"> a) System configuration with backup and restore capabilities. b) System should be capable of providing Remote I/O topology c) Built-in channel quality monitoring to identify wire breaks, shorts, and sensor failures. d) Nonlinear and multivariable sensor calibration capability for complex measurements and custom on-site algorithm capability with built-in script editor. e) Fiber and Wireless communication options for communicating central processing unit with Remote I/O stations suitable for land rigs.
16	<p>Service provider must maintain sufficient spare set of cards/modules of SCR/DAS/DAQ & sensors. Faulty cards or sensors, if any, shall not be considered as spare set.</p> <p>COMPANY shall provide/facilitate the required tapping points for connection of sensors at various locations in the rig site. Any additional joints/connectors required for connecting applicable sensors with the tapping points has to be arranged & installed by SERVICE PROVIDER without disturbing the existing sensors (if any) of Company/other service provider's system.</p>
17	<p><i>Rig Floor and Dog-House HMIs:</i></p> <p>The Rig Floor and Dog-House HMI should be of minimum 19" screen size (Touch Screen) and shall be certified for use in Class I Division 2 (as per OMR guidelines) hazardous area. Signal boosters in classified areas may be required and is in the scope of SERVICE PROVIDER.</p> <p>** Power supply (Phase to phase-230V AC) required inside Driller's cabin/ Derrick floor for the following:</p> <ul style="list-style-type: none"> 1. Power supply for HMI of Driller's cabin/ Dog-House 2. Any 230V AC power supply required for UPS or others. <p>Note: Separate transformer of 415/230VAC Ph-Ph shall be installed inside the Bunk house to facilitate Phase to phase-230VAC power supply required inside Driller's cabin/ Derrick floor and same shall be in the scope of the supplier. (Capacity of the transformer shall be as per connected load).</p>

18	<p><i>Servers/Client Workstations:</i></p> <ul style="list-style-type: none"> a) The Servers/Client Terminals should have flat-screen (LCD/LED) monitor of minimum 19” size. b) Servers shall be from HP/DELL & shall have sufficient storage capacity to store the field eRTMAC data for up to 02(Two) years. c) The servers shall have common Monitor, Keyboard & Mouse controlled through a KVM switch. d) Licensed Antivirus software shall be installed in all the Servers, Client Terminals & HMI and shall be patched as required. e) Rig site servers should be loaded with the latest Windows/Linux operating system (OS) and regularly patched for any new releases or security patches.
19	<p>Data Aggregation system is required to be equipped with UPS system having modern filter circuits (linear power supply for all the sensitive equipment connected) to eliminate spikes generated by SCR power converter and harmonics during operation. UPS power backup for minimum two (02) hours is required in order to manage uninterrupted operations and protect from power failure – if any at each rig site. COMPANY will not be responsible for damage to any equipment/computer system of the SERVICE PROVIDER due to spikes and harmonics arising out of power supplied from rig. The SERVICE PROVIDER shall procure, install, maintain an adequate isolation to avoid failure of equipment.</p>
20	<p>In case of a break in communication service, rig-site system must be able to continue to receive and cache real-time data from rig-site providers with sufficient cache capacity (minimum 60 days of data cache capacity) and must be able to re-synchronize and mirror all cached data with the data hub server hosted in the cloud service provider’s data center as and when the communication restores, thus ensuring no long term gap in data in central database or on displays. Software in the cloud must be able to input static data files such as LAS, ASCII and excel into the WITSML data store to allow patching any lost data or addition of any necessary data.</p>
21	<p>The aggregation solution shall perform preliminary analysis and filtering on the data such as checking for frozen data, data out-of-range, and instrument failure tags that may be available.</p>

22	The rig site data acquisition system should handle real-time data acquisition from all required rig site sources (MLU, MWD/LWD/RSS, Wireline etc.) as long as the data is complying with WITSML 1.3.1 (or future releases within contract period), serial or TCP/IP WITS0, OPC or any other industry standard format. It is expected that the SERVICE PROVIDER's rig-site systems will be provided and supported as a permanent fixture for the duration of the Contract as part of the SERVICE PROVIDER's rig-site data aggregation service. The SERVICE PROVIDER's rig-site system shall be housed appropriately as instructed by COMPANY. System should be capable of providing automated data exports to FHQ-DCC without any additional aggregating hardware in between.
23	All panels, junction boxes should comply with minimum IP-66 & all sensors/instruments with minimum IP65 regarding Zonation. Moreover, all panels, junction boxes & sensors/instruments to be installed in the hazardous area shall have Class I Div. 2 (as per OMR guidelines) hazardous area zone certification. All types of Signal cable, Fiber Optic cable, Ethernet cable or Coaxial cable used shall be shielded and if any type of cable, which are passing through damage prone area shall be armoured. Cable glands shall be suitable for using at classified hazardous area.
24	The fully equipped skid-mounted unit shall meet the following guidelines: a) Designed and manufactured for working in extreme tropical weather conditions. b) Provision for lifting the skid mounted unit from top. c) Fittings must be made from ant-proof and fire-resistant material d) Sloped Roof e) Door with lock f) Steps g) Suitable storage for all sensors and instrumentation

Rig site Electrical Requirements:

G	TECHNICAL REQUIREMENTS: Rig site Electrical Requirements
1	a) All the cables shall be of sufficient length to place the Bunkhouse beyond 30m from well-head. b) Cable length shall be sufficient for (3+1) Cluster Drilling locations. c) The power supply to well site Bunk-House would be 415VAC, 3 phase, 50 Hz without neutral wire. The required 3-phase AC power will be tapped from the existing 3-phase Distribution Board. Power cable of length 100 meters (EPR, screened, copper stranded, 3core x 4 sqmm) from Distribution Board to Bunk-House shall be in the scope of the supplier.

	<p>d) SERVICE PROVIDER shall arrange separate isolation transformer(Δ/Y) of 415/415VAC Ph-Ph and shall be placed inside the Bunkhouse. Same shall be in the scope of the supplier (Capacity of the transformer shall be as per connected load)</p> <p>e) SERVICE PROVIDER shall provide complete Electrical wiring diagram including Bunkhouse & Driller's cabin/D'Floor. Total connected load to be mentioned.</p> <p>f) SERVICE PROVIDER shall provide Earth leakage protection devices(30mA-100 mA) & double pole switches inside the Bunk-House & Driller's cabin/D'Floor.</p> <p>g) SERVICE PROVIDER shall provide Flame Proof switch & socket in Driller's cabin/D'Floor.</p> <p>h) SERVICE PROVIDER shall provide HMI (Explosion proof certified) in Driller's cabin/D'Floor.</p> <p>i) The Bunkhouse shall be earthed properly by two separate and distinct connection with two earth electrodes.</p> <p>j) Neutral of the isolation transformer shall be separately grounded through two separate earth electrodes.</p> <p>k) Battery bank for backup power shall be installed in isolation in the Bunkhouse from rest of the equipment with proper air ventilation.</p>
2	<p><i>Electrification of the Bunkhouse:</i></p> <p>A. The following electrical items shall be provided in the Bunk House:</p> <p>1.1 One no. 32 amp Three Phase Main Switch with metallic enclosure & side handle shall be mounted outside the cabin. Main Switch Make: Havells/GE /BCH/Siemens/Schneider/CG/Legrand/ Equivalent. Additionally, one 32 amp,5-pin lockable plug socket shall be provided for connection and disconnection of incomer cable. Make of plug socket-BCH, type DS/Equivalent.</p> <p>Both the main switch and plug socket should be provided with suitable shed for protection against rain, mechanical damage & shall be suitably fixed outside the cabin house at a height of approx. 2.9 meters and easily accessible from the ladder attached with the bunkhouse body.</p> <p>1.2 One no. MCB DB with 32 Amp, 30 mA RCD/ELCB as incomer shall be provided inside the Bunk-House, and as per connected load numbers of MCB shall be provided inside the cabin. All MCBs shall be 10 kA, C curve. MCB DB shall be properly enclosed and all circuits shall be marked on DB properly for easy identification. MCB DB Make: Havells/Legrand/ MerlinGerin/Siemens/Schneider/L&T/ Equivalent.</p> <p>1.3 Lighting System: Energy efficient LED light as per requirement.</p> <p>1.4 Switch sockets as per requirement:</p> <p>i) 5 Amps switch socket</p> <p>ii) 15Amps power socket</p>

iii) 20 amps metal-clad socket (for Air conditioner)

iv) All the Switches shall be double pole.

20A plug sockets shall be mounted in metallic enclosures and have suitably rated double pole MCBs as switches. Matching plugs for the sockets should also be provided. Make: Anchor/ Havells / Legrand / Merlin Gerin / Siemens/L&T/Indo Asian/Equivalent.

1.5 FANS: Ceiling mounted fans shall be provided in the bunk house as per requirement. Ceiling mounted fans shall have 400 mm sweep and be equipped with in-built speed regulator with OFF position. Make: Havells / Usha / Compton Greaves / Bajaj / Orient / Equivalent.

1.6 AIR CONDITIONING SYSTEM: Two (02) suitable capacity Split Air Conditioner unit with automatic switchover after 6 hours of operation shall be provided inside the bunk house. The outdoor unit shall be properly mounted to avoid transit damage.

Power for this AC shall be from one of the 20 Amps metal clad wall sockets.

Following points are to be considered for the AC units

i) Compressor shall be of rotary type.

ii) Make: Voltas /LG / Blue Star / Carrier / Lloyd / Samsung / Haier/Hitachi/Daikin.

iii) BEE rating: 5 star rated (with current year validity).

iv) Control: Through remote & automatic switchover.

v) Suitably rated Automatic voltage regulator shall be provided at the input power supply.

1.7 EARTHING SYSTEM: Two earthing provisions shall be provided diagonally at skid for termination of earth wires. The earthing scheme shall be as per IS 3043.

2.0 SPECIFICATIONS OF ELECTRICAL WIRING SYSTEM:

Schematic layout & electrical wiring drawing with earthing scheme shall be submitted along with the offer.

2.1 All wiring from MCB DB to switchboards/ points/ sockets etc. shall be surface type running through PVC casing-capping.

2.2 Medium grade, ISI approved, FR PVC casing-capping shall be used for wiring.

2.3 The wiring cable shall be PVC insulated, 1100V grade, FRLS, multi-stranded flexible copper conductor and approved by ISI, Fire Insurance

Authority & Tariff Advisory Committee.

2.4 All wires shall be color coded as Red for Phase, Black for neutral and Green for earth. All wire ends in DB, Main Switch and Socket outlets shall have copper lugs.

2.5 All points shall have individual switches and independent neutral wire with double pole switches. All switches and switch-sockets shall be flush type.

2.6 Earth points for socket outlets, fans etc. shall be individually wired with insulated wires to switchboard and then to MCB DB earth bus. MCB DB earth bus shall be connected to two earth points (welded studs) on the bunk house skid outside shell. No earth connection shall be made directly to any point of the metallic shell of the bunk house.

3.0 CABLE:

For internal wiring of the cabin suitable size FRLS copper cables with PVC casing- capping shall be used. The earth wire shall be run separately throughout. Appropriate color codes shall be maintain for wiring purpose (Red, Yellow & Blue for phase, Black for neutral and Green for earth).

Cable Sizes:

3.1 Copper cable of size 1.5 sq. mm with earth wire of 1.5 sq. mm for point wiring (for lights, fans etc.).

3.2 Copper cable of size 2.5 sq. mm with 2.5 sq. mm earth wire for circuit wiring from DB to switchboard and 5 Amp sockets.

3.3 Copper cable of size 4.0 sq. mm with 2.5 sq. mm diameter copper earth wire for power sockets.

3.4 The main switch outgoing shall be wired to the DB with 10 sq. mm 4 core (for three phases, and earth) PVC insulated, 1100 V grade, FRLS, multi- stranded flexible copper conductor and approved by ISI, Fire Insurance Authority & Tariff Advisory Committee.

4.0 DOCUMENTS TO BE SUBMITTED /STATUTORY REQUIREMENT FOR ELECTRICAL SCOPE OF WORKS:

4.1 Bidder shall submit electrical schematic with earthing scheme along with bid.

4.2 In case of order, the successful party has to submit detailed electrical drawings, bill of materials and specification of all electrical items/materials, light fittings, fans etc. before start of work. OIL shall make modifications/corrections (if any) in the drawings/BoM as deemed necessary. All modifications in the drawings, work plan and item description as required by OIL shall have to be agreed by the party. After making necessary amendment/corrections in the drawings/BOM as required by OIL, party shall re-submit the drawings for OIL's approval.

	<p>4.3 The electrification job shall start only after approval of drawings by concerned Electrical Engineer, OIL in writing.</p> <p>4.4 Entire electrical installation work has to be done by licensed electrician as per CEA (Measures relating to safety and electric supply) Regulations,2010 with latest amendments and NEC codes.</p> <p>4.5 The electrical work shall be treated as complete once installation, testing & commissioning of electrical works is accepted by Electrical Engineering Dept. and submission of valid test report of the entire electrical work as per CEA & as built drawings by the party.</p> <p>4.6 The entire electrical work shall be done as per CEA (Measures relating to safety and electric supply) Regulations,2010 with latest amendments.</p> <p>4.7 Test report of the entire electrical work as per CEA (Measures relating to safety and electric supply) Regulations,2010 with latest amendments will have to be submitted to OIL after completion of the job.</p> <p>SERVICE PROVIDER shall keep minimum following calibrators/measuring instruments/calibration gas cylinders:</p> <ol style="list-style-type: none"> 1. Multifunction/Pressure Calibrator with hand pump 2. Multimeter 3. Measuring Tape 4. Combustible & H2S Calibration Gas Cylinder <p>Note:</p> <ol style="list-style-type: none"> 1. SERVICE PROVIDER shall always carry out calibration of the sensors during rig-up, any repair/replacement of the sensors or as per COMPANY requirement. SERVICE PROVIDER shall prepare calibration report duly signed by the authorized SERVICE PROVIDER representative as per COMPANY approved format. The hard copy of the calibration report to be kept in the DAU cabin in a calibration report file dedicated for each rig. One copy to be handed over to FHQ Drilling Office. 2. SERVICE PROVIDER shall carry out scheduled calibration/validation of their calibrators/measuring instruments at national/international accredited calibration laboratory. The hard copy of the calibration certificate of the calibrator/measuring instruments/calibration gas cylinders should be available at each rig. One copy of such certificate to be handed over to FHQ Drilling Office. 3. SERVICE PROVIDER shall maintain enough calibrators/measuring instruments/calibration gas cylinders to cater all the rigs.
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Data Communications and Transmission Systems

H	TECHNICAL REQUIREMENTS: Data Communications and Transmission Systems
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1	SERVICE PROVIDER shall provide a minimum dedicated uplink bandwidth of 512 Kbps and a minimum dedicated downlink bandwidth of 512 Kbps per rig site on 24x7 basis during the contract
2	SERVICE PROVIDER shall ensure a minimum backhaul requirement of 10 Mbps (duplex mode), MPLS connectivity to DCC-in the cloud service provider's data center for smooth real-time data transfer between rig-sites and DCC-FHQ. Backhaul requirement to be increased based on number of rigs. However, backhaul bandwidth of 10 Mbps has to be commissioned at the start of the contract.
3	SERVICE PROVIDER to ensure the prioritization of bandwidth allocation at rig site should be in the following order: P1. Sensor Data from rig site P2. Voice Calls between rig site and DCC-FHQ
4	SERVICE PROVIDER to always ensure that average latency of not more than 850ms at no load is available at Duliajan DCC-FHQ eRTMAC center, to prevent backhaul choking during real time data visualization.
5	SERVICE PROVIDER shall have bandwidth utilization monitoring facility, link status monitoring and logging facilities. The SERVICE PROVIDER shall provide a service report with following details as and when required by COMPANY: a) The details of downtime if any b) Rig site wise bandwidth utilization c) Backhaul link bandwidth utilization d) Backhaul link latency
6	SERVICE PROVIDER to ensure proper coverage in all rig site locations, for which a Link Budget calculation is required to be submitted by the SERVICE PROVIDER. A Link Budget would provide calculation involving the gain and loss factors associated with the antennas, transmitters, transmission lines and propagation environment.

7	<p>SERVICE PROVIDER needs to ensure that Modem (indoor unit – IDU) required at rig site to transfer data between sensor data and RF part (antenna, BUC and LNB) is of excellent quality and has the following minimum specifications:</p> <p>1. In route:</p> <p>a) In route data rate capability: Min. 192 Kbps b) Modulation: QPSK, 8PSK, 16-APSK, 32-APSK or better c) In route Access: TDMA / FTDMA / MFTDMA d) Bit Error Rate (BER): Better than 1×10^{-7}</p> <p>2. Out route:</p> <p>a) Out Route Data rate: Upto 40 Mbps. b) Out route format: DVB-S2/DVB-S2X c) Modulation : QPSK, 8PSK or better d) Bit Error Rate (BER): Better than 1×10^{-7}</p> <p>3. Physical Interface:</p> <p>a) No. of Ethernet Ports: Minimum Two (2) b) Port Speeds: 10/100 Mbps c) Data Transport Protocols: TCP/IP and UDP, TCP acceleration</p> <p>4. Environmental specifications:</p> <p>a) Temperature Range: 0 to 40° C operating b) Humidity: min. 90% RH non-condensing</p>
8	<p>SERVICE PROVIDER needs to ensure that BUC (Block Up Converter) required at rig site to transmit data between to VSAT is of excellent quality and has the following minimum specifications:</p> <p>1. Power Output: As per Link Budget 2. Transmit (Output) frequency: 6.725 to 7.025 GHz 3. Receive (Input) frequency: 965 to 1,265 MHz 4. Temperature Range: -5° to +50° C (operating) -20° to +70° C (storage)</p>
9	<p>SERVICE PROVIDER needs to ensure that LNB (Low-Noise Block) required at rig site to receive data from modem VSAT is of excellent quality and has the following minimum specifications:</p> <p>1. Receive Frequency: 4.5 to 4.8 GHz 2. Output Frequency: 960 to 1,260 MHz 3. DC power requirement: From Indoor Unit 4. Temperature Range: -5° to +50° C (operating) -20° to +70° C (storage)</p>
10	<p>SERVICE PROVIDER needs to ensure that VSAT Antenna required at rig site to transmit/receive data from/to VSAT is of excellent quality and has the following minimum specifications:</p> <p>1.8 Mtr Ex-C band VSAT Terminal : Feature Description</p>

General:

1. The antenna should be 1.8m VSAT Antenna
2. The antenna should operate 4.500–4.800 GHz RX and 6.725–7.025 GHz Tx
3. The mid-band shall be 36.90 dBi (Rx) and 40.3 dBi (Tx)
4. The antenna shall support linear polarization
5. The cross polarization shall be -30 dB
6. The axis ration shall be 1.3 VAR (2.28 dB)
7. The VSWR shall be 1.3:1 Max

Mechanical:

1. The Reflector Material of the antenna shall be Glass Fiber Reinforced Polyester SMC or similar material.
2. The Antenna Optics shall support the Offset Fed. The antenna azimuth adjustment range shall be 360° Continuous Coarse adjustment.
4. The elevation adjustment range shall be 15° -80° continuous fine adjust.

Environmental:

1. The antenna shall be capable of withstanding a wind speed of 200 KM/h
2. The antenna must operate within a temperature of 0° to 50°C
3. The antenna shall not corrode due to effect of Salt, Pollutants and Contaminants

Data Management, Monitoring, Analytics and Reporting

I	TECHNICAL REQUIREMENTS: Data Management, Monitoring, Analytics and Reporting
1.	<p>1. BIDDER should propose a SaaS based solution that is ready to be deployed on data centers in India. As per the MEITY guidelines, proposed CSP (Cloud Service provider) should be from the selected empanelled major cloud service providers by MEITY (Ministry of Electronics and Information Technology)</p> <p>2. BIDDER to adhere to the guidelines detailed by Government of India (available at https://meity.gov.in/content/gi-cloud-meghraj) for selecting a cloud service provider and SI partner for OIL India</p> <p>3. Cloud services under SaaS model shall only be offered from Data Centers audited and qualified by STQC under the Cloud Services Empanelment process.</p> <p>4. The BIDDER shall provide complete details of terms and conditions of sub-contracting agreement with the cloud service provider for hosting the eDP solution.</p> <p>5. BIDDER to ensure that the solution should be CSP agnostic. In case of any issues identified with the selected CSP during implementation, warranty or maintenance period, the BIDDER will be responsible for migration, installation and commissioning of the system, in case of change of service provider, to the new cloud service provider.</p> <p>6. BIDDER will be responsible to setup, configure, data integration, regular performance checks and maintenance of cloud service provider (CSP) server hardware, software and services.</p> <p>7. BIDDER will be responsible to offer OIL with applications running as a service, along with its security, network, storage requirements, upgradation of application, its maintenance and performance</p> <p>8. BIDDER to ensure CSPs shall make VMs receive OS patching, health checking, Systematic Attack Detection and backup functions on regular basis.</p> <p>9. BIDDER to ensure that services offered under SaaS are available with automatic scale up (adding more resources to handle demand) and scale out (adding more systems to handle demand) to meet OIL's performance requirements. The solution deployed should be based on microservices architecture and not be based on monolithic architecture. Bidder shall supply relevant snapshots to Oil India for architecture validation during bidding.</p> <p>10. BIDDER will control and manage the tools provided by the CSP. Provisioning, Installation, Configuration, Management, Monitoring of Security Services as per the requirements of OIL. BIDDER will also maintain and manage access control with Network Security Groups, NACL and routing tables and identify any security configuration gaps.</p> <p>11. BIDDER will ensure that services offered under SaaS are enabled with data loss prevention tools and capability to monitor data flow.</p>

12. BIDDER shall be responsible for ensuring that all data functions and processing are performed within the boundaries of India
13. BIDDER shall ensure that all the policies and procedures shall be established and maintained in support of data security to include confidentiality, integrity, and availability across various system interfaces and business functions to prevent any improper disclosure, alternation, or destruction.
14. BIDDER shall ensure that solution offered as SaaS is monitored, controlled and administered using web based tool with visibility to OIL.
15. BIDDER shall ensure that User Departments are provided with capability to generate custom reports around several parameters such as users, time, data, etc.
16. BIDDER shall be responsible to provide a mechanism to enable each OIL's administrator to create, manage and delete user accounts for that tenant in the user account directory.
17. BIDDER shall ensure that solution offered as SaaS is available with automatic scale up (adding more resources to handle demand) and scale out (adding more systems to handle demand) to meet OIL's performance requirements
18. BIDDER shall ensure that solution offered as SaaS is enabled with data loss prevention tools and capability to monitor data flow.
19. BIDDER shall ensure that services offered as SaaS provide tools / capability for encryption of data-at-rest, data-in-processing and data-in-transit
20. BIDDER to comply with OIL's IT security policy to encompass all IT security related requirements. OIL is ISO:27001 certified and conforms to all norms for establishing, implementing, maintaining and continually improving on information security management.
21. BIDDER will ensure that any service offered from the SaaS solution provider comply with PII data security standards like ISO 27018.
22. BIDDER should ensure an uptime of 98% for the solution. BIDDER should ensure that OIL users and other users of the solution should always be able to login, access and function smoothly all necessary tasks within the product.
23. BIDDER to provide secured access to the eRTMAC portal by OIL employees on public cloud through either point to point connectivity or IPSEC tunnel or other connectivity methods. BIDDER to ensure the data during transit is secured and users can access the portal without any connectivity issues.
24. BIDDER will ensure that services offered under SaaS provide tools / capability for encryption of data-at-rest, data-in-processing and data-in-transit. BIDDER will ensure that data security of OIL data on the CSP platform is always maintained and intact. There cannot be any data breach on the CSP

OIL network or server. All necessary precautions required are to be taken by the BIDDER.

25. BIDDER to ensure user should be able to access all the functionalities of proposed solution through OIL network.

26. BIDDER to provide solution which has the capability for SSO and/or AD/LDAP authentication, OAuth etc. OIL's currently has its identity source synced to Azure AD. Therefore, federation services may be required for SSO.

27. BIDDER to ensure when the user connects to the solution on cloud, the connection is established via a secured SSL (https) link.

28. BIDDER will ensure that services offered under SaaS support encryption algorithms like AES256 or higher.

29. BIDDER to ensure design specifications of the solution is such that there is minimum latency in the update of data/ refresh of dashboards, files, integration touch points with other systems.

30. BIDDER will ensure that all the policies and procedures shall be established and maintained in support of data security to include confidentiality, integrity and availability across various system interfaces and business functions to prevent any improper disclosure, alternation, or destruction.

31. BIDDER needs to implement Multi-Factor Authentication Services with comprehensive application security

32. BIDDER will be responsible to implement, manage and monitor DDoS, IPS, IDS technology and solutions to ensure the security of Cloud Services procured. Installation, Configuration, Implementation and management of Log Analyzer.

33. BIDDER will be responsible to deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer. Deploy security patches on hardware and software and take regular backups of security configurations.

34. Bidder to ensure and provide necessary supportings to Oil India and showcase uptime/network availability from CSP/internet provider.

Cloud Security:

The following best practices have to be followed by the CSP:

1. To ensure all the compliances as defined by MeitY for empanelment of Cloud Services offered by CSP
2. Conduct Security / Risk Assessment through MeitY empaneled security auditors (6/12-monthly interval)
3. Implementation of Multi-Factor Authentication Services

4. Comprehensive Application security including WAF and TSL/SSL implementation.
5. Implementation, management and monitoring of DDoS, IPS, IDS technology and solutions to ensure the security of Cloud Services procured.
6. Installation, Configuration, Implementation, and management of Log Analyzer
7. Deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer
8. Deploy security patches on hardware and software.
9. Take regular backups of security configurations.

Migration:

1. Provide relevant tools and services for backup, migration, and replication of application / data.
2. The following activities are to be undertaken if OIL intends to migrate the data on the CSP to the same CSP (new OIL subscription) or to another CSP:
 - a. Migration Planning: Comprehensive planning for migration of the application suite and data to the cloud including developing the migration roadmap identifying the constraints and inhibitors to cloud migration with detailed migration plan:
 - i) The configuration proposed to fulfil day-1 requirements with the explicit understanding that during the duration of the contract these nominal profile requirements will change.
 - ii) Procedures and documentation to be developed for migration of applications and data & content including redevelopment/additional development that may be required.
 - iii) Plans for co-existence of cloud architectures during and after migration.
 - iv) Communication, change management, and training needs.
 - v) Cloud governance for post-implementation
 - vi) Test Plans for verifying successful migration.
 - vii) Detailed Risk Management Plan that will identify potential risks, set out possible mitigation approaches, and identifies specific tasks the MSP will undertake to help avoid identified risks connected with the Migration.

b. Migration Process:

- i. Complete architectural understanding of the existing applications and processes necessary for successful migration of the applications and data as well as continued operation and maintenance of the services
- ii. Analysis of the interdependencies such as application dependencies and affinities to servers, server configuration etc.
- iii. Dependencies between applications and data
- iv. Provision the necessary compute & storage infrastructure on the cloud including the underlying software licenses to host the Application Suite that meet or exceed the day-1 minimum capacity.
- v. Setup of Development, Quality, Production and Disaster Recovery Environments by provisioning the necessary compute & storage infrastructure on the cloud along with the underlying software licenses to host the Application Suite.
- vi. Configuring external connections to the hosted infrastructure required to upload database backups and virtual machine (VM) images to the hosting environment.
- vii. Migration of the Application Suite from the existing cloud infrastructure to the new cloud infrastructure. The migration (supported by SI) shall also include the migration of underlying data & files from the current database(s) / storage into the database(s) / storage on the new cloud infrastructure.
- viii. Deployment of the new Applications on the cloud environment as per the TO BE Architecture.
- ix. Configure, manage, deploy, and scale the system on environments setup on cloud.

Exit Management/Transition Out Phase

- a. CSP has to provide support to OIL for transferring data / applications at the time of exit management and as per the guidelines defined by MeitY in Cloud Services empanelment RFP.
- b. Assist OIL in migrating the VMs, data etc., and should ensure destruction of data after concurrence from OIL
- c. Migration of the VMs, data, content and any other assets to the new environment or on alternate CSP's offerings and ensuring successful deployment and running of the OIL solution on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to OIL supplied industry standard media.

- d. The format of the data transmitted should leverage standard data formats (e.g., OVF, VHD...) whenever possible to ease and enhance portability.
- e. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with OIL.
- f. Ensure that all the documentation required for smooth transition including configuration documents are kept up to date
- g. Ensure that the CSP does not delete any data at the end of the contract (for a minimum of 45 days beyond the expiry of the contract) without the express approval of OIL. If data is to be retained the cost for retaining the data may be obtained in the commercial quote.
- h. Once the exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of OIL as per stipulations and shall ensure that the data cannot be forensically recovered.
- i. Provide a comprehensive exit management plan.
- j. Carry out the migration of the VMs, data, content and any other assets to the new environment created by the OIL on alternate CSP's offerings to enable successful deployment and running of OIL's solution on the new infrastructure.
- k. Address and rectify the problems with respect to migration of the OIL application and related IT infrastructure during the transition.
- l. Ensure that all the documentation required by OIL for smooth transition (in addition to the documentation provided by the CSP) are kept up to date and all such documentation is handed over to OIL during regular intervals as well as during the exit management process.
- m. Support and assist OIL for a period of 6 months so that OIL is able to successfully deploy and access the services from the new environment.
- n. Train and transfer the knowledge to the Replacement Agency (or OIL) to ensure similar continuity and performance of the Services post expiry of the contract.

Escalation / severity Levels

Reproducible errors that cannot be promptly resolved will be escalated to higher support tiers for further investigation and analysis. Issues will be categorized and handled according to an assigned severity level, as follows:

Severity Level

Description & Examples

Level 1 - High

Software failure that is critical to current operations and business continuity

	<p>Level 2 - Medium Software Issue that is involved in current operations, but is not critical to business continuity</p> <p>Level 3 – Low Technical assistance request that is not involved in current operations and is not critical to business continuity</p> <p>Depending on the severity level set for the case</p> <table border="1" data-bbox="399 604 1308 851"> <thead> <tr> <th data-bbox="399 604 638 660">Severity Level</th> <th data-bbox="845 604 1308 660">Target Initial Response Time</th> </tr> </thead> <tbody> <tr> <td data-bbox="494 672 542 728">1</td> <td data-bbox="1021 672 1133 728">1 hour</td> </tr> <tr> <td data-bbox="494 739 542 795">2</td> <td data-bbox="941 739 1212 795">4 business hours</td> </tr> <tr> <td data-bbox="494 806 542 862">3</td> <td data-bbox="941 806 1212 862">8 business hours</td> </tr> </tbody> </table>	Severity Level	Target Initial Response Time	1	1 hour	2	4 business hours	3	8 business hours
Severity Level	Target Initial Response Time								
1	1 hour								
2	4 business hours								
3	8 business hours								
2	<p>Minimum of two (2) servers shall be provided per rig-site location, with specifications to support smooth sensor data collection and rig- site data aggregation. Number of servers, CPU speed and RAM shall be enough to allow for the required performance. It shall be possible to upgrade these to allow for future expansion should the need arise.</p> <p>a) Rig site location servers shall have adequate compute, storage, configuration etc. requirements and should be as per the rig-site location parameters.</p> <p>b) SERVICE PROVIDER to share required hardware configuration for rig-site servers.</p> <p>c) Rig-site servers shall be sized such that all raw real time data can be stored for a period of two years from the date of data acquisition.</p> <p>d) Servers shall have a minimum of 20 % HDD spare capacity.</p> <p>e) Backup DCC(s) shall be incorporated into the hardware configuration to save the drilling data at regular intervals.</p> <p>f) Servers shall allow a remote connection to be used for remote diagnosis.</p> <p>g) Rig site servers should be loaded with the latest Windows/Linux operating system (OS) and regularly patched for any new releases or security patches.</p>								

3.	<p><u>Business Continuity:</u></p> <p>The disaster recovery (DR) site for the Cloud Service provider (CSP) should reside in India as per MeITY guidelines. In addition, service provider to also ensure that back up data is stored in WITSML format on cloud so that data recovery, in case of downtime, can be quickly restored within 1-2 hours. SERVICE PROVIDER to share all proposed software and specifications to meet the requirement. There should be synchronous sync between the CSP's data centre and DR centre.</p>
4.	<p>SERVICE PROVIDER will be responsible for setup, configuration, integration, regular performance checks and maintenance of cloud service provider (CSP) server hardware, software and services. The SERVICE PROVIDER should provide regular annual CSP services consumption details as part of eRTMAC contract. Additionally, SERVICE PROVIDER shall submit necessary supportings /reports on a monthly basis from CSP and Data transmission service provider for ensuring uptime and availability of the Real-time solution”</p>
5.	<p>Cloud solution provider should have the capability to increase/decrease compute, storage etc. capacities on demand from the portal with an uptime guarantee of 99.9%.</p>
6.	<p>Solution architecture for cloud-based implementation and backup should ensure data residency in India in compliance with GoI regulations.</p>
7.	<p>Proposed CSP (Cloud Service provider) should be from the selected empaneled major cloud service providers by MEITY (Ministry of Electronics and Information Technology).</p>
8.	<p>SERVICE PROVIDER to adhere to the guidelines detailed by Government of India (available at https://meity.gov.in/content/gi-cloud-meghraj) for selecting a cloud service provider and SI partner for PSUs like Oil India Limited.</p>
9.	<p>SERVICE PROVIDER to facilitate the data security certificates required from the CSP as per Government of India, MEITY (Ministry of Electronics and Information Technology) guidelines.</p>
10.	<p>SERVICE PROVIDER will provide and maintain the cloud services in partnership with cloud service provider.</p>
11.	<p>SERVICE PROVIDER will be responsible for provisioning, installation, configuration, management, monitoring of security services as per the requirements of COMPANY.</p>
12.	<p>SERVICE PROVIDER will be responsible to maintain and manage access control with Network Security Group and identify any security configuration gaps.</p>
13.	<p>SERVICE PROVIDER will be responsible to conduct security / risk assessment, implementation of Multi-Factor Authentication Services and perform comprehensive application security checks.</p>

14.	SERVICE PROVIDER need to ensure to deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer.
15.	SERVICE PROVIDER needs to deploy security patches on hardware and software regularly and take regular backups of security configurations.
16.	SERVICE PROVIDER to ensure requirements are fulfilled by providing required infrastructure, application connectivity, data security (including interfacing with tools, encryption of data being sent across network as required per the standards) and adhere to all statutory security guidelines of Govt. of India.
17.	In case of system/application/capability failure, the solution shall support failure management, event management including monitoring, detecting and automatically notifying service area/support contacts of the failures, etc. Solution shall allow for configuring system failure actions and responses.
18.	SERVICE PROVIDER will have complete ownership of cloud procurement, deployment, testing, maintenance and support for the end-to-end cloud solution, which includes cloud infrastructure, cloud services and the SERVICE PROVIDER solution.
19.	If, for whatever reason, the eRTMAC is shutdown, the system must be able to start-up and achieve the best possible match as quickly as possible. It must also be able to update itself to take into account changes to the system such as depth change (eRTMAC shall update all parameters available through the WITSML rig-site data transfer).
20.	<i>Integration with existing COMPANY ERP - Push:</i> Systems should be able to integrate with SAP ERP system to transmit selected parameters/values from eRTMAC using SAP web services/PI module/API integration/connector so that required reports can be automated from SAP. The data points to be transferred to SAP are limited to those present in the COMPANY IADC Report Format (See <u>Annexure III</u> for COMPANY IADC Report Format). This transfer shall be done once a day at 6:30 AM (IST) every day. In case any additional license is required for integration with SAP, the vendor must take it into consideration.
21.	<i>Gateway for Alerts and Notifications:</i> SERVICE PROVIDER should be able to configure key alerts and notifications in the system so that it can be raised in alarming situations. SERVICE PROVIDER should also provide gateway so that selected alerts and notifications can be sent (through WhatsApp and E-mails) to mobile devices of COMPANY employees.

22.	<p><i>Security:</i></p> <p>SERVICE PROVIDER to ensure the data visualizations is accessed on mobile by COMPANY employees through secure connection (SSL encryption) from mobile to eRTMAC server. SERVICE PROVIDER should also ensure secure user authentication of COMPANY employees through SSO to access eRTMAC visualizations. OIL's current identity source is Azure AD and for enabling SSO for the eRTMAC application(s), federation services may have to be factored by the vendor.</p>
23.	<p><u>Security:</u></p> <p>SERVICE PROVIDER needs to ensure that the CSPs facilities/services are certified to be compliant to the following standards:</p> <p>ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards</p> <p>ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology</p> <p>ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds.</p> <p>ISO 20000-1 – NOC and SOC facility must be within India for the Cloud Environments and the managed services quality should be certified for ISO 20000:1.</p>
24.	<p><i>Security:</i></p> <p>Necessary VAPT to be conducted at regular intervals (12 months) mandatorily by a 3rd party SERVICE PROVIDER or whenever specially requested by COMPANY through CERT-In empanelled auditors. The observations must be noted, and vulnerabilities mitigated within reasonable time as decided in consultation with the COMPANY IT team.</p>
25.	<p><i>Security:</i></p> <p>A security audit shall be conducted every 6 months and a security audit report shall be submitted to OIL which shall include the web/mobile application-level vulnerabilities and provide recommendations for remediations of identified vulnerabilities. SERVICE PROVIDER shall be responsible for fixing issues raised by third party security Auditor nominated by COMPANY or by the SERVICE PROVIDER so that security audit clearance certificate can be issued as per CERT-In Requirements. The action taken report must be submitted to OIL within 2 months of the reported vulnerability report from the auditors.</p>

	<p><i>Security:</i></p> <p>26. The files associated with eRTMAC are to have restricted access. Only users designated as Administrator shall have access to executable and model files. A second level of authorization (e.g. for operators/executive) will not have editing access. The eRTMAC software shall have the capability to assign intermediate levels of access.</p>
27.	The overall maintenance of all supplied Hardware and Software is in the scope of SERVICE PROVIDER. Software maintenance, upgrade and support Contract for the supplied software, maintenance of all data management services, including patches, upgrades and support of new WITSML versions are included in the scope of work. Any upgrades, updates issued by the OEM during the active contract period shall be provided to COMPANY without any additional cost.
28.	The system should have a high MTBF. Design and selection of equipment shall be consistent with the long-term trouble-free operation of the equipment.
29.	“SERVICE PROVIDER will keep all the data within the boundaries of India during the currentcy and on expiry of the contract. During demobilization, entire database of real-time data shall be transferred to COMPANY server(s) as directed by COMPANY”
30.	Any additional technical requirement for the seamless integration shall be supplied by the SERVICE PROVIDER. All the supply/services for interfacing with COMPANY network at DCC-FHQ, Duliajan and cloud service provider’s data Center or disaster recovery Center, so as to bring data from Rig to centralized location is the sole responsibility of the SERVICE PROVIDER
31.	All the standard software (Operating System, Database Management System, Compilers, Utilities, data management and analytics Software and Drilling Applications Software etc.) should be provided along with valid license.
32.	<p><i>Time reference and synchronization:</i></p> <p>The Time synchronization across systems at rig-site and FHQ-DCC d level along with integrated applications is very important. The system, protocol, standards etc. shall be designed such that the time- stamped data starting from rig level shall travel up-wards to DCC- FHQ Server, CSP server and also to integrated third party application/data centers. This scheme shall be designed to achieve the time synchronization amongst different systems without causing congestion on communication channels. The SERVICE PROVIDER shall have a system which verifies that the correct time zone is transmitted via WITSML without any ambiguity. The time shall in no circumstances be changed/alterd for the surface system while an LWD/MWD/Wireline tool is down hole.</p>

32.	The successful SERVICE PROVIDER shall design and submit the network node IP addressing scheme and a network plan for approval/ incorporation into overall IP addressing schemes of COMPANY at the detailed engineering stage of the project in accordance with the IT implementation scheme in COMPANY.
33.	All surface parameters (mechanical and hydraulics instruments) shall be updated on the SERVICE PROVIDER's Data acquisition system with the same frequency as sampled. Exception is down-hole measurements where the update frequency is restricted by the data transmission to surface. In this case the update frequency on the SERVICE PROVIDER's WITSML server shall be the maximum possible frequency allowed by the down hole to surface data transmission system.
34.	The solution should adhere to the policies of the COMPANY IT department with regards to firewalls and proxy- Servers.
35.	The SERVICE PROVIDER shall make sure that the streaming of data from the acquisition system to the SERVICE PROVIDER WITSML server will be as automatic as possible and minimize the potential human errors.
36.	The time between data capture and the availability of those data at the WITSML server shall be within 1 second to 10 seconds.
37.	COMPANY reserves the right to allow third party companies to access COMPANY data on the SERVICE PROVIDER's managed WITSML server. The SERVICE PROVIDER shall enable a controlled arrangement as and when required. If there is ambiguity in the WITSML standard with regards to data content or data format, the SERVICE PROVIDER will publish data on the WITSML server according to guidelines provided and agreed by COMPANY
38.	The SERVICE PROVIDER shall be able to receive Third Party data on WITS level 0 and WITSML, LAS and any other standard data feed.
39.	The SERVICE PROVIDER shall be able to send Third Party data on WITSML, LAS formats.
40.	When data is available from the rig, the SERVICE PROVIDER shall at all- time stream time based WITSML data, from when the well is started till when it is finished or temporarily abandoned. System will be put to use for continuous operation from one well to another. SERVICE PROVIDER has to bring sufficient back up of all equipment/hardware/software for ready replacement and uninterrupted operations.
41.	SERVICE PROVIDER has to submit technical literature, software capabilities and outline drawings of equipment/hardware/software for undertaking the work along with equipment list at the start of contract.

42.	<p>SERVICE PROVIDER should provide an anti-virus or EDR solution for all servers deployed in the public cloud as well as for the remote workstations or PCs at rig site/FHQ-DCC.</p> <p>The SERVICE PROVIDER must setup a anti-virus server and ensure the server is updated regularly and updates are pushed to the other applicable servers periodically.</p>
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FHQ Drilling Command Center

J	TECHNICAL REQUIREMENTS: FHQ Drilling Command Center
1	<p>The FHQ Decision Command Center will consist of one (1) eRTMAC-DCC room which will be housed on the 2nd floor (Ground + 1) of the COMPANY Drilling Department at NIA (New Industrial Area) located in Duliajan, Assam. The eRTMAC-DCC room shall be fitted with state-of-the-art visualization, communication and collaboration technologies for management of digital information and improved decision making. Indicative eRTMAC-DCC room layout has been shared as Annexure- II and they shall be used as a reference only. The SERVICE PROVIDER shall take measurements of available space, shall incorporate minimum hardware requirements mentioned in functional and technical scope and shall propose the optimized room layouts, based on inputs and knowledge from advanced collaboration environments which shall incorporate best in class human-centered design concepts. SERVICE PROVIDER shall proceed to construct the rooms once COMPANY has approved the layouts.</p> <p>The eRTMAC-DCC (Drilling Real-time Intelligent Visualization Environment) room shall have capacity for up to twenty (20) people. The room will have a state-of-the-art Display Wall System, Display Controller and 07 (seven) consoles for simultaneous sharing and review of real-time drilling information to identify and prioritize issues. Additional video conferencing equipment shall also be provided in eRTMAC-DCC room (with high resolution camera and microphone) to enable crisp communications capabilities with third parties outside the COMPANY network.</p> <p>The eRTMAC-DCC room shall be provided to COMPANY fully equipped, with video conferencing system, sound system, collaboration tools, workstations/consoles, ergonomically designed furniture's, smart conferencing software application (Microsoft Teams or equivalent) and VOIP systems for communication with the Rig site.</p> <p>The rooms will be designed and set-up by suitably qualified personnel who will deliver on the following requirements, amongst others:</p> <ul style="list-style-type: none"> a) Internal fittings and furnishings b) Electrification as required.

- c) Air-conditioning as per requirement
- d) Lighting and illumination as per design
- e) Security system of the rooms and QHSE
- f) Power back-up through on-line UPS

SERVICE PROVIDER shall also provide a solution to allow content from eRTMAC-DCC room to be viewed by remote users either working remotely on a Windows PC, or mobile devices with iOS/Android devices, e.g. DIC/IM/AM (Drilling-In-Charge/Installation Manager/Asset Manager) on the move, deployed field personnel or remote experts over the internet simply using URLs without having to install any special or proprietary application software on PC or mobile devices.

It shall allow content from eRTMAC-DCC room to be combined in a tiled fashion to be shared with remote users. This solution, while making it possible working together in the eRTMAC-DCC room.

The displays shall have source inputs that are arranged on the Situational Awareness Graphics (SAG) and other displays as “perspectives” or “Pre-set views”. This shall allow anyone in the room to quickly attain situation awareness of the process, to share information from drilling rigs with remote experts, shall not in any way affect or interact with secure networks. Moreover, the solution shall be in compliance with relevant COMPANY’s IT practices

Large Display Walls (LDW) shall be sized and designed for a large number of people. The display wall controller technology, the user interface to the display walls for use in the eRTMAC-DCC room shall reside in the Equipment Room.

The Large Display Walls (LDW) shall be comprised of a 7 X 2 full HD resolution, 55" bezel-less tiled LCDs for high brightness applications, providing an image size of at least 8.3 m x 1.3 m on single wall in the eRTMAC-DCC room. It shall be mounted on the wall facing the 7 (seven) consoles in the eRTMAC-DCC room.

The main purpose of Display Walls is to accurately display situational awareness overview graphics, dashboards, maps, and other related applications and graphics. A single display wall shall encourage collaboration of multi-disciplinary roles. The Large Display Walls (LDW) shall be built expressly for continuous 24x7 operations.

The display wall technology provided shall meet the following specifications as a minimum.

- a) The display wall in the operations room is made up of 7x2 setup of 55" tiled LCDs.
- b) Bezel-less design with inter-screen gap of 1mm or less .
- c) Robust Mounting structure to be provided.

	<ul style="list-style-type: none"> d) Display wall should allow any of the faulty LCD panels to be attended/unmounted without dismantling/removing any other panel in the 7x2 display wall. e) Each LCD screen shall have minimum Full HD resolution, thus supporting a native resolution of 1920 x 1080 pixels for each display screen f) The display technology shall be robust and power efficient and shall be able to provide minimum 700 nits of brightness with a contrast ratio of not less than 1200:1. g) Display screens shall have H & V viewing angle 178° or more to provide good visibility to operators. h) The SERVICE PROVIDER should also provide as Onsite Spares , 3 (three) nos of LCD panel. i) Display Wall Controller (of same make as display wall) with distributed, modular and redundant architecture providing movable and scalable PiPs. j) DVI/DP/HDMI/network cables shall run from the applicable stations console in each process location underneath the raised floors going to the rack into the video processor located in the equipment room or underneath the video wall. k) The display screens shall have BIS certifications
<p style="text-align: center;">2</p>	<p><i>Display Wall Controller (DWC):</i></p> <p>SERVICE PROVIDER shall provide the Display Wall Controllers (DWC) that enable personnel to share a common view of images from a wide range of visual information sources. The controller provides user configured perspectives of these sources on the display wall.</p> <p>These sources to the wall controller are 7 (Seven) individual operator stations with 3 (Three) outputs for each operator station within the eRTMAC-DCC room as well as a Video Conferencing Setup in eRTMAC-DCC room & four nos. of laptop / pc inputs.</p> <p>The Display Wall Controller shall be able to display the above identified sources in different pre-set perspectives/layouts. These perspectives/layouts shall be defined by SERVICE PROVIDER and approved by COMPANY</p>

3	<p><i>Wall Controller Specifications:</i></p> <p>The display environment in eRTMAC-DCC shall feature a powerful and configurable video processor that is capable of handling high-resolution displays from multiple display sources.</p> <p>Display wall controller shall be of same make as the Display wall. The following minimum requirements shall be met & implemented:</p> <ul style="list-style-type: none"> a) It shall be based on distributed architecture. Minimum two (2) numbers of small, individual hardware-based controllers driving sub-portions of the display wall shall be used & programmed to work together to show a seamlessly combined and composed picture that is hardware frame locked for a synchronous picture on the full display wall to treat the entire display as “one logical display”. b) The control ware architecture shall have good redundancy levels (at least N+1). For example, if a particular controller, driving a particular sub-section of the wall, fails then a redundant controller shall automatically be able to take-over the task of that controller & automatically DCC the portion of the display being DCC by the failed controller with the same layout of PIP sources which was being shown by the failed controller. This activity of take-over shall be automatic & shall not require any action from user like physically swapping the controller. c) Option to expand number of PIPs in the future
4	<p><i>Wall Controller User Interface:</i></p> <p>The controller shall be the method that an administrator interacts with the Display Wall System creating the perspectives. The Display Wall System shall allow multiple perspectives from multiple display sources to be configured for one button access to bring up each perspective. The call up button shall be from the Display Wall Controller itself or be configured on the user graphics from the stations at a console.</p> <ul style="list-style-type: none"> a) The display wall processor shall be equipped with a command interface, which is used to control the operation of the display, for example the size and location of the pre-sets on the high-resolution displays. b) The control interface shall be versatile and able to be accessed from multiple types of control devices (e.g. touch panels, tablets, PCs, laptops, smartphones)

5	<p><i>Console Specifications:</i></p> <p>Each console shall be designed for a single person. Consoles in the DCC room shall be provided with the following equipment:</p> <p>Three (3) 24" HD monitors(all 3 in lanDCCape mode),used for operations monitoring mounted on the console, or similar configuration (viewing area)</p> <ul style="list-style-type: none"> b) Processor: 6 cores, 12M Cache, Base frequency – 2.70 GHz c) RAM: 32 GB RAM DDR4 2666 d) Graphics Card: Intel® UHD Graphics 630 (or higher), minimum 350 MHz e) HDD: 512GB Solid State DCC (SSD) f) Operating System: Windows 11 (64 bit) g) Network: 1Gbps (a) Integrated Gigabit Ethernet ports (b) 10G MMF Network Card with dual ports along with DCCr for both the supplied OS (OEM Certified) h) Keyboard and mouse i) Anti-virus must be installed and regularly patched on the console workstations. j) Proper access mechanism must be ensured in the workstation to avoid unauthorized access
6	<p><i>Console User Interface:</i></p> <p>The SERVICE PROVIDER shall provide a solution allowing the display of multiple sources on these console monitors to provide a visually integrated view of different processes & systems to the users.</p> <p>This solution shall be tightly integrated with the Display Wall Controller & should provide the flexibility to users to display various scenarios/combinations on monitors of these Operator Consoles. Some of these could be:</p> <ul style="list-style-type: none"> 1) Monitors of Operator Consoles displaying only the content of its local/dedicated PCs. 2) Being able to treat content of individual monitors as independent streams/sources for Display wall. 3) The solution shall allow displaying data up to a minimum of three wells simultaneously on each console. <p>Since this solution will need to work together with the Display-Wall & display wall controller, it should be of same Make as the Display Wall & Display Wall Controller</p>

7	<p><i>Console Furniture:</i></p> <p>Support bars for the monitors shall be adjustable (left/right, up/down, and tilt) to provide engineers and operations monitoring personnel in the eRTMAC-DCC room with an optimal view of the monitors.</p>
8	<p><i>Console Furniture:</i></p> <p>Each eRTMAC – DCC room console shall include an electrical power strip with surge protector internal to the console for any electrical connections. Electrical connections shall be installed using 220/230 VAC, 50 Hz plugs and sockets for use in India as follows:</p> <ul style="list-style-type: none"> a) Operator console furniture shall be of a modular design utilizing aluminum or steel supports b) Bare metal shall be painted with powder-coated, fine textured paint
9	<p><i>Console Furniture:</i></p> <p>DCCDCC rooms shall be supplied with a total of twenty (20) office-type chairs providing lumbar support and designed for approximately eight (8) hours of continual use. Chairs shall use black covers and be capable of being raised, lowered, and leaned backward or forward based on operator comfort. Chair legs shall be roll able with 5 points of contact with the floor for stability. Chairs shall include arm rests</p> <ul style="list-style-type: none"> a) Chairs shall have castors for carpet-covered floors as standard. b) Chair castors shall be easily replaceable. c) Chair fabrics should be easy to clean. d) Natural or artificial leather shall not be used for chair fabric. e) Woven and knitted fabrics should comply with the highest contract grade. f) Chair adjustments shall be simple to understand, and easy to use while seated. g) Seat height should be adjustable as per standard product h) The seat height adjustability should be available when seated. i) Chairs shall have controls to govern weight adjustment for both seat and back j) Chairs shall have a seat width between 450 – 500 mm. k) Chairs shall have seat depth between 430 – 450 mm with a waterfall sloping front edge. l) Chairs shall have a backrest height that accommodates a sitting shoulder height of 510 mm. m) Lumbar support should be adjustable. n) Tilt mechanism with locking system should be available. g) Chair should be able to rotate full 360° in either direction.

10	<p><i>Console Furniture:</i></p> <p>All console furniture shall include a beveled, impact edge where personnel may be sitting.</p> <ul style="list-style-type: none"> • The worktop coating shall be light grey or equivalent with a high-pressure plastic laminate surface. • Side, front, and rear panels shall be removable for cabling, equipment, and device installation and maintenance. • Each console shall include an under-desk installation space for storage of KVM switches, thin client machines, or other equipment. <p>All equipment, such as KVM switches or power switches, installed in the console shall have nameplates affixed to the console for equipment identification.</p>
11	<p><i>Console Furniture:</i></p> <p>All furniture shall be designed for installation in environmentally controlled room with the following specifications:</p> <ul style="list-style-type: none"> • Ambient temperature: between +10°C and +40°C • Relative humidity: between 30% and 75% (without condensation)
12	<p><i>AV System:</i></p> <p>An Audio Visual (AV) teleconferencing system shall be installed in the DCC rooms.</p> <ol style="list-style-type: none"> a) The AV system shall be integrated into the telephone system and the Display Wall System. b) SERVICE PROVIDER shall provide the speakers, cameras and microphones required for the scope of work. Speakers, cameras and microphones shall be installed by SERVICE PROVIDER. c) SERVICE PROVIDER shall design the DCC room and select appropriate noise-cancelling technologies to ensure that sound levels are appropriate for all rooms. d) SERVICE PROVIDER shall perform acoustic design on the room and implement an appropriate combination of sound - absorbing technologies, including panels, paints and floor coverings as needed, to reduce noise to an acceptable level with no echoes as per design. e) Although the rooms should be designed to allow the participants to have a traditional meeting, the ability to speak to everyone in the room will need to be reduced because of the size of the room and number of personnel working there. f) Each operations area shall be sound segregated as much as possible from the other operations areas. Technologies such as white noise generators, domed ceiling, stepped ceiling or half domed fixtures hanging down from the ceiling shall be considered.

13	<p><i>Workstation-cum-UPS storage area:</i></p> <p>The Server-cum-UPS storage area shall be sized to hold the Workstation/UPS system for the DCC room. SERVICE PROVIDER shall supply the UPS system to provide conditioned power to the DCC room equipment.</p> <p>a) Fire extinguisher shall be installed on the outside of the battery storage area.</p> <p>b) Cabinets or racks shall be provided in the battery storage area for storing maintenance tools and safety equipment.</p> <p>c) Smoke detectors to be installed in both the UPS room and the DCC</p>
14	<p><i>Power Distribution Panels (Main Panel):</i></p> <p>Incomer: 2 nos. with suitably rated (Capacity) MCCB of 50KA short circuit capacity. MCCBs should be of Four Pole, thermal magnetic and Ics=100% Icw. Both incomers should have mechanical and electrical interlocking facilities. Indication lamp, digital ammeter, digital voltmeter and multifunction meter should be there in the incomer panel.</p> <p>Outgoing: 4 nos. outgoing with suitably rated (Capacity) MCCB of 36KA short circuit capacity, one for Power distribution panel, one for UPS and 2(two) as spare should be there. MCCBs should be Four Pole, thermal magnetic and Ics=100% Icw</p> <p>The outgoing supply for UPS must be suitable rated ACDB panel with adequate protection system should be considered.</p> <p>GA drawing of panel shall have to be approved by OIL prior to manufacturing of the same.</p> <p>Earthing of Main Panel:</p> <p>Earthing for the Main Panel shall be done with 2 nos. of G.I. earth pipe 3-metre-long, 100 mm dia (Conforming to BIS:1239) including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.</p> <p>G.I. Earth strap shall be supplied with the earth electrode for connecting the earth electrode to the equipment. Earth strap shall be terminated in the electrode/equipment with proper size of zinc coated nuts and bolts.</p> <p>All other 3-phase electrical equipment's have to be double earthed and 1-phase electrical equipment's to be single earthed using adequate size of cable.</p>
15	<p><i>Power Distribution Panels :</i></p> <p>The Power Distribution Panels (PDP) shall be utilized and sized to supply power to automation system cabinets, engineering workstations, printers, switches, servers and ancillary equipment. At least 20% spares for outgoing electrical items should be considered for the "Power Distribution Panel" (PDP).</p>

	<p>All outgoing of the panel should have adequate protection system. The PDP will be split as follows:</p> <ul style="list-style-type: none"> a) PDP panels for electrical loads under UPS b) PDP panels for utility electrical loads (e.g. light and sockets in cabinets) not under UPS <p>Note:</p> <p>Loads assignment will be designed in order to properly balance each UPS phase. Loads relevant to devices having single (not redundant) UPS feed shall be assigned to UPS-A or UPS-B in order to balance the loads between the two UPS and to minimize the effects in case of one UPS failure. Under normal operating condition, power to the Main LT Panel & the PDP shall be fed from OIL normal supply. In case of power failure, UPS backup shall have to work for a minimum 180 mins.</p> <p>A tentative electrical schematic with detail specifications in this regard is attached herewith as Annexure-I</p>
16	<p><u>UPS AC Electrical Power:</u></p> <p>All control systems, safety systems, Display Wall Systems, Display Wall Controllers and their associated input devices shall be designed to accept and be provided with independent UPS power feeds.</p> <p>The supplies shall be powered from two separate power feeds. One feed shall be from UPS and the second feed from an alternate conditioned AC source. The UPS power provided at the DCC room shall allow for continued operations for all systems in case of temporary loss of power (e.g. three hours) or to bring the DCC room and associated process units to a controlled shutdown in case of a longer duration power loss.</p> <p>UPS systems shall be provided for each of the following areas or functionalities:</p> <ul style="list-style-type: none"> a) Display Walls, Computer and Storage Systems b) Video conferencing c) Telephone System <p>The UPS shall be sized with 50% spare capacity.</p> <p>Each UPS battery shall be sized to provide battery backed-up power for minimum 180 minutes under fully loaded inverter.</p> <p>The DCC room shall be powered from two sources a) UPS, if available, and b) normal AC power source.</p>

17	<p><i>Utility Power: (415V/230V AC)</i></p> <p>AC power for lighting fixtures and sockets shall be provided from independent non-UPS sources. Power supply for AC units to be provided with ELCB/RCCB for each and every unit.</p>
18	<p><i>UPS Capacity:</i></p> <p>The capacity of the UPS system in the FHQ Drilling Decision Command Center shall be determined during detailed design. However, power backup for the UPS should not be less than 3 hrs. Design of UPS and battery to be carried out accordingly.</p>
19	<p><u>Telecommunications</u></p> <p>SERVICE PROVIDER shall supply the telecommunications and VOIP systems to be installed within the DCC room. These shall seamlessly integrate with the remainder of COMPANY’s telecommunications systems.</p> <p>The system shall utilize Voice over Internet Protocol (VoIP). The use of VoIP phones on the PIN within the DCC facilities shall require that all PIN switches be capable of providing “power over Ethernet”. VoIP technology shall allow easy integration with other systems (where required), and future expansion compatible with the latest technology.</p>
20	<p><i>Network Security:</i></p> <p>A sound network security shall be provided. Security shall be an integral part of the system and be based on IEC 62443.</p> <p>Network systems can be exposed to a variety of different security threats. Each needs to be considered and defended against. For example, a boundary firewall shall be made available in the cloud infrastructure so that network messages using specified protocols are either permitted or denied access into the control network using firewall policies. This shall keep the bulk attacks out, particularly the average IT worm or the common denial of service attack.</p> <p>Servers and controllers with a robust security implementation shall be installed. After a user successfully connects to a server or controller, the security configuration shall ensure they only get access to the specific applications and data they are supposed to have access to. Attempts to access other services or data shall be blocked and logged.</p> <p>The system shall ensure workstation security by authenticating users.</p> <p>The perimeter firewall providing the boundary security, the OT firewall providing the internal security and the server providing the application security shall form part of an essential multi-layer environment.</p>

21	<p><u>Ethernet LAN:</u></p> <p>SERVICE PROVIDER shall design the DCC equipment to meet the IEEE 802.3 series Ethernet LAN requirements, based on a high- performance networking platform, enabling the transfer of massive amount of data between multiple locations. The network shall enable video, audio, and data to be simultaneously transmitted over the LAN.</p> <p>The local and wide-area network portions of the system shall be compliant with Ethernet and TCP/IP specifications. The system architecture shall allow for the use of both LAN and WAN technology in the same system. The system shall support all media forms of Ethernet including copper and fiber optic (single mode and multimode)</p>
22	<p><u>Electrification:</u></p> <p>OIL is responsible for providing power supply at the feeder pillar near NIA Auditorium. All the electrical connection, panel supply erection, testing commissioning, earthing works, cable laying from the feeder pillar and any other electrical work shall be under the scope of the contractor. The entire wiring and distribution of power as may be required for different usage will be done by the CONTRACTOR after taking consent from OIL representatives.</p> <p>a) The power and earthing cable from Feeder Pillar to the proposed setup shall be of size 3.5CX120 sqmm XLPE Armoured Aluminium Cable (minimum) and 1CX70 sqmm XLPE Aluminium Cable (minimum) respectively. Length of the cable shall be as per site requirement. Make of cables should be of premium brands such as Finolex/Havells/RR Kabel/ Polycab/KEI). The power and earthing cable from Feeder Pillar to the proposed setup shall be laid in underground cable trench. The trench will be made in soil along the route decided in consultation with OIL. The trench will be 750mm deep, 400mm wide. The trench bottom will be filled with 75mm thick layer of clean sand and levelled to give flat bedding for cable. The cable shall be laid on this sand bed. After laying the cable in the trench the trench will be filled with another layer of clean sand of thickness 75mm. This sand layer will be levelled and complete trench length covered with A- Class bricks. The bricks will be placed perpendicular to the cable route closely without any gap. The trench will then be filled with soil and the soil surface shall be dressed properly. The power and earthing cable has to be saddled on the wall using cable tray wherever necessary.</p> <p>b) The power and earthing cable from Main Panel to PDP and UPS shall be of size 3.5CX70 sqmm XLPE Armoured Aluminium Cable (minimum) and 1CX35 sqmm XLPE Aluminium Cable (minimum) respectively.</p>

c) The wiring cable shall be single core, PVC insulated, 1100v grade, FRLS, flexible, stranded copper conductor and approved by ISI, Fire Insurance Authority & Tariff Advisory Committee. Following wire sizes shall be used.

1) 3x1.5 sq mm single core cable (Red for Phase, Black for Neutral and Green for Earth) for light and fan point wiring. Make of cables should be of premium brands such as Finolex/Havells/RR Kabel/ Polycab/KEI).

2) 3x2.5 sq mm single core cable (Red for Phase, Black for Neutral and Green for Earth) for circuit wiring from DB to SB/5 amp Socket Points. Make of cables should be of premium brands such as Finolex/Havells/RR Kabel/ Polycab/KEI).

3) 3x4.0 sq mm single core cable (Red for Phase, Black for Neutral and Green for Earth) for power socket wiring from DB to 15 amp power sockets and AC. Make of cables should be of premium brands such as Finolex/Havells/RR Kabel/ Polycab/KEI).

d) All conduits in roof space shall be 19 mm (25 or higher size if required), medium grade, fire retardant PVC and approved by BIS. Conduits in the floor shall be metallic (Galvanised Iron). In case any wiring is required on walls for sockets, SB etc, the same shall be laid in proper size casing capping (Make of conduit/casing capping should be of premium brands such as RICHA/PLAZA/AKG/PRESTO PLAST).

e) All switches, sockets, regulators, switchboard covers, blank plate shall be of fire-retardant material and modular type in white color. Make should be of premium brands such as LEGRAND/SCHNEIDER/CRABTREE/INDOASIAN/ HAVELLS/ MK.

f) Metal clad switch-socket unit, 20/25 Amps shall be provided for AC. Make of switch-socket: LEGRAND/SCHNEIDER/SIEMENS/INDOASIAN/HAVELLS.

g) All light fittings shall be of LED and make and type approved by COMPANY. Make of Light Fittings should be of premium brands such as PHILIPS/GE/BAJAJ/CROMPTON/ HAVELLS/JAGUAR/OSRAM. Spare lamps and fittings shall be supplied for immediate maintenance work (20% of installed quantity for fittings).

h) Suitable LED luminaries are to be used for illumination in the DRIVE Room.

i) All wiring cables shall be PVC insulated, PVC sheathed, 1100v grade, heavy duty, and have galvanized armour, stranded copper conductor and approved by BIS 1554.

	<p>j) However, in case of conduit wiring for servers, single core, PVC insulated, 1100v grade, fire-retardant, flexible, stranded copper conductor cable approved by ISI, Fire Insurance Authority & Tariff Advisory Committee shall be used.</p> <p>All cables from panel board to UPS and UPS to DB shall be of ISI approved stranded copper armoured and sizes shall be as per load requirement.</p>
23	<p><u>Flooring:</u></p> <p>a) Floor finishes shall be of a heavy contract grade carpet and pass the castor chair test.</p> <p>b) Carpet tiles shall have a reflectance value between 0.2 and 0.3 (approximately).</p> <p>c) Finishes shall meet the minimum standards for vertical electrical resistance at 30% humidity and should have an anti-microbial agent to inhibit contamination.</p> <p>d) Carpet tiles should have a small random pattern or 'fleck' to minimize the effects of soiling.</p> <p>Floors should be of the raised access type to provide access to underfloor cables. Tiles should be of high-density particleboard, steel encapsulated. The underfloor void provided by the raised access floor should have a minimum height of 200 mm.</p>
24	<p><u>Carpet:</u></p> <p>Carpet must cover the floor of DCC room. The broad specification include that the item must be Carpet Tiles, Fiber 100 % PP (polypropylene) and Gauge 1/10". The item must have anti-static and anti-stain properties and must be inflammable. The color of the carpet should match with the interiors and should provide a smooth and elegant look.</p>

25	<p><u>Ceiling:</u></p> <p>Ceilings should be installed to one level wherever possible and tiles shall be matte white with a minimum surface reflectance of between 0.7 and preferably 0.8. Planned maintenance should be established to ensure that this reflectivity does not degrade over time. This is particularly important where the light levels are achieved by reflecting light from the ceiling surface (up lighting). The selection of class ‘A’ acoustic tiles offers the potential for noise reduction</p> <p>The ceiling tiles must be made for new generation sound, light and e- tech comprises new generation mineral wool and bio soluble additives with excellent fire resistance and acoustic performance - ‘PINHOLE’ with Textured and micro perforated surfaces. The make should be of reputed brand like Knauf AMF, Germany or equivalent.</p> <p>The above boards to be provided and fixed to complete with visible metal grid suspended ceiling system made from roll formed profiled Main Runner Tee of section 38x24 mm with cross tee to fit in dog bone section to form grid size 600mm x 600mm supported with suspenders of G.I. wire beneath concrete roof by metal dowels.</p>
26	<p><u>Side Wall Finish:</u></p> <p>The side walls of the rooms (where screens will be mounted) should be well finished with Mat Fabric over soft board and rest of the wall should be laminated with 12 mm [approx.] waterproof Ply fitted over wooden frame with 0.8mm laminated sheet. The material should be resistant to cracking, scratching, staining, colour change, dry heat and steam.</p>
27	<p><u>Air-conditioning:</u></p> <p>Air-conditioning of the DCC room is the responsibility of the SERVICE PROVIDER. The SERVICE PROVIDER will determine the air- conditioning requirement and install required air conditioners at its own cost. SERVICE PROVIDER has also to include for additional 50% cooling in the rooms while estimating the cooling requirement.</p> <p>Tentative estimate for AC requirement – 18 Ton. However, it is subject to actual calculation during the design phase.</p> <p>VRF type cassette AC to be considered for Decision Command Centre (DCC).</p>
28	<p><u>Lighting and illumination:</u></p> <p>The design of lighting and illumination is an important. The placement of different types of lights and facility of controlling the illumination needs to be designed and accordingly provided. Room lighting fixtures (LED lights) on false ceiling should be provided with dimming controls and sufficient lighting behind the video wall.</p>

29	<p><u>Other internal finishing requirements:</u></p> <ul style="list-style-type: none"> a) Bright colours and use of reflecting material for ceiling, walls and floor surrounding the screen to be avoided. b) Suitable door c) Partition wall for video wall d) All electric points and cabling required for the equipment e) All network cabling/points required for the equipment to make it operational f) All samples/designs/materials for room design including flooring, carpeting, ceiling, side wall finish, etc. fulfilling required criteria/specifications as mentioned above to be submitted to COMPANY for approval after award of LOA.
30	<p><u>Work Specification:</u></p> <ul style="list-style-type: none"> a) Entire electrical installation work has to be carried out by a licensed Electrical Contractor as per CEA Rules, BIS and NEC (India). The license for the Electrical Contractor has to be issued/recognized/endorsed by the Electrical Licensing Board, Government of Assam. Copy of valid Electrical Contractor license to be submitted to OIL prior to execution of electrical works. b) The Electrical Contractor has to deploy electrical supervisor and wiremen having valid electrical supervisor license and valid workmen permit to carry out the electrical works. Copies of the licenses and permits to be submitted to OIL prior to execution of the electrical works. c) CONTRACTOR shall submit a list of all the BIS/NECIndia/IEC standards used for preparation of complete electrical/ earthing and air-conditioning scheme d) All Wiring SLDs, Wiring Layouts, electrical drawings showing power scheme, cable route and supports, detail conduit layout plan, SB/Socket position, detail position of light/fan, detailed wiring scheme with labeling of all items is required to be prepared by the CONTRACTOR and submitted to OIL for comments, amendments as required and approval. The electrical and air conditioning design shall be approved by OIL. e) Insulation Resistance Test Report and Earth Resistance Test Report of the entire electrical work as per CEA Rules will have to be submitted to OIL after completion of the job. f) The electrical work shall be treated as complete upon installation, testing & commissioning of electrical works being accepted by OIL and submission of test report for electrical works, AS-BUILD drawings & list of electrical items used, spares for lighting system by the CONTRACTOR. g) All joints shall be made using tinned copper lugs h) All wires to be identified by ferrules. Suitable wire numbering scheme is required i) All socket outlets shall be labeled as per drawing j) Complete earthing scheme with detail of all items is required

31	<u>Safety:</u>
	a) Standard industry guidelines along with guidelines followed by COMPANY for safety during installation work shall be followed by the SERVICE PROVIDER
	b) All persons engaged by the SERVICE PROVIDER for electrification work shall use PPE as required
	c) All portable machines to be used during installation work shall be Class-II insulated and protected by ELCB
	d) Smoke detection sensors with alarm should be placed in the DCC Room.

3.0 **PERSONNEL REQUIREMENT**

3.1 **Deployment of Service provider's Personnel**

Number of Rigs →	0 - 6	7 - 12	13 - 18	19 - 24
Base Coordinator / Project manager	01 (One)			
Drilling Adviser / Consultant	01 (One)			
Drilling Data Analyst per 12 Hours Shift	1	2	3	4
Number of Rigs →	0 - 10		11 - 20	
Data QC Professional per 12 Hours shift	1		2	
Support Personnel for Maintenance of Rig-Site Packages	Pooled persons- who may be deployed for rig sites. 10 personnel should be always available at Duliajan for the project			
Note: In case, during the currency of the contract, the number of Rig goes beyond the above specified limits both for Drilling Data Analyst & Data QC Professional, manpower will have to be increased on the same line as per the above categorization.				

Sl No.	Personnel Type	Role and Responsibilities	Qualification and Experience
1	*Drilling Advisor(s)	Drilling advisor should have excellent knowledge of all aspects of planning and drilling a well and should, in collaboration with SERVICE PROVIDER's network of global drilling experts, and leveraging SERVICE PROVIDER's global database of drilling complications, remedial measures and best practices. Drilling Advisor should be able to provide advisory on improving COMPANY's drilling operations and troubleshooting COMPANY's drilling complications on a daily basis. In special circumstances (eg:	Graduate Degree in Petroleum/Geology/Mechanical or equivalent/higher degree <u>Experience:</u> Minimum ten (10) years' experience in Drilling Development/Exploratory wells with excellent understanding of Drilling operations and of troubleshooting/providing

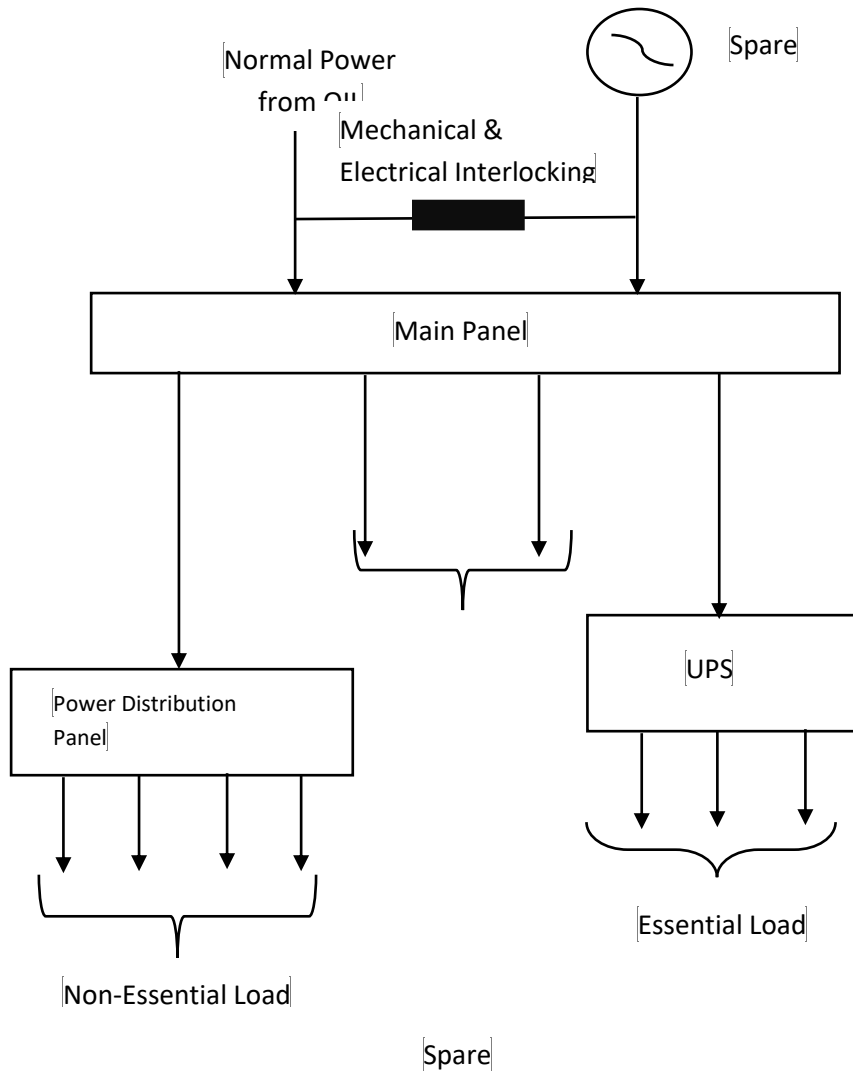
		troublesome drilling, stuck pipe) Drilling advisor shall help provide advisory as per OIL's request during anytime of the day/night. The Drilling Advisor will be responsible for overall eRTMAC value creation and for coordinating with COMPANY's senior drilling executives.	solutions to drilling challenges.
2	Drilling Data Analyst	Data analyst should be acquainted in all drilling activities and should be able to assist in well planning activities in addition to carrying out torque and drag and hydraulic analysis at FHQ in consultation with COMPANY representatives. The Drilling Analyst shall monitor all drilling parameters (WOB, ROP, GPM, Hook Load, Pit Volumes etc.) on a Real- Time basis to detect early onset of drilling tripping complications (such as kick, stuck-pipe, unusual gain/loss , drilling break, abnormal pressure surge, detect surge & swap while tripping) and warn relevant OIL stakeholders. The Drilling Analyst shall leverage SERVICE PROVIDER's global database of drilling complications, remedial measures and drilling best practices to prepare all comparative analytics report on daily basis and mail/send to all requisite executives. Approximately 20% of time to be spent on well planning.	Graduate Degree in Petroleum/Geology/ Mechanical/Electronics & Telecommunication/ Information Technology/Computer Science/or equivalent/higher degree <u>Experience:</u> Minimum 05 (five) years' experience with minimum two (2) years' experience in Drilling Development/Exploratory wells, minimum one (1) years' of rig- site experience and minimum one (1) years' experience of using data analytics/software solution
3	Support Personnel for Maintenance of Rig-Site Packages	Support Personnel for Maintenance of Rig-Site Packages shall be pooled manpower responsible for upkeep of all rig-site packages and may be stationed at the rig-site as well. He shall be in-charge of rigging-up, rigging-down, monitoring, maintaining, troubleshooting, repairing, refurbishing and replacement for all SERVICE PROVIDER equipment/software/ communication system at rig-site. Since such rig-site activity requires physical exertion, deployed personnel should be in prime health which shall be checked against a medical fitness certificate, issued by government authorized medical practitioner, that shall be submitted to COMPANY before mobilization.	Diploma/Graduate or equivalent/Higher. <u>Experience:</u> Minimum 02 (two) years of experience in providing real time data services in upstream oil & gas sector.

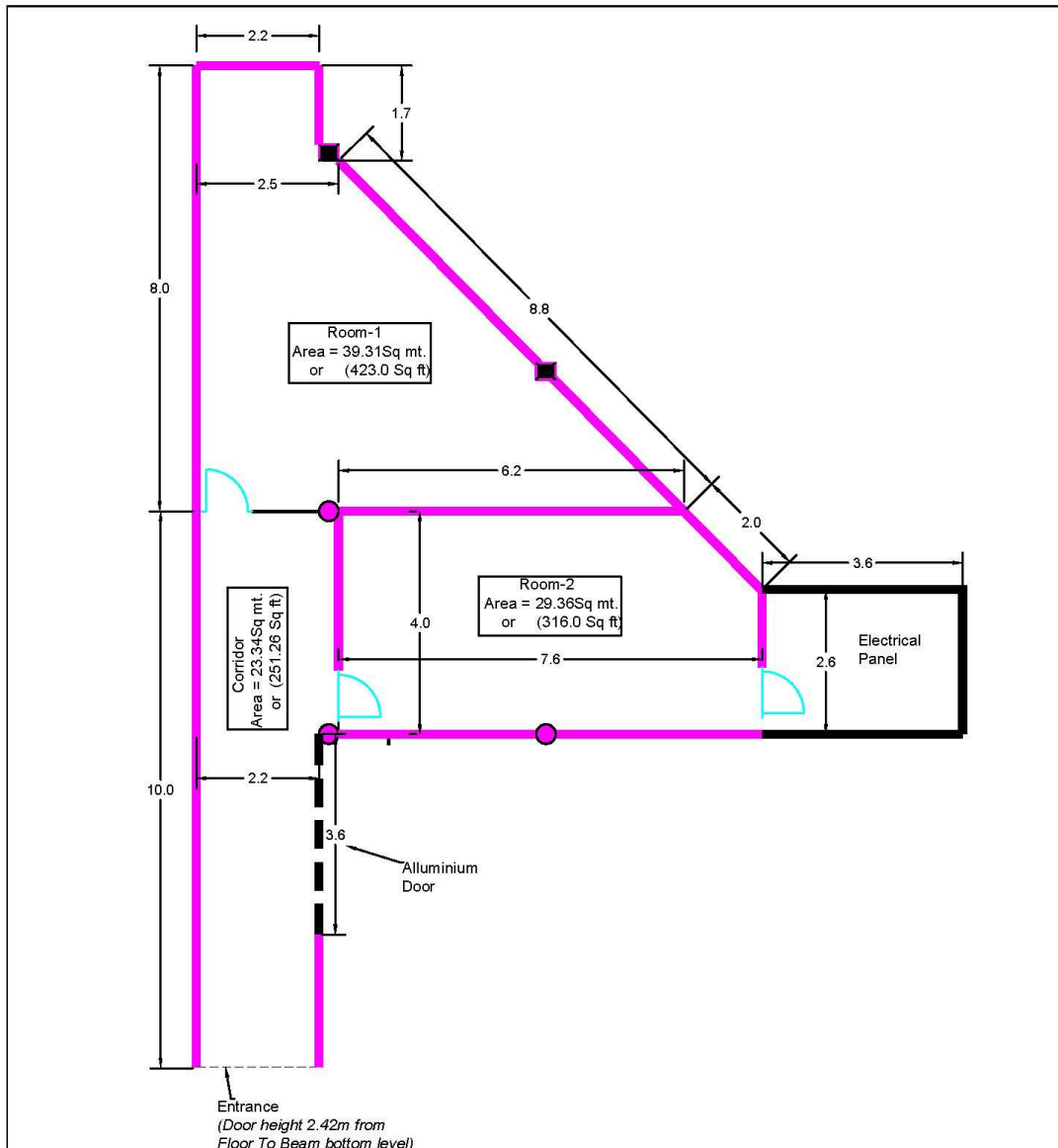
Sl No.	Personnel Type	Role and Responsibilities	Qualification and Experience
4	Data QC Profession	<p>Data QC Professional shall be stationed at the FHQ and shall be in-charge of monitoring, maintaining and troubleshooting all SERVICE PROVIDER equipment/ software/ communication system at FHQ in addition to doing data QC as required.</p> <p>She/he shall assist COMPANY executive in understanding uptime/availability of various systems/sensors.</p>	<p>Graduate Degree in Petroleum/Geology/ Mechanical/Electronics & Telecommunication/ Information Technology/ Computer Science/or equivalent/higher degree</p> <p><u>Experience:</u> Minimum five (5) years' experience with minimum one (1) year experience in Drilling Development/ Exploratory wells, minimum one (1) years' of rig-site experience and minimum one, Minimum two (2) years of experience in providing real time data services including data quality check in upstream oil & gas sector</p>
5	Base Coordinator / Project Manager	<p>Base Coordinator should have good knowledge of all equipment / hardware / software and services being offered by the Service provider and should be deployed in OIL India FHQ on day-to-day basis for co-ordination and smooth running of operations.</p> <p>He/She will also be responsible for ensuring overall project on ground execution per plan and schedule set.</p> <p>He/She will be single point of contact for OIL India Limited for any project related communication.</p> <p>He/she shall provide regular project tracking and status updates to various OIL stakeholders.</p> <p>Base coordinator shall be responsible for Managing project resources and scheduling.</p>	<p>Graduation Degree in Petroleum/ Geology / Mechanical /Electronics & Telecommunication / Information Technology/ Computer Science/ or equivalent/ higher degree.</p> <p><u>Experience:</u> Minimum 04 years' experience in Development/ Exploratory wells field and additional minimum 01-year experience of using data analytics or real time software solution.</p>

6	Drilling SME (Subject Matter Expert)	A Domain Expert that could be serving on the board of prestigious O&G Societies (SPE, Energistics, IADC, IWCF etc.). Should have several SPE papers to her/his name and may also have published patents. Should have at least one year of eRTMAC experience with Supermajors.	<ul style="list-style-type: none"> • To be present on video call as per OIL request. • Is expected to improve / optimize COMPANY Drilling operations & Drilling Analytics Models.
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- 4.0** The SERVICE PROVIDER should nominate their Drilling Advisor(s) before the commencement of the contract and subsequent change, if any, of the Drilling Advisor(s) would be done with the consent of COMPANY. A written request would be required from the SERVICE PROVIDER for the same. Since, the Drilling Advisor will be required to be present at FHQ during all days after mobilization notice, the SERVICE PROVIDER shall submit a suitable rotation schedule. However, OIL will de-hired Drilling Advisor after 02 (Two) years as per clause no. C - *Data Management, Monitoring, Analytics and Reporting, serial no. 40. Note : 1*
- 5.0** All FHQ manpower (Base Coordinator/ Project Manager, Drilling Analyst, Data QC Engineer, Support Personnel for Maintenance of Rig-Site Packages) are envisaged to be deployed throughout the contract period. SERVICE PROVIDER shall arrange for suitable boarding (including meals) and transportation of these personnel during their deployment at FHQ for the entire contract period.
- 6.0** All equipment/hardware/software under this contract shall be managed and operated by qualified engineer and experienced personnel (with proper safety certifications) to be provided by the SERVICE PROVIDER. SERVICE PROVIDER personnel shall work in close collaboration with COMPANY's personnel at rig/FHQ. All the SERVICE PROVIDER personnel shall be able to communicate in English/Hindi.
- 7.0** For all personnel that need to be deployed (and shall be getting an operating day rate) at FHQ, Assam sufficient back-up CVs as per format in Annexure-VII (3 times the requirement as per SOW above) shall be submitted for scrutiny to COMPANY to allow for adequate personnel rotation. Similarly, physical fitness & health checkup certificate of all mobilized personnel (Drilling Advisor, Base Coordinator/ Project Manager, Drilling Data Analysts, Data QC Engineers, Support Personnel for Maintenance of Rig-Site Packages) must be provided. A written request would be required from the SERVICE PROVIDER should they plan to mobilize different personnel compared to the CVs that will be submitted with the bid. In all circumstances only personnel meeting qualification and experience criteria listed in the Scope of Work shall be accepted by COMPANY.

Power supply Layout for eRTMAC





Sub: Existing Layout of NIA Building at First Floor

Total Area= 92.01 Sq Mt. (Room 1,2 &Corridor-990.39 Sq Ft.)

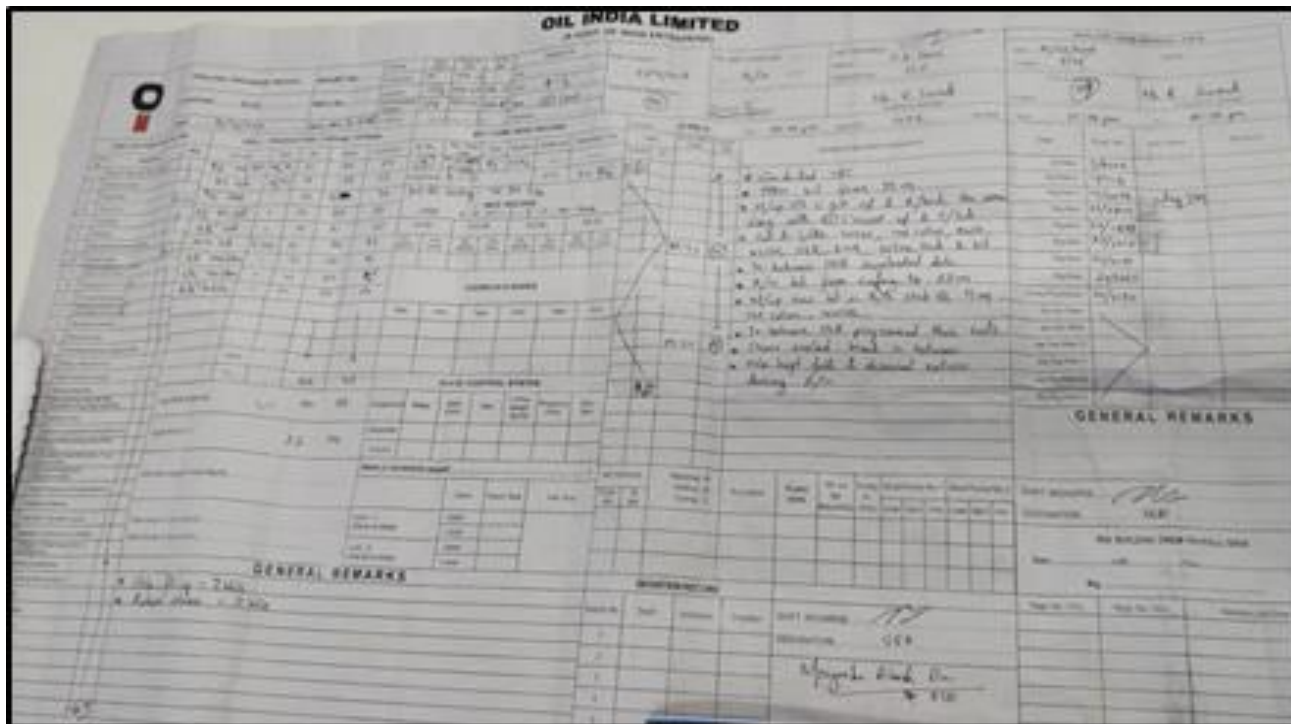
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Note:

All Dimensions are in Metre.

Height- From Floor to False Ceiling=2.6m

COMPANY IADC Drilling Report



No. 9718190

DAILY DRILLING REPORT

REPORT NO.

LEASE		WELL NO.	API WELL NUMBER	WATER DEPTH	DATE
OPERATOR			CONTRACTOR		RIG NO.
SIGNATURE OF OPERATOR'S REPRESENTATIVE			SIGNATURE OF CONTRACTOR'S TOOL PUSHER		
D.P. SIZE	WEIGHT	SPACE	TOOL JOINT	TYPE THREAD	STRUNG NO.
PUMP NO.		PUMP MANUFACTURER		TYPE	OTHER LENGTH
FIELD OR DISTRICT		LOCALITY		STATE/COUNTRY	
LAST LOGGING OR LINER		SIZE	NAME	WEIGHT & GRADE	NO. JOINTS
DEPTH INTERVAL		DEPTH	DEV.	DIR.	TVD
FORMATION (SHOW CORE RECOVERY)		ROTARY TABLE SPEED	WT. ON BIT	PUMP PRESSURE	PUMP NO. 1
TIME LOG		ELAPSED TIME			
FROM		TO			
CODE NO.		DETAILS OF OPERATIONS IN SEQUENCE AND REMARKS			

TIME DISTRIBUTION - HOURS		DRILLING ASSEMBLY (At end of hour)		BIT RECORD		MUD RECORD	
1. TOE UP AND REAR DOWN		NO.	ITEM	LENGTH	BIT NO.	TIME	
2. DRILL ACTUAL			BIT		SIZE	WEIGHT	
3. REAMING					IADC CODE	PRESSURE GRADIENT	
4. CORING					MANUFACTURER	FURNEL VISCOSITY	
5. CONDITION MUD & CIRCULATE					TYPE	PUMP	
6. TRIP					SERIAL NO.	GEL STRENGTH	
7. LUBRICATING					JETS	FLUID LOSS	
8. REPAIR AND					TFA	SOLIDS	
9. CUT OFF DRILLING LINE					DEPTH OUT		
10. DEVIATION SURVEY					DEPTH IN		
11. WIRE LINE LOSS					TOTAL DRILLED		
12. RUN CEMENT OR BENT					TOTAL HOURS		
13. WAIT ON CEMENT					STANDS... D.P.		
14. WIPPLE UP B.O.P.					SHOULDER... D.P.		
15. TEST B.O.P.					HULLY DOWN		
16. DRILL STEM TEST					TOTAL		
17. PULL BACK					WT. OF STRING		
18. SQUEEZE CEMENT					REMARKS		
19. FISHING							
20. DR. WORK							
21. REPAIR/FACTORY REPAIRS							
22. SERVICE TESTING							
23. TOTALS							
DAYWORK TIME SUMMARY (OFFICE USE ONLY)		DRILLING ASSEMBLY (At end of hour)		BIT RECORD		MUD RECORD	
HOURS W/ CONTR. D.P.		NO.	ITEM	LENGTH	BIT NO.	TIME	
			BIT		SIZE	WEIGHT	
					IADC CODE	PRESSURE GRADIENT	
					MANUFACTURER	FURNEL VISCOSITY	
					TYPE	PUMP	
					SERIAL NO.	GEL STRENGTH	
					JETS	FLUID LOSS	
					TFA	SOLIDS	
					DEPTH OUT		
					DEPTH IN		

Image Source: IADC Daily Drilling Report Form 2T6 – English

Additional Data Availability

Based on the availability of MWD/LWD/Directional Drilling services unit at rig-site the following additional data may be available for analysis.

SN	Tool Type	Measurement	Comment
1	MWD	Continuous Inclination	
		Continuous Azimuth	
		Shocks	
		Stick and Slip	
		Collar RPM	
		Negative RPM	
		Stuck	
		Temperature	
		MWD GR	
		Equivalent Circulating Density	Real Time
		Equivalent Static Density	Real Time
		Gravity tool Face	Survey / Short Survey
		Magnetic tool Face	Survey / Short Survey
		Inclination	Survey / Short Survey
		Azimuth	Survey / Short Survey
		Total G	Survey / Short Survey
		Total H	Survey / Short Survey
Dip	Survey / Short Survey		
2	LWD-Resistivity/GR tool	LWD GR Average	
		LWD GR top Quadrant	
		LWD GR Bottom Quadrant	
		LWD GR Left Quadrant	
		LWD GR Right Quadrant	
		Resistivity Measurement x 5	In Real Time
		Shock	
		Temperature	
		Equivalent Circulating Density	
		APWD	
3	LWD Density Porosity Tool	Density Average	
		Density Bottom	
		Density Image- 16 sector Image	
		Neutron Porosity	

		Caliper	
		PEF	Photoelectric Factor
		Temperature	
		Shocks	
		Density Quality Factor	
4	RSS tool	Continuous Inclination	
		Continuous Azimuth	
		Desired Tool Face	Gravity tool face or Magnetic Tool Face
		Actual Tool Face	Gravity tool face or Magnetic Tool Face
		Steering Proportional - desired	
		Steering Proportional - Actual	
		RSS - GR Average	
		RSS - GR bottom	
		RSS - Shocks	
		RSS - Stick n Slip	
5	Sonic While drilling	Slowness - Compressional	
		Slowness - Shear	
		Coherence - compressional	Gravity tool face or Magnetic Tool Face
		Coherence - shear	Gravity tool face or Magnetic Tool Face
		STC Projection - for slowness	Slowness is projected in image type form
		SWD - Shocks	
6	Formation pressure while drilling	Formation Pressure	
		FPWD - shocks	
		FPWD - temperature	Gravity tool face or Magnetic Tool Face
		FPWD - Annulus pressure	

Additional details on Data Quality, Analytics, Visualization

Data Quality:

The quality of the data will be measured continuously via the following means...

- i. Verification of the presence of data, detection of 'holes' ("data gaps")
- ii. Comparison of the data with the envelope of validity (e.g. negative pressure, etc.)
- iii. Comparison of the data with recent history
- iv. Comparison of the data between the various available sources (e.g., data sent simultaneously by the cabin of mud logging and rig through the Surface data.)
- v. Other methods mutually agreed by COMPANY & CONTRACTOR
- vi. Report Data Quality Check, cleansing & harmonization.
- vii. Custom channel specific algorithms
- viii. The system must allow for the creation of sensor specific data quality checks that take into consideration rig activity

Commercial Analytics:

System should have minimum following analytics...

- i. Trends of all surface parameters in Separate Panels as per drilling industry standards.
- ii. All LWD / MWD data in drilling industry standard trends charts / images
- iii. Multiple real time trend analysis of each outlined KPI listed in Annexure VI below. Actual v/s Plan Analysis is required for detection of early dysfunctional symptom.

Commercial Analytics (as per KPI):

- a. To compare current drilling performance against the plan using Time vs Depth plot
- b. Flat Time analysis
- c. Non-Productive Time Analysis
- d. Detecting Invisible Lost Time (ILT): Comparing Rig Wise–Well Wise–Hole section wise - Shift Wise (i.e. Day/Night Shift)–Crew Wise performance of following activities against benchmark
 - i. Tripping speed
 - ii. Casing Lowering speed (of different sizes)
 - iii. Connection Time (Slip to Slip and Weight to Weight)
 - iv. On-bottom ROP.
 - v. Average ROP.

- vi. Auxiliary activities like BOP Nipple up / down, Well head operations etc
- e. Assisting COMPANY in benchmarking time for activities and identifying best practices.
- f. Drilling activity reports and customizable dashboards
- g. Identify and Report drilling inefficiencies in real-time
- h. The solution must allow to set benchmarks for selected KPIs to track performance.
- i. The solution must provide operational time breakdown and statistics per activity.

Drilling Data Analytics:

1. *ROP Optimization:*
 - a. Tri-axial Plots (WOB, RPM and Flow Rate) for ROP Optimization
 - b. Bit Performance: Comparison of Bit performance in nearby wells
 - c. Stick and Slip Analysis (Using parameters from MWD/LWD tool)
 - d. Comparisons of rotary and slide drilling with an offset well for ROP, footage, time, % time utilization analysis on the active and offset wells.
 - e. MSE Chart and D-Exponent Chart

2. *Directional Drilling:*
 - a. Tool-face evaluation plot
 - b. Trajectory Monitoring
 - c. Survey Deviation
 - d. Vertical Section, Displacement and Dogleg Severity Plan vs Actual
 - e. Directional profiling of current well and near-by wells in 3D format

3. *Hydraulics Modelling and Hole Cleaning Analysis:*
 - a. Track chart of Equivalent Circulation Density (ECD)

4. *Real-time alerts/Early Warning:*
 - a. Gain/Loss Detection
 - b. Drilling Break
 - c. Pressure
 - d. Torque & Drag Analysis (Broom-stick Chart).
 - e. Detect the swabbing and surge while tripping
 - f.

Minimum List of KPIs to be monitored.

KPI	Tripping	Drilling	Casing RIH	Production Testing
Total time per stand / joint for Drill String	x	x	x	x
Connection time				
Slip to Slip Time	x	x	x	x
Slip to Weight Time		x		
Weight to slip Time		x		
Tool / BHA Make up/ Lay Down Time	x			
Rotary Drilling Time		x		
Rate of Penetration (Per circulation hour)				
Rotary		x		
Sliding / Steering Time		x		
Wellbore Treatment				
Circulation Time	x	x	x	x
Reaming Time	x	x	x	x
Back Reaming Time	x	x		
Washing Time	x	x	x	x
Pump out Time	x	x		
Rate of Penetration (Meter/ hour)				
Rotary		x		
Sliding / Steering		x		
Tripping Rate (footage, stands/hr, Joints/hr)				
Cased Hole	x		x	x
Open Hole	x		x	

Note: 'X' indicates the required parameters based on operations.

Indicative Curriculum Vitae (CV) Format of Proposed Team Members

SN	HEADS	PERSONNEL DETAILS		
1	Role in the Project		Photograph	
2	Name			
3	Name of the Organization			
4	Permanent Address			
5	Highest Educational Qualification			
6	Total Professional Experience (In Years)			
7	Domain Experience	Tenure (in Years)	Remarks (Super Major, Role, QC)	
7.1	Drilling RTOC Operations			
7.2	Rig-Site (at field) Drilling Operations			
7.3	Drilling Engineering (not at RTOC or Rig-Site)			
7.4	Data Analytics/Software Experience			
7.5	Geosteering, M/LWD, Well planning or other relevant subsurface fields			
7.6	Real time data services in upstream oil & gas			
7.7	Project Management			
7.8		<i><add more rows if required></i>		
8	Experience details in reverse order			
	Name of Organization / Client	Experience Details / Responsibilities	From (Year)	To (Year)
8.1				
8.2				
8.3				
8.4		<i><add more rows if required></i>		

9	Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.		
	Degree	University	Year of Award of Degree
9.1			
9.2			
9.3		<add more rows if required>	

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

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s (Organization Name)

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

Signature: _____
Place:
Date:

Confidentiality and Non-Disclosure Agreement

This confidentiality and non-disclosure agreement is executed on ' 20__

Between **M/s**.....

AND

OIL INDIA LIMITED (hereinafter referred to as OIL), a Government of India Enterprise having its registered office at Duliajan-786602, District Dibrugarh, Assam, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

WHEREAS, OIL and M/s _____ have entered into a contract for “Engagement of consultancy service for development and implementation of digital roadmap of Oil India Limited”. M/s _____ will have access to certain proprietary and confidential information in due course of time as and when required to be used during the course of time for execution of jobs to be carried out under the project, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein “Confidential Information” means all plans, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party’s prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above indicated purpose of this agreement.
2. Each party agrees that:
 - a) It will not use any of their Confidential Information for any purpose other than as necessary to perform its services;
 - b) It will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof) and
 - c) Based on the study result of this dataset, no technical paper or presentation will be published/ shared in any forum/ technical seminar without prior consent of OIL. Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes only.

3. Each party agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement.

4. The foregoing obligations of each party shall not apply to:

- a. Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;
- b. Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
- c. Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;
Or
- d. Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.

6. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of 20__.

M/s.....

By: _____ Witness: _____
Title: _____ Title: _____
Date: _____ Date: _____

OIL INDIA LIMITED

By: _____ Witness: _____
Title: _____ Title: _____
Date: _____ Date: _____

Appendix for Acronyms

SN	Acronym	Expanded Form
1	eRTMAC	enhanced Real Time Monitoring and Analytics Center
2	ILT	Invisible Lost Time
3	VSAT	Very Small Aperture Terminal
4	HQ	Head Quarter
5	ITB	Instructions To Bidders
6	C&P	Contracts & Pricing
7	SOW	Scope of Work
8	FHQ	Field Head-Quarter
9	E&D	Exploration & Development
10	OIL	Oil India Limited
11	DRIVE (Program)	Digital Readiness for Innovation and Value in E&P (Exploration & Production)
12	DRIVE (DSC-Room)	Drilling Real-time Intelligent Visualization Environment
13	NPT	Non-Productive Time
14	ROP	Rate of Penetration
15	MWD	Measurement While Drilling
16	LWD	Logging While Drilling
17	WITS/ WITSML	Wellsite Information Transfer Standard/ Wellsite Information Transfer Standard Markup Language
18	DCC	Drilling Command Center
19	SAP	Systems Applications and Products
20	RTOC	Real Time Operations Center
21	MLU	Mud Logging Units
22	CSP	Cloud Service Provider
23	SPM	Strokes Per Minute
24	RPM	Revolutions Per Minute
25	SPP	Stand-Pipe Pressure
26	ROP	Rate of Penetration
27	WOB	Weight on Bit
28	WOH	Weight on Hook
29	DC- Exponent	Corrected d-exponent
30	BHA	Bottom Hole Assembly
31	HMI	Human Machine Interface
32	IADC	International Association of Drilling Contractors
33	VOIP	Voice Over Internet Protocol
34	SCR	Signal Condition Rack
35	DAS/DAQ	Data Acquisition System
36	UPS	Uninterruptible Power Source

SN	Acronym	Expanded Form
37	OISD	Oil Industry Safety Directorate
38	OMR	Oil Mines Regulations
39	DGMS	Directorate General of Mines <i>Safety</i>
40	LAN	Local Area Network
41	WAN	Wide Area Network
42	DDDP	Depth Data Drilling Program
43	GTO	Geo Technical Order
44	ECD	Equivalent Circulation Density
45	LAS	Log ASCII Standard
46	ASCII	American Standard Code for Information Interchange
47	CSV	Comma Separated Value
48	QC	Quality Check
49	OSD	Operational State Detection
50	KPI	Key Performance Indicator
51	BOP	Blowout Preventer
52	ERP	Enterprise resource planning
53	EDM	Engineer's Data Model - Halliburton
54	NIA	New Industrial Area
55	QHSE	Quality, Health, Safety and Environment Management
56	DIC/IM/AM	Drilling-In-Charge/Installation Manager/Asset Manager
57	LEL	Lower Explosive Limit
58	IR	Infra Red
59	I/O	Input/ Output
60	LCD	Liquid-Crystal Display
61	RSS	Rotary Steerable System
62	TCP/IP	Transmission Control Protocol/Internet Protocol
63	OPC	OLE for Process Control
64	OLE	Object Linking and Embedding
65	IDU	Indoor Unit
66	BUC	Block Up Converter
67	LNB	Low Noise Block Converter
68	QPSK	Quadrature Phase Shift Keying
69	8PSK	Eight Phase Shift Keying
70	16-APSK	Amplitude and Phase-Shift Keying/ Asymmetric Phase-Shift Keying
71	TDMA	Time Division Multiple Access
72	FTDMA	Flexible Time Division Multiple Access
73	MFTDMA	Multi-Frequency, Time Division Multiple Access
74	BER	Bit Error Rate
75	DVB	Digital Video Broadcasting
76	UDP	User Datagram Protocol

SN	Acronym	Expanded Form
77	RH	Relative Humidity
78	VSWR	Voltage Standing Wave Ratio
79	SMC	Sheet Molding Compound
80	HDD	Hard Disk Drive
81	MMF	Multimode Fiber
82	OEM	Original equipment manufacturer
83	OS	Operating System
84	VGA	Video Graphics Array
85	RHEL	Red Hat Enterprise Linux
86	GoI	Government of India
87	MEITY	Ministry of Electronics and Information Technology
88	SI	System Integrators
89	DMZ	Demilitarized Zone
90	RDBMS	Relational Database Management System
91	ECC	ERP Central Component – SAP version
92	PI	Process Integration
93	API	Application Programming Interface
94	SSO	Single Sign-on
95	ISO/IEC	International Organization for Standardization/ International Electrotechnical Commission
96	PII	Personally Identifiable Information
97	NOC	Network Operations <i>Center</i>
98	SOC	Security Operations <i>Center</i>
99	VAPT	Vulnerability Assessment and Penetration Testing
100	CERT-In	Computer Emergency Response Team - India
101	MTBF	Mean Time Between Failures
102	LDW	Large Display Walls
103	SAG	Situational Awareness Graphics
104	HW	Hardware
105	H&V	Horizontal & Vertical
106	HDMI	High-Definition Multimedia Interface
107	FPS	Frames Per Second
108	PiPs	Picture in Picture
109	DVI/DP	Digital Visual Interface/ Display Port
110	CE	Conformité Européenne
111	BIS	Bureau of Indian Standards
112	CB/ETL/UL	Certification Body/ Electrical Testing Labs/ Underwriters Laboratories
113	CEBEC	Comité Electrotechnique Belge/Belgisch Elektrotechnisch Comité
114	DWC	Display Wall Controller

SN	Acronym	Expanded Form
115	MPEG	Moving Picture Experts Group
116	MJPEG	Motion JPEG
117	V2D	Vehicle-to-Device
118	VNC	Virtual Network Computing
119	IGMP	Internet Group Management Protocol
120	SSD	Solid State Drive
121	RDP	Remote Desktop Protocol
122	KVM	Kernel-based Virtual Machine
123	VAC	Volts Alternating Current
124	AV	Audio Visual
125	PDP	Power Distribution Panels
126	IEC	International Electrotechnical Commission
127	OT	Operational Technology
128	IEEE	Institute of Electrical and Electronics Engineers
129	PVC	Polyvinyl chloride
130	FRLS	Fire Retard Low Smoke
131	ISI	Indian Standards Institution
132	KEI	Krishna Electricals Industries
133	DB	Distribution Board
134	SB	Switch Board
135	LED	Light-emitting diode
136	PP	Polypropylene
137	LOA	Letter of Award
138	CEA	Central Electricity Authority
139	NEC	National Electrical Code
140	PPE	Personal Protective Equipment
141	ELCB	Electric Leakage Circuit Breaker
142	GPM	Gallons Per Minute
143	PSL	Product Service Line
144	CAL	Client Account Lead
145	O&G	Oil & Gas
146	SPE	Society of Petroleum Engineers
147	SME	Subject Matter Expert
148	IWCF	International Well Control Forum
149	SCC	Special Conditions of Contract
150	FLP	Flameproof
151	HSE	Health, Safety and Environment
152	SOP	Standard Operating Procedure
153	MVT	Mines Vocational Training
154	IME	Independent Medical Examination
155	GR	Gamma Ray

SN	Acronym	Expanded Form
156	APWD	Annular Pressure While Drilling
157	PEF	Photoelectric Factor
158	STC	Slowness Time Coherence
159	SWD	Seismic While Drilling
160	FPWD	Formation Pressure While Drilling
161	MSE	Mechanical Specific Energy

Visual representation - Drilling Command Center

DRIVE (Drilling Real-Time Intelligent Visualization Environment) Room – Illustrative Layout

This room is meant to create an environment that allows for simultaneous surveillance and monitoring of real-time drilling information to proactively identify and prioritize issues.



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.

PART-I

Sl No.	SCC REQUIRMENTS
1	<p>DEFINITIONS:</p> <p>Following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise. The expressions not defined here shall have the meaning ascribed to them in Section-II: Scope of Work (SOW)/Technical Specifications:</p> <p>a) “Rig Site Package” means portacabin, sensors, aggregation server, communication systems and associated accessories as listed in the Terms of Reference/Technical Specification at Section-II in this bid document.</p> <p>b) "Services" means the services to be provided by the CONTRACTOR for delivering eRTMAC services in accordance with the approved drilling well plan including but not limited to (i) all tools, equipment, consumables from CONTRACTOR required for COMPANY's eRTMAC operation and (ii) all tools, equipment, spares required for servicing/maintenance of CONTRACTOR's Tool & Equipment, as stipulated in the Terms of Reference/Technical Specification at Section-II in this bid document.</p> <p>c) “Drilling Command Center-DCC” refers to the entire setup of Display management system, associated hardware and software and all other relevant components required to run the Drilling Command Center-DCC room smoothly and efficiently at Drilling Department, New Industrial Area.</p> <p>d) “Display Wall System” refers to all major and minor components including hardware as well as software required for smooth running of the visualization system in the DRIVE room located within the Decision Support Center.</p> <p>e) “Hardware” refers to all hardware including display, server/image generator, storage facilities, back-up solutions, back-up server, networking, high-end workstations, UPS etc. as well as any other</p>

	<p>peripherals as mentioned under Section-2: Scope of Work (SOW)/Technical Specifications.</p> <p>f) “Software” refers to all necessary software required for the Drilling Data QC, Drilling Data Aggregation, Drilling Data Analytics, Drilling Data visualization to run in a secured manner.</p> <p>Software includes all operating software as well as application software as mentioned under Section-2: Scope of Work (SOW)/Technical Specifications.</p> <p>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.</p> <p>h) “Approval” as it relates to Company, means written approval.</p> <p>i) “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.</p> <p>j) "Operation Base" means "Duliajan".</p> <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 COMPANY designated area to another COMPANY designated area.</p>
<p>2</p>	<p>EFFECTIVE DATE:</p> <p>CONTRACT shall become EFFECTIVE as per Clause 4.1 defined in GCC</p>
<p>3</p>	<p>MOBILIZATION AND COMMISSIONING OF RIG SITE PACKAGE:</p> <p>The mobilization and commissioning schedule for the contract for rig site package will be as under:</p> <p>i) Mobilization and Commissioning of the FIRST LOT of 06(Six) rig site packages of the CONTRACTOR, shall have to be completed at the COMPANY’s designated site(s) within one hundred and twenty (120) days from the date of issuance of LOA by the COMPANY. Mobilization and Commissioning of the second lot of 06 (Six) Rigs shall be completed within 180 (One Hundred and Eighty) days from the date of issue of</p>

LOA.

The mobilization and commencement of the third lot of 06 (Six) rigs required from around Sept'2026 onwards shall be completed within 60 (Sixty) days from the date of issue of Mobilization Notice.

- ii) Mobilization shall be deemed to be completed only when all of the first (Six) rig site packages of the CONTRACTOR are mobilized and commissioned at the COMPANY's designated sites and is duly certified by the Company's representative regarding their readiness to commence work as envisaged under the Contract. The CONTRACTOR has to mobilize the minimum number of tools and equipment against each individual set as described in the "Scope of Work" in Section-II [Terms of Reference] for Rig Site Package.

Note:

- The succeeding day of issuance of LOA or separate rig-site package mobilization notice (as applicable depending on mobilization of all the packages or phased mobilization) shall be counted as day 1(one) for the purpose of calculation of rig-site package mobilization period.
- The mobilization charges as quoted by the bidder for the Data Analysts and the Data QC personnel are payable only one time during the initial mobilization. No charges will be payable during any change of above personnel during the currency of the contract.

<p>4</p>	<p>RIG SITE PACKAGE ACCEPTANCE TEST:</p> <p>The date on which mobilization is completed in all respects and certified by the Company's representative will be treated as date of satisfactory completion of Rig Site acceptance test. In case of mobilization in a phased manner, the date on which mobilization is completed in all respects for the first individual rig site package and certified by the Company's representative will be treated Date of satisfactory completion of Rig Site acceptance test.</p> <p>Note:</p> <ul style="list-style-type: none"> i) Once the CONTRACTOR's equipment is ready to commence services after rig-up (includes visualization of rig-site real-time parameters at DCC) at Company's designated location, CONTRACTOR shall issue a Notice of Readiness for Inspection to the Company against each individual rig site package. ii) Company shall inspect the CONTRACTOR's equipment within 03 (three) working days from receipt of the CONTRACTOR's Notice regarding Readiness for Inspection and confirm completion of mobilization against each individual rig site package. Company Representatives inspecting the CONTRACTOR's Equipment shall notify the CONTRACTOR of any deficiency in the rig site package(s), and only on removal of such deficiency, Rig-site package acceptance test shall be deemed as satisfactorily completed. iii) The succeeding day of receipt of notice from the CONTRACTOR regarding Readiness for Inspection shall be counted as day 01 (one) for the purpose of calculation of the inspection period for rig-site package mobilization.
<p>5</p>	<p>DCC MOBILIZATION, COMMISSIONING AND DCC-SITE ACCEPTANCE TEST:</p> <p>A) MOBILIZATION AND COMMISSIONING OF DCC: The mobilization and commissioning schedule for the contract for DCC will be as under:</p> <p>Mobilization and Commissioning of Drilling Command Center (DCC) along with Manpower shall have to be completed within 120 (one hundred and twenty) days from issue of LOA by the COMPANY at the COMPANY designated site.</p> <p>B) DCC-SITE ACCEPTANCE TEST:</p>

The date on which mobilization and commissioning is completed in all respects for the DCC room (including design, mobilization of all hardware and software and commissioning) and certified by the Company's representative will be treated as date of satisfactory completion of DCC site acceptance test.

Note:

i) **DCC Room Design:** The CONTRACTOR will prepare design of the room considering the requirements as stated in the different clauses of the tender document. The final design must be accepted by the Company before its implementation. In view of this, after the letter of award is issued, the CONTRACTOR needs to bring different designs as well as samples and present the same to the Company representatives. Discussions on the design and samples between the Company and the CONTRACTOR will be at the Company's office at Duliajan, Assam, India.

DCC Set-Up: The CONTRACTOR will provide the details of the Project Management Team (PMT) and detailed plan within 15 days from the award of LOA, for the execution of the DCC room set-up (mobilization and commissioning) in line with recognized Project Management methodology in a time bound manner. The personnel for PMT should be suitably qualified with previous experience of carrying out similar projects.

ii) Once the CONTRACTOR's DCC is ready to commence services (includes visualization of real-time parameters from at least one rig-site package at DCC), CONTRACTOR shall issue a Notice of Readiness for Inspection to the Company.

iii) Company shall inspect the CONTRACTOR commissioned DCC within 03 (three) working day from receipt of the CONTRACTOR's Notice regarding Readiness for Inspection and confirm completion of mobilization and commissioning. Company Representatives inspecting the CONTRACTOR's DCC set-up shall notify the CONTRACTOR of any deficiency in the DCC set-up, and only on removal of such deficiency, DCC site acceptance test shall be deemed as satisfactorily completed.

Note: The succeeding day of issuance of LOA shall be counted as day 01 (one) for the purpose of calculation of DCC mobilization and commissioning period.

<p>6</p>	<p>DATE OF COMMENCEMENT OF OPERATIONS:</p> <p>The date of commencement of operations shall be <u>the date on which both the DCC and at least one of the rig-site packages begin operations such that company representative is able to visualize rig-site real-time parameters at DCC</u>. The CONTRACTOR shall be eligible to claim Rig Site Package Mobilization and DCC Mobilization and Commissioning Charges (as defined in Schedule of Rates - Section IV) only after Successful Commencement of Operations.</p>
<p>7</p>	<p>DURATION OF CONTRACT:</p> <p>The contract shall be valid for a period of 04 (four) years, from date of commencement of operations.</p> <p>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 on the same rates, terms and conditions.</p>
<p>8</p>	<p>PROVISION OF PERSONNEL AND FACILITIES:</p> <p>The CONTRACTOR will provide competent, qualified and adequately experienced personnel for carrying out the requisite operations correctly and efficiently throughout the Contract period. Personnel provided by the CONTRACTOR must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the CONTRACTOR must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.</p> <p>The detailed bio-data/CV of all personnel and the number of additional personnel planned to be deployed must be submitted to Company before engaging them for Company's approval.</p> <p>Note: Any replacement with equivalent qualification/ experience needs COMPANY's prior approval.</p> <p>All the personnel deployed should be fluent in English language.</p> <p>The CONTRACTOR shall be 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</p>

	<p>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.</p> <p>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.</p> <p>CONTRACTOR's 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.</p>
<p>9</p>	<p>CONTRACTOR'S PERSONNEL:</p> <p>The CONTRACTOR shall provide the experienced personnel for carrying out the other smaller services. All the personnel offered must have adequate experience in respective field and should be fluent in English language. On Company's request, CONTRACTOR shall remove and replace at their expenses, any of their personnel whose presence is considered reasonably undesirable, or performance is found to be poor in the opinion of Company. The CONTRACTOR shall provide the supporting staff and labour at their own expenses.</p>
<p>10</p>	<p>SOFTWARE INTEGRATION:</p> <p>Software integration as per Scope of work, shall have to be completed within 75 (Seventy-five) days from the date of issuance of first integration request notice after completion of initial mobilization & Commissioning of DCC. However, COMPANY reserves the right to issue request for integration in a phased manner and in that case separate request for integration notices will be issued for each type of integration work.</p> <p>The CONTRACTOR will provide the details of the Technical Architects and Technology Specialists, post issuing of notice for integration services by the COMPANY, who will be responsible for the integration of eRTMAC software with SAP within 75(Seventy-five) days from the date of issuance of notice for integration service by the COMPANY. The personnel for software integration should be suitably qualified/ certified by renowned and reputed accrediting agency with previous experience of carrying out similar projects.</p>

<p>11</p>	<p>INTERIM DEMOBILIZATION AND REMOBILIZATION OF RIG-SITE PACKAGE AND TEMPORARY PAUSE OF OPERATION:</p> <p>In case of lean period, CONTRACTOR's rig-site package shall have to be temporarily demobilized after completion of job in a particular well.</p> <p>i) Interim De-mobilization: CONTRACTOR's Rig Site Package shall have to be decommissioned and de-mobilized as per the scope of work on interim basis by the CONTRACTOR within 24 hours from the date of issuance of interim de-mobilization notice.</p> <p>ii) Interim Re-Mobilization: CONTRACTOR's Rig Site Package shall have to be re-mobilized and commissioned as per the scope of work on interim basis by the CONTRACTOR within 07 (seven) days from the date of issuance of interim re-mobilization notice.</p> <p>In such situation CONTRACTOR shall be paid Interim Demobilization/ Remobilization charges including all relevant costs as per their quote. However, no other charges will be payable after interim demobilization notice has been issued for the particular set.</p> <p>Note: The succeeding day of issuance of interim-de-mob interim re-mobilization notice shall be counted as day 1(one) for the purpose of calculation of interim de-mobilization/interim re-mobilization period.</p>
<p>12</p>	<p>OPERATING & STANDBY CHARGES FOR RIG-SITE PACKAGES:</p> <p>The CONTRACTOR is required to provide upto 18(Eighteen) rig-site packages as per the terms and conditions specified earlier. At any stage of operation, the operating rig-site packages will be paid for the quoted operating charges only. During non-operating period, only standby charges (fixed at 50% of operating charges) for the rig-site packages as quoted will be payable when not used by COMPANY, but the sensors, server, and other equipment of the rig-site packages are in functional condition. However, detailed charges payable under different conditions will be guided as described under Section- IV (Schedule of Rates).</p>
<p>13</p>	<p>PROVISION FOR MOBILIZATION OF ADDITIONAL UNITS</p> <p>As per mutual agreement between COMPANY and the CONTRACTOR, COMPANY may choose to mobilize additional Rig Site Packages at later date to anywhere in Company's operational area PAN India / FHQ. A separate mobilization notice will be given for each of these additional rig site packages and the CONTRACTOR must mobilize the additional rig site</p>

	<p>package within 90 (ninety) days time from the time of intimation, at under the same terms and conditions stipulated in this tender/contract with mutually agreed rates, terms and condition, but at a rate not higher than the originally quoted rate.</p>
<p>14</p>	<p>PERFORMANCE OF WORK:</p> <p>The CONTRACTOR shall submit daily reports to Company detailing progress of different operations as per the scope of the work every day at 7:00 AM. The Company, at its option may change the periodicity of such reports. In addition, CONTRACTOR shall submit the complete end of well report (with all pertinent details to serve as permanent record) within 15 (fifteen) days from the date of completion of each individual well. 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, non-insightful, show too much downtime in the opinion of the Company's representative, 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 remedy the operations. If no satisfactory reply to Company's notice is received in 07 (seven) days, Company shall be free to take necessary actions as deemed fit.</p>
<p>15</p>	<p>COMPANY'S OBLIGATIONS:</p> <p>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.</p> <p>a) 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 Base Camp including CONTRACTOR's equipment and personnel and deployment of security personnel etc., at the Base Camp, shall however, be the responsibility of the CONTRACTOR.</p> <p>b) Crane service/Transport vehicles: COMPANY will provide crane and transportation (for Inter-location movement only) of the CONTRACTOR's equipment and also for transfer/handling of CONTRACTOR's material, equipment at well site "free of charge".</p>

Transport vehicles: COMPANY will provide transportation vehicles only for Inter-location movement only of the CONTRACTOR's equipment, material during the currency of contract. Crane services and transport vehicle services for above mentioned scope will be provided for transfer/handling of CONTRACTOR's material, equipment at well site "free of charge". The loading, unloading and transportation shall be done at CONTRACTOR's supervision and risk. COMPANY shall not be responsible for any damage during handling & transit. Transportation for CONTRACTOR's material, equipment during first mobilization, interim demobilization, interim remobilization, and final demobilization will NOT be provided by the COMPANY.

- c) **Well-site Accommodation:** Company shall not provide bunk house for accommodation of CONTRACTOR's personnel at wellsite under normal circumstances. However, COMPANY may provide 01 (one) bed accommodation for CONTRACTOR's personnel at well site in case of urgency/emergency but subjected to availability.
- d) **Well Site Communication facility:** Company shall not provide communication system at well site to the CONTRACTOR under normal circumstances. However, COMPANY may provide communication system (Internet facility & telephone) at well site to the CONTRACTOR for reporting purposes to COMPANY only in case of urgency/emergency but subjected to availability.
- e) **Medical Facilities:** Company will extend the medical facilities to CONTRACTOR's personnel to the extent available at its hospital at Duliajan on chargeable basis.
- f) **Work-Shop Facility:** Company will extend the in-house workshop facility (mechanical workshop only) 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.
- g) **Other Facilities:** Company will extend rig power, rig emergency power, rig water facility. However, it is the CONTRACTOR's responsibility to have sufficient length and model of wire and sufficient length of pipe to take water from COMPANY provided location at rig site

<p>16</p>	<p>ASSOCIATION OF COMPANY'S PERSONNEL:</p> <p>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 site(s) which shall include both the DCC (Decision Support Center) and the Rig-Sites. 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.</p> <p>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.</p> <p>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.</p>
<p>17</p>	<p>Proprietary rights and usage of proposed Software:</p> <p>OIL will honor the terms of contract related to IP rights of Software provided. Detailed terms related to Proprietary Rights, Patents, Copyrights, Confidentiality, Indemnity, Software Licensing and Usage, etc. will be mutually agreed upon by OIL and the successful bidder. Such terms will be incorporated in the agreement after placement of LOA on the successful bidder.</p>
<p>18</p>	<p>LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION</p> <p>(Rig-site Package):</p> <p>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 number of set/sets (Total Cost per set = Total quoted cost for Part-II ÷ 18), per week or part thereof of delay subject to maximum of 7.5% of total contract value for that particular set/sets..</p> <p>Liquidated Damages will be reckoned from the expiry date of the scheduled</p>

mobilization period as defined under Mobilization and Project Completion Time (Rig-Site Package). The above Liquidated Damages rates will also be applicable for interim-remobilization and interim demobilization of each rig-site package separately as noted below:

- a. For interim Re-mobilization, LD will be applicable @ 0.5% of the total contract value of the particular rig site package including interim re-mobilization cost, per week or part thereof of delay subject to maximum of 7.5% Contract Value including interim re- mobilization cost for 1(one) rig-site package.
- b. For interim De-mobilization, LD will be applicable @ 0.5% of the total contract value of the particular rig site package including interim de-mobilization cost, per week or part thereof of delay subject to maximum of 7.5% Contract Value including interim re- mobilization cost for 1(one) rig-site package.

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.

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 COMPANY 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.

Mobilization and Project Completion Time (Rig-Site Package):

- (i) All rig-site packages (including all hardware and software such as sensors, display units, aggregation server, VSAT communications as per Scope), shall have to be mobilized within 120 (one hundred and twenty) days from the date of issuance of LOA by the COMPANY for the first lot of 06(Six) Rigs and 180(One Hundred and Eighty days) for the 2nd lot of 06(Six) Rigs. For the third lot(presently running -06 sets), Mobilization shall be completed within 60 (Sixty) days from the date of issue of Mobilization Notice.
- (ii) All subsequent interim re-mobilization periods for rig-site packages shall be 07 (seven) days from the date of issuance of re-mobilization notice.

<p>19</p>	<p><u>Liquidated Damage on default in timely mobilization of DCC</u></p> <p>Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of DCC operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5 % of total Contract Value for Part-I under the Price Schedule per week or part thereof of delay subject to maximum of 7.5% of total contract value for Part-I under the Price Schedule.</p>
<p>20</p>	<p><u>Mobilization and Project Completion Time:</u></p> <ul style="list-style-type: none"> i. DCC (including back-up cloud storage server) shall have to be commissioned and approval obtained, basis a DCC site acceptance test, from COMPANY within 120 (one hundred and twenty) days after issuance of LOA by the COMPANY. ii. Software integration shall have to be completed within 75 (Seventy Five) days from the date of issuance of first integration request notice after completion of initial mobilization & Commissioning of Decision Support Center. However, COMPANY reserves the right to issue request for integration in a phased manner and in that case separate request for integration notices will be issued for each type of integration work. iii. Training mobilization periods shall be mutually agreed between COMPANY and CONTRACTOR.
<p>21</p>	<p><u>PROTECTION OF PROPERTY AND EXISTING FACILITIES:</u></p> <p>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.</p>
<p>22</p>	<p><u>DEMOBILIZATION & RE-EXPORT:</u></p> <p>The CONTRACTOR shall arrange for and execute de-commissioning and de-mobilization of both DCC and of their rig site packages, upon receipt of notice for decommissioning and/ or demobilization from the Company. Decommissioning/ Demobilization shall mean dismantling and removal of its hardware/software/tools/equipment and accessories. In case of final demobilization, the DCC and rig site package hardware/software /tools/equipment and accessories including unutilized spares and consumables have to be re-exported at the cost of the CONTRACTOR. Final</p>

demobilization shall be completed by CONTRACTOR within fifteen (15) days of issue of demobilization and/or decommissioning 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 fifteen (15) days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from CONTRACTOR's final settlement of bills and Performance Security.

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.

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.

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.

23

INSURANCE: The following insurance will be applicable for the services

- a) The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.
- b) Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:
 - i Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - ii General Public Liability Insurance or Comprehensive General 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 Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools/equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.
- c) Any deductible set forth in any of the above insurance shall be borne by Contractor.
- d) Contractor shall furnish to Company prior to commencement of operation, certificates of all its insurance policies covering the risks mentioned above.
- e) If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

	<p>f) 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.</p>
<p>24</p>	<p>DATA INTERPRETATION:</p> <p>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 Willful 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 Willful Misconduct.</p>
<p>25</p>	<p>DATA HANDLING AND LIABILITY:</p> <p>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.</p>

26

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;
- iv) Third party liabilities arising out of the above irrespective of the cause and the
- v) 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 willful misconduct or gross negligence of the CONTRACTOR or its personnel/sub-CONTRACTORS of any tier/agents/invitees/consultants or parties associated with the CONTRACTOR.

<p>27</p>	<p>SAFETY:</p> <p>I. It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all Sub-CONTRACTORS hired by him comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance of all HSE laws by the sub or sub-CONTRACTORS.</p> <p>II. Every person deployed by the CONTRACTOR in a mine must wear safety gadgets to be provided by the CONTRACTOR. The CONTRACTOR shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the CONTRACTOR fails to provide the safety items as mentioned above to the working personnel, the CONTRACTOR may apply to the Company for providing the same. COMPANY will provide the safety items, if available. But in turn, COMPANY will recover the actual cost of the items by deducting from CONTRACTOR's Bill. However, it will be the CONTRACTOR's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.</p> <p>III. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.</p> <p>iv) The CONTRACTOR shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the CONTRACTOR and how it is to be managed.</p> <p>v) The CONTRACTOR shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the CONTRACTOR's work.</p> <p>vi) Keep an up-to-date SOP and provide a copy of changes to a person</p>
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	<p>designated by the Mine Owner/Agent/Manager.</p> <p>vii) The CONTRACTOR has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.</p> <p>viii) 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 COMPANY'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.</p> <p>ix) Any compensation arising out of the job carried out by the CONTRACTOR whether related Safety or Health will be paid by the CONTRACTOR only.</p> <p>x) Any compensation arising due to accident of the CONTRACTOR's personnel while carrying out the job, will be payable by the CONTRACTOR.</p> <p>xi) The CONTRACTOR shall have to report all incidents including near miss – if any to Installation Manager/Departmental Representative of the concerned department of COMPANY.</p> <p>xii) 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.</p> <p>xiii) If the Company arranges any safety class/training for the working personnel at site (Company employee, CONTRACTOR worker, etc) the CONTRACTOR will not have any objection to any such training.</p> <p>xiv) 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.</p> <p>I. A CONTRACTOR employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable</p>
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	<p>compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.</p> <p>II. CONTRACTOR's arrangements for health and safety management shall be consistent with those for the mine owner.</p> <p>III. In case CONTRACTOR is found non-compliant of HSE laws as required, Company will have the right for directing the CONTRACTOR to take action to comply with the requirements, and for further non-compliance, the CONTRACTOR will be penalized as per prevailing relevant Acts/Rules /Regulations.</p> <p>I. 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.</p> <p>II. The CONTRACTOR should frame a mutually agreed bridging document between COMPANY & the CONTRACTOR with roles and responsibilities clearly defined.</p> <p>III. For any HSE matters not specified in the Contract document, the CONTRACTOR will abide by the relevant and prevailing Acts/rules/regulations pertaining to Health, Safety and Environment.</p>
<p>28</p>	<p>INTELLECTUAL PROPERTY:</p> <p>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.</p>

29	<p>IP INFRINGEMENT:</p> <p>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:</p> <p>Specific modification or design of CONTRACTOR equipment or Services to meet Company's specifications, Combination of CONTRACTOR's equipment or Services in combination of other equipment and/ or services not recommended by CONTRACTOR, out of unauthorized additions or modifications of CONTRACTOR's equipment or services by Company, or 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.</p>
30	<p>SECRECY:</p> <p>CONTRACTOR shall during the tenure of the Contract and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by Company, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through CONTRACTOR or its personnel or authorized Sub-CONTRACTORS or agents. CONTRACTOR shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall CONTRACTOR divulge any information about the location of the work area of part thereof. CONTRACTOR shall not also destroy any report, note and technical data relating to the operation/work and not required by the COMPANY. The obligation is continuing one and shall survive after the completion/termination of this agreement. CONTRACTOR must sign a CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT as provided in <u>Annexure VIII</u></p>
31	<p><u>Performance Security:</u> 5% of Annualized Contract Value</p>
32	<p>Warranty and remedy of defects: NA</p>
33	<p>Subcontracting: Not Allowed</p>

34	Force Majeure Rate: A force majeure day rate of 50% of the Operating Day Rate Charges for all hardware and software operating charges quoted by bidder shall be payable during such periods.
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PART-II: GOODS AND SERVICES TAX:

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

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

2. "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.
3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

5. 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.

6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

20. 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.
21. 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.
22. 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.
23. 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.
24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
25. 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.
26. 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.
27. 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.

28. 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.
29. 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;
Note: OIL GSTIN numbers are as follows:
Assam :18AAACO2352C1ZW
Arunachal Pradesh :12AAACO2352C1Z8
- 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. 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.

31. 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 bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

PART-III

Details of the Service	Hiring enhanced Real-Time Monitoring & Analytics Center (e-RTMAC) for monitoring drilling operations in 18 (Eighteen) Rigs of OIL with a provision to hire the service for additional rigs, along with associated application software and hardware including personnel, for a period of 04 (Four) years'
Area Of Operation	Assam & Arunachal Pradesh with a provision to utilize the service in other spheres of OIL
Notice	<p>Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below:</p> <p><u>Company</u></p> <p>a) <u>For contractual matters</u></p> <p>CGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in</p> <p>b) <u>For technical matters</u></p> <p>(CGM- Drilling Services- HoD) Oil India Limited,</p>

	<p>P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 2806800 Email: (Shall be provided at the time of agreement)</p> <p>c) <u>Contractor</u></p> <p>_____</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
RECORDS, REPORTS AND INSPECTION	NIL

PART-IV:**A. PENALTY**

1. **Non-availability Rig-wise/Site-wise:** Applicable penalties for non-availability will be as per the table below:

Sl No.	Details of Non availability Rig-wise/Site- wise	Permissible Resolution Time (PRT)	Non-payment calculated per hr on pro rata basis* in case of non-availability	Beyond Permissible Resolution time	
				NPD (Non-Performance Deduction) calculated per hour beyond PRT. NPD will be levied for the time (round-off to hrs.) system remains down for upto 8 hours.	NPD calculated per hour beyond PRT + 8 hrs. NPD will be levied for the time (round-off to hrs.) system remains down.
			("A")	("B")	("C")
Real time Data Collection and Visualization at Rig Site (Target Availability 99.9%)					

1.1	Non availability of Data Acquisitions and Data Visualization at Rig Site for any *Vital Sensors (Rig-wise)	12 hours within 100 kms of FHQ, Duliajan	100% of Charges Quoted in (B.1 20) of SOR (Say X)	10% of X	20% of X
1.1a	Non availability of Data Acquisitions and Data Visualization at Rig Site for any *Vital Sensors (Rig-wise)	24 hours beyond 100 kms of FHQ, Duliajan	100% of Charges Quoted in (B.1 20) of SOR (Say X)	10% of X	20% of X
1.2	Non availability of Data Acquisitions and Data Visualization at Rig Site for any other Sensors (Rig-wise)	12 hours within 100 kms of FHQ, Duliajan	50% of Charges Quoted in (B.1 20) of SOR (Say U)	10% of U	20% of U
1.2a	Non availability of Data Acquisitions and Data Visualization at Rig Site for any other Sensors (Rig-wise)	24 hours beyond 100 kms of FHQ, Duliajan	50% of Charges Quoted in (B.1 20) of SOR (Say U)	10% of U	20% of U
Real time Data Aggregation, Communication and Availability at FHQ (Target Availability 99%)					
2a	Non availability of Data Aggregations and/or Communication (Rig-wise)	12 hours within 100 kms of FHQ, Duliajan	100% of Charges Quoted in (B.1 20) of SOR (Say X)	10% of X	20% of X
2b	Non availability of Data Aggregations and/or Communication (Rig-wise)	24 hours beyond 100 kms of FHQ, Duliajan	100% of Charges Quoted in (B.1 20) of SOR (Say X)	10% of X	20% of X
Real time Data Visualization at FHQ Drilling DSC or on mobile devices (Target Availability 98%)					

3	Non availability of real time Data Visualization due to server down, screen malfunction or any other issue	4 hours	50% of Charges Quoted in (A.3 10) of SOR (Say Y)	10% of Y	20% of Y
Real time Data Analytics (Target Availability 95%)					
4	Non availability of trend analysis of KPIs listed in Annexure-3 and any additional KPI agreed as specified in SOW	4 hours	2% of Charges Quoted in (A.3 10) of SOR (Say W) per KPI, per rig wise	10% of W	20% of W

2. **Reporting and Reviewing:** The penalties for delay in availability of reports are applicable as per the table below:

Reporting and Reviewing		Permissible Resolution Time (PRT)	NPD to be levied for the time report is delayed beyond PRT
5	Details of Non availability of reports		
5.1	Non-Availability of daily composite reports (to be submitted per rig per day)	1 day	5.0 % of Charges Quoted in SoR (A.3 10 + B.1 20) per report per day
5.2	Well Report within 15 days of End of Well	1 day	5.0 % of Charges Quoted in SoR (A.3 10 + B.1 20) Per report per week and part thereof of delay

5.3	Composite Monthly Report within 7 days of End of Month (to be submitted per rig per day)	1 day	5.0 % of Charges Quoted in SoR (A.3 10 + B.1 20) Per report per week and part thereof of delay
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3. **Personnel Availability At FHQ:** The penalties in relation to absence of personnel are applicable as per the table below:

Personnel Availability at FHQ, as per SOW requirement (This penalty is applicable in addition to penalties mentioned in 1.1 to 5.3 of SOP, and LD Charges)	Permissible Resolution Time (PRT)	Penalty to be levied per person per day of absence	Additional Notes	
6 Details of Non availability of personnel				
6.1	Drilling Advisor at FHQ	48 hours	SOR A.3 30)	If manpower is still not mobilized beyond PRT, in addition to penalty, no ODR (SOR A.3 10) will be paid for DSC till such time as replacement man-power is available
6.2	Base Coordinator / Project Manager at FHQ	48 hours	SOR A.3 20)	If manpower is still not mobilized beyond PRT, in addition to penalty, no ODR (SOR A.3 10) will be paid for DCC till such time as replacement man-power is available

6.3	Data Analyst at FHQ	48 hours	SOR A.3 40)	If manpower is still not mobilized beyond PRT, in addition to penalty, no ODR (SOR A.3 10) will be paid for DCC till such time as replacement man-power is available
6.4	Data QC Professional at FHQ	48 hours	SOR A.3 50)	If manpower is still not mobilized beyond PRT, in addition to penalty, no ODR (SOR A.3 10) will be paid for DCC till such time as replacement man-power is available
6.5	Real Time Support Professional at Rig- Site	48 hours	SOR A.3 60)	If manpower is still not mobilized beyond PRT, in addition to penalty, only standby rate (SOR B.1 30) will be paid for rig-site package till such time as replacement man-power is available

NOTES TO SCHEDULE OF PENALTIES:

- a) "A" is a non-payment, calculated on pro-rata basis to nearest hour from the applicable day rate of 24 hrs. It will be applicable from the time when system is not available as per SOW, till system is restored/resolved.
- b) "B" is the Non-Performance Deduction (NPD) in addition to "A". It is applicable after permissible resolution time for next eight hours.
- c) "C" is the Non-Performance Deduction (NPD) in addition to "A". It is applicable after permissible resolution time plus eight hours, till system is restored/resolved.
- d) *NPD will be calculated on per hrs basis.
- e) If particular data is not flowing in on account of delay/error by 3rd party (MLU/MWD) then no penalty is applicable against that data type.
- f) *See Scope of Work Document for definition of vital sensors (Draw-work, pumps, rotary, hook load, pressure, pit-level, mud flow)
- g) Reporting and Reviewing penalties will be applicable on per rig-site basis. Incase report is not submitted for multiple rigs, multiple penalty

shall be charged.

- h) In case of a scenario none of the personnel are available then COMPANY shall pay zero operating day rate for all rig-site packages and for the FHQ-DSC.

B. CUSTOMS DUTY:

(i) 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 subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022. Similarly, the domestic supply of such goods would attract concessional GST on submission of Essentiality Certificate (EC) issued by DGH in terms of Gazette Notification No. No. 3/2017-Central Tax (Rate) dated 28.06.2017 (and as amended from time to time).

(ii) Contractor should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A alongwith their bid for issuance of requisite undertaking/certificate for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, alongwith the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter/requisite undertaking/certificate. Company shall issue the Recommendatory Letter/ requisite undertaking/certificate provided all the documents submitted by the Contractor are found in order as per contract. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the Proforma-A submitted by the bidder.

(iii) The required certificate/undertaking for availing concessional duty will be issued by OIL only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be reexported by the bidder. The required certificate/undertaking will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.

(iv) The contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on OIL shall be borne by the Contractor including the element of interest on OIL's fund blocked under such circumstances. OIL shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.

(v) Contractor shall be responsible to import the equipment/tools 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.

(vi) The equipment/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by OIL shall not be used/deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by OIL and in the event of equipment/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs Department and other authorities for violation of the customs rules and regulations and other allied rules.

(vii) 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.

(viii) All costs of imports and import clearances under the contract shall be borne by the contractor and Company shall not provide any assistance in this regard.

(ix) However, in the event customs duty becomes leviable during the course of Contract arising out of a change in the policy of the Government, the Company shall reimburse the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less, on submission of documentary evidence. However, the Contractor should notify about the change in policy with documentary evidence and obtain Company's consent prior to shipment of the items. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account.

(x) 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. necessary letter of authority or other relevant documents and necessary help.

(xi) 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/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.

C. 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.

(i) 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.

(ii) 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.

(iii) 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:

(i) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).

(ii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).

SCHEDULE OF RATE (SOR)

DESCRIPTION OF WORK/SERVICE: Hiring enhanced Real-Time Monitoring & Analytics Center (e- RTMAC) for monitoring drilling operations in 18 (Eighteen) Rigs of OIL with a provision to hire the service for additional rigs, along with associated application software and hardware including personnel, for a period of 04 (Four) years.

Item No.	Description of Services	UOM	Estimated Quantity
Part-I: [Decision Command Center - eRTMAC for Drilling Operations at FHQ]			
A1	Decision Command Center (DCC) - FHQ (Mobilization)		
10	Mobilization and Commissioning charges for DCC as per SOW	LSM (Lump Sum)	1
20	Mobilization charge for Base Co-ordinator	LSM (Lump Sum)	1
30	Mobilization charge for Drilling Advisor	LSM (Lump Sum)	1
40	Mobilization charge for Data Analysts	LSM(Lump Sum)	6
50	Mobilization charge for Data QC Personnels	LSM (Lump Sum)	4
60	Mobilization charge of Maintenance Support Personnels(Rig-Site Packages)	LSM (Lump Sum)	10
A2	Decision Command Center (DCC) - FHQ (De-Mobilization)		
10	De-Mobilization and De-commissioning charges for DCC	LSM (Lump Sum)	1
20	De-Mobilization charge for Base Co-ordinator	LSM (Lump Sum)	1
30	De-Mobilization charge for Drilling Advisor	LSM (Lump Sum)	1
40	De-Mobilization charge for Data Analysts	LSM (Lump Sum)	6

50	De-Mobilization charge for Data QC Personnel	LSM (Lump Sum)	4
60	De-Mobilization charge of Maintenance Support Personnels(Rig-Site Packages)	LSM (Lump Sum)	10
A3	DCC Operating Charges		
10	Operating charges for Hardware Including display panels at DCC	DAY	1460
20	Operating charges for Base Co-ordinator at FHQ	MD (Man Days)	1460
30	Operating charges for Drilling Advisor at FHQ	MD (Man Days)	730
40	Operating charges for Data Analysts at FHQ	MD (Man Days)	7300
50	Operating charges for Data QC Personnels at FHQ	MD (Man Days)	5840
60	Operating charges of Maintenance Support Personnels(Rig-Site Packages)	MD (Man Days)	14600
A4	Integration of eRTMAC software with OIL ERP		
10	Integration with OIL - ERP	LSM (Lump Sum)	1
A5	Cloud Data Server		
10	Cloud Server License (Application Software)	YR (Year)	4
Part-II : [Rigsite Packages -eRTMAC for Drilling Operations]			
B1	Rig-site Package		
10	Mobilization charges for one rig-site package as per SOW	LSM (Lump Sum)	18

20	Operating Day Rate (ODR) for one complete rig-site package as per SOW	DAY	18300
30	Standby charges for one complete rig-site package as per SOW (50% of ODR)	DAY	3600
40	Interim Demob charges for one rig-site package as per SOW	LSM (Lump Sum)	4
50	Interim Remob charges for one rig-site package as per SOW	LSM (Lump Sum)	4
60	De-mobilization charges for one rig-site package as per SOW)	LSM (Lump Sum)	18

1. Tenure of Agreement: 04 (Four) Years

2. Mobilisation Period: Mobilization and Commissioning of 18 (Eighteen) rig site packages shall be done lot wise in 03 (Three) lots. Mobilization and Commissioning of Drilling Command Center (DCC) along with the first lot of 06 (Six) rig site packages shall have to be completed within 120 (One Hundred and Twenty) days from the date of issuance of LOA. Mobilization and Commissioning of the second lot of 06 (Six) Rigs shall be completed within 180 (One Hundred and Eighty) days from the date of issue of LOA.

Mobilization and commissioning of third lot of 06 (Six) Rigs shall be completed within 60 (Sixty) days from the date of issue of Mobilization Notice.

The Contractor shall quote their rates in the price bids as per the format given in Proforma-B. The quantities mentioned against each item in Price Bid Format/Price Schedule is for evaluation purposes only. However, payment shall be made for the actual work done.

SCHEDULE OF RATES FOR PART I: DRILLING COMMAND CENTER (DCC) - eRTMAC FOR DRILLING OPERATIONS AT FHQ

A1. Mobilization, Operating & Demobilization Charges for Drilling Command Center:

A1.1. Mobilization and Commissioning Charges

- a) This shall be inclusive of mobilization, setting up and SAT (DCC Site Acceptance Test) of hardware, software, peripherals, interior designing, internal fitting, furnishing, electrification, air conditioning, lighting and any other requirement to make the DCC fully functional as per Scope of Work, and shall be payable one time on lump sum basis.
- b) Mobilization charges will be payable only when Mobilization is deemed to be completed in accordance to clauses covered under 3 - 6 of Special Condition of the Contract
- c) Mobilization charges shall cover all local and foreign cost to be incurred by the Contractor to mobilize the equipment to the appointed site and include

all local and foreign taxes, port fees, inland transport etc., but excluding customs duty, which will be to the Company's account, if applicable on the items.

- d) Company will provide all necessary documents as required for Custom Clearance only on receipt of request from the Contractor and all such request must be made by the Contractor well in advance so that the Company can make necessary arrangement for providing the documents in time without causing any delay for the Customs/Port Clearance.
- e) The total Mobilization and Commissioning Charges for the Drilling Command Center shall not exceed 7.5% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I). However, in case of the mobilization cost is more than 7.5% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I), the amount greater than 7.5% will be withheld from the 1st invoice and released at the end of the Contract.
- f) The maximum mobilization and commissioning period without LD for this activity shall be 120 (One Hundred Twenty) days from date of issuance of Letter of award (LOA).

A1.2. Operating Day Rate Charges

- a) This shall include per day charges for hardware and software at FHQ for data management, monitoring, analytics and reporting. It includes cost of running the equipment when the equipment is in operation. It shall include provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.
- b) The charges will be considered on operating day rate basis for a day of 24 hours and payment will be made accordingly on operating day rate basis and not on prorated basis.
- c) Operating Day Rate shall not be payable if, in the duration of operation, Contractor's Software or Hardware Tools/Equipment fails to perform.

A1.3. Demobilization and Decommissioning Charges

- a) These shall be payable one time on lump sum basis and shall include charges for demobilization and decommissioning of all hardware, peripherals, furniture, internal fitting, air conditioning, lighting, etc. upon completion of the assignment of works under this contract to the satisfaction of Company. Company shall give 10 (Ten) days' notice to contractor to commence demobilization.
- b) The demobilization and decommissioning charge should be minimum 2% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I). However, the total demobilization and decommissioning charges if quoted in deficit or less than 2% of the total quoted value DCC-eRTMAC at Field Head Quarters (Part I) in the Price Bid, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with applicable Demobilization charges.
- c) All contractual day rates/charges, whatsoever, on account of Contractor's Software & Hardware Tools/Equipment/Spare/Accessories etc. under this contract shall cease to exist with effect from the day, time or event as to be notified in the de-mobilization notice issued by Company.

- d) All charges connected with demobilization including all fees and taxes in relation thereto and insurance & freight on export outside India will be to Contractor's account.
- e) The contractor has to provide documentary evidence of re-exporting all the items exported under EC against this tender for payment of final demobilization.

B1. Integration of eRTMAC Software with COMPANY ERP

- a) Charge for integration of eRTMAC software with COMPANY-ERP shall be payable one time on lump sum basis upon successful completion of the integration process.
- b) The said unit charge is required to be less than 1% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I).
- c) In the event of the Contractor quoting integration charge above 1% of the total contract cost for DCC-eRTMAC (Part I) at Field Head Quarters, only 1% of the said cost will be paid after successful completion of the integration and the remaining amount will be paid after successful completion of the contract.

C1. Cloud Data – Software and Hardware

- a) The charges for cloud backup server license (software) shall be payable on per year basis upon completion after every 06(six) months.
- b) These charges shall include provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.

D1. DCC - eRTMAC Personnel At FHQ**D1.1. Mobilization Charges**

- a) Mobilization charges will be payable only when Mobilization is deemed to be completed in accordance with clause no. 3 - 6 of Special Condition of the Contract

D1.1.1. Drilling Advisor & Base Cordinator At FHQ

- a) The unit Mobilization charges for 01 (one) Drilling Advisor at Field Head Quarters shall be payable one time on lump sum basis.
- b) The said unit charge is required to be less than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I).
- c) In the event of the Contractor quoting unit Mobilization charge above 0.025% of the total contract cost for DCC-eRTMAC (Part I) at Field Head Quarters, only 0.025% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

D1.1.2. Data Analyst At FHQ

- a) The unit Mobilization charges for Data Analysts at Field Head Quarters shall be payable one time on lump sum basis.
- b) The said unit charge is required to be less than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters.

- c) In the event of the Contractor quoting unit Mobilization charge above 0.025% of the total contract cost for DCC-eRTMAC (Part I) at Field Head Quarters, only 0.025% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

D1.1.3. Data QC Personnel At FHQ

- a) The unit Mobilization charges for Data QC Personnel at Field Head Quarters shall be payable one time on lump sum basis (Part I).
- b) The said unit charge is required to be less than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I).
- c) In the event of the Contractor quoting unit Mobilization charge above 0.025% of the total contract cost for DCC-eRTMAC (Part I) at Field Head Quarters, only 0.025% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

D1.1.4. Pool of Support Personnel for maintenance of Rig-Site Packages

- a) This includes the unit mobilization charge for the pool of support personnel for maintenance of rig-site packages and shall be payable one time on lump sum basis.
- b) The said unit charge is required to be less than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I).
- c) In the event of the Contractor quoting unit Mobilization charge above 0.025% of the total contract cost for DCC-eRTMAC (Part I) at Field Head Quarters, only 0.025% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

D1.2. Operating Charges

- a) The unit operating charges for Drilling Advisor at FHQ will be payable on a per man-day basis.
- b) The unit operating charges for Base coordinator at FHQ will be payable on a per man-day basis.
- c) The operating charges for Data Analyst at FHQ will be payable on a per man-day basis.
- d) The operating charges for Data QC Personnel at FHQ will be payable on a per man-day basis.
- e) The operating day rate (ODR) for pool of support personnel for maintenance of rig-site packages will be payable on a per man-day basis for a maximum of 10 pooled personnel against the contract.

D1.3. Demobilization Charges**D1.3.1. Drilling Advisor & Base Coordinator At FHQ**

- a) Unit Demobilization charges for Drilling Advisor at Field Head Quarters shall be payable one time on lump sum basis.
- b) The said unit charge is required to be greater than 0.025% of the total

- contract cost for DCC-eRTMAC at Field Head Quarters (Part I).
- c) However, the total demobilization charges if quoted in deficit or less than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I) in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.
 - d) Drilling Advisor will be demobilized after 02(Two) years.

D1.3.2. Data Analyst At FHQ

- a) Demobilization charges for Data Analysts at Field Head Quarters shall be payable one time on lump sum basis.
- b) The said charge is required to be greater than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters.
- c) However, the total demobilization charges if quoted in deficit or less than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I) in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.

D1.3.3. Data QC Personnel At FHQ

- a) Demobilization charges for Data QC Personnel at Field Head Quarters shall be payable one time on lump sum basis.
- b) The said charge is required to be greater than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters.
- c) However, the total demobilization charges if quoted in deficit or less than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I) in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.

D1.3.4. Pool of Support Personnel Pool for maintenance of Rig-Site Packages

- a) Demobilization charge for the pool of support personnel for maintenance of rig-site packages shall be payable one time on lump sum basis.
- b) The said charge is required to be greater than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters.
- c) However, the total demobilization charges if quoted in deficit or less than 0.025% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I) in the Price Bid, the deficit amount will be paid at the end of the contract along with the final De-mobilization Charges.

SCHEDULE OF RATES FOR PART II: RIG-SITE PACKAGES – eRTMAC FOR DRILLING OPERATIONS**A2. Mobilization, Operating & Demobilization Charges For Rig-Site Packages**

A2.1. Mobilization Charges: Mobilization charges for rig-site package shall include all rig-site hardware and software such as sensors, display units, aggregation server, VSAT comms as per the Scope of Work and shall be payable one time on lump sum basis.

- a) Mobilization charges will be payable only when Mobilization is deemed to

- be completed in accordance to clause 4 of Special Condition of the Contract
- b) Mobilization charges cover all local and foreign cost to be incurred by the Contractor to mobilize the equipment to the appointed site and include all local and foreign taxes, port fees, inland transport etc., but excluding customs duty, which will be to the Company's account, if applicable on the items.
 - c) COMPANY will provide all necessary documents as required for Custom Clearance only on receipt of request from the Contractor and all such request must be made by the Contractor well in advance so that the Company can make necessary arrangement for providing the documents in time without causing any delay for the Customs/Port Clearance.
 - d) The mobilization charge for rig-site packages is required to be less than 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II).
 - e) In the event of the Contractor quoting unit mobilization charge above 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II). only 1% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.
 - f) The maximum mobilization period without penalty for this activity shall be One Hundred Twenty(120) days from date of issuance of mobilization notice.

A2.2. Operating Day Rate Charges

- a) Operating day rate (ODR) charge shall include charges for all rig-site hardware and software services such as sensors, display units, aggregation services, VSAT comms as per the Scope of Work and shall be payable on per day basis.
- b) It includes cost of running the equipment when the equipment is in operation. It shall include provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.
- c) The charges will be considered on operating day rate basis for a day of 24 hours and payment will be made accordingly on operating day rate basis and not on prorated basis.
- d) Operating Day Rate shall not be payable if, in the duration of operation, Contractor's Tools/Equipment fails to perform.

A2.3. Standby Charges

- a) Standby charges shall include all rig-site hardware and software services such as sensors, display units, aggregation services, VSAT comms as per the Scope of Work and shall be payable on a per day basis.
- b) Standby charges shall be fixed at 50% of ODR and shall be paid between rig-down, rig movement and rig-up, as well as, during any other non-operating period due to unforeseen circumstances.

A2.4. Interim Demobilization Charge

- a) Interim demobilization charge shall include all rig-site hardware and software services such as sensors, display units, aggregation services, VSAT comms as per the Scope of Work and shall be payable one time on

- lump sum basis.
- b) The said for rig-site packages is required to be less than 0.5% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II).
 - c) In the event of the Contractor quoting unit interim de-mobilization charge above 0.5% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II). only 1% of the said cost will be paid after successful completion of the interim demobilization and the remaining amount will be paid after successful completion of the contract.

A2.5. Interim Remobilization Charge

- a) Interim remobilization charge shall include all rig-site hardware and software services such as sensors, display units, aggregation services, VSAT comms as per the Scope of Work and shall be payable one time on lump sum basis.
- d) The said charge is required to be less than 0.5% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II).
- b) In the event of the Contractor quoting unit interim re-mobilization charge above 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II) only 0.5% of the said cost will be paid after successful completion of the interim remobilization and the remaining amount will be paid after successful completion of the contract.

A2.6. Demobilization Charge

- a) Demobilization charge shall include all rig-site hardware and software services such as sensors, display units, aggregation services, VSAT comms as per the Scope of Work and shall be payable one time on lump sum basis. COMPANY shall give 10 (Ten) days' notice to contractor to commence demobilization.
- b) The demobilization charge for rig-site packages is required to be greater than 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II).
- c) However, the total demobilization charges if quoted in deficit or less than 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II) in the Price Bid, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with applicable Demobilization charges.
- d) All contractual day rates/charges, whatsoever, on account of Contractor's Tools/Equipment/Spare/Accessories etc. under this contract shall cease to exist with effect from the day, time or event as to be notified in the demobilization notice issued by Company.
- e) All charges connected with demobilization including all fees and taxes in relation thereto and insurance & freight on export outside India will be to Contractor's account.
- f) The contractor has to provide documentary evidence of re-exporting all the items exported under EC against this tender for payment of final demobilization.

NOTE TO SCHEDULE OF RATES:

- a) Rates shall remain firm during the entire duration of the contract.

- b) Unit rates are inclusive of all associated services, spares, equipment, communication devices etc. as per the Scope of Work.
- c) **Personnel:** Penalty for delayed mobilization of any kind of Personnel shall be applicable as per Schedule of Penalties clause 6.1 to 6.4 as applicable.
- d) **Force Majeure:** A force majeure day rate of 50% of the Operating Day Rate Charges for all hardware and software operating charges quoted by bidder shall be payable during such periods.

B. Zero Rate: Notwithstanding any provision in the contract, no charges (standby or operating charges for hardware, software, tools, equipment and 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 hardware and software, tools/equipment, non-availability of spare parts/consumables for Contractor's tools/ equipment, non-availability of contractor's key personnel or for any other reason whatsoever attributable to the Contractor.

**To,
CGM-CONTRACT(HoD)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of service: Hiring enhanced Real-Time Monitoring & Analytics Center (e- RTMAC) for monitoring drilling operations in 18 (Eighteen) Rigs of OIL with a provision to hire the service for additional rigs, along with associated application software and hardware including personnel, for a period of 04 (Four) years.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

- I.** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all Sub-CONTRACTORS hired by him comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance of all HSE laws by the sub or sub- CONTRACTORS.
- II.** Every person deployed by the CONTRACTOR in a mine must wear safety gadgets to be provided by the CONTRACTOR. The CONTRACTOR shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the CONTRACTOR fails to provide the safety items as mentioned above to the working personnel, the CONTRACTOR may apply to the Company for providing the same. COMPANY will provide the safety items, if available. But in turn, COMPANY will recover the actual cost of the items by deducting from CONTRACTOR's Bill. However, it will be the CONTRACTOR's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.
- III.** All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- IV.** The CONTRACTOR shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the CONTRACTOR and how it is to be managed.
- V.** The CONTRACTOR shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the CONTRACTOR's work.
- VI.** Keep an up-to-date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- VII.** The CONTRACTOR has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

- VIII.** 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 COMPANY'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.
- IX.** Any compensation arising out of the job carried out by the CONTRACTOR whether related Safety or Health will be paid by the CONTRACTOR only.
- X.** Any compensation arising due to accident of the CONTRACTOR's personnel while carrying out the job, will be payable by the CONTRACTOR.
- XI.** The CONTRACTOR shall have to report all incidents including near miss – if any to Installation Manager/Departmental Representative of the concerned department of COMPANY.
- XII.** 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.
- XIII.** If the Company arranges any safety class/training for the working personnel at site (Company employee, CONTRACTOR worker, etc) the CONTRACTOR will not have any objection to any such training.
- XIV.** 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.
- XV.** A CONTRACTOR employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- XVI.** CONTRACTOR's arrangements for health and safety management shall be consistent with those for the mine owner.
- XVII.** In case CONTRACTOR is found non-compliant of HSE laws as required, Company will have the right for directing the CONTRACTOR to take action to comply with the requirements, and for further non-compliance, the CONTRACTOR will be penalized as per prevailing relevant Acts/Rules /Regulations.
- XVII.** 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.

XVIII. The CONTRACTOR should frame a mutually agreed bridging document between COMPANY & the CONTRACTOR with roles and responsibilities clearly defined.

XIX. For any HSE matters not specified in the Contract document, the CONTRACTOR will abide by the relevant and prevailing Acts/rules/regulations pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring enhanced Real-Time Monitoring & Analytics Center (e- RTMAC) for monitoring drilling operations in 18 (Eighteen) Rigs of OIL with a provision to hire the service for additional rigs, along with associated application software and hardware including personnel, for a period of 04 (Four) years.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 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/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the

Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

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

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

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

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date:

BID FORM

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

Sub: IFB No. CDG5781P24

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 _____ 2024.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

SUB: OIL's IFB No. CDG5781P24

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDG5781P24** for **Hiring enhanced Real-Time Monitoring & Analytics Center (e- RTMAC) for monitoring drilling operations in 18 (Eighteen) Rigs of OIL with a provision to hire the service for additional rigs, along with associated application software and hardware including personnel, for a period of 04 (Four) years.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL's IFB No. CDG5781P24

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid, negotiate
and conclude the agreement on our behalf with you against IFB No. **CDG5781P24**
for **Hiring enhanced Real-Time Monitoring & Analytics Center (e- RTMAC) for
monitoring drilling operations in 18 (Eighteen) Rigs of OIL with a provision to
hire the service for additional rigs, along with associated application software
and hardware including personnel, for a period of 04 (Four) years** for any
commercial/ Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

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

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

SEALED with the said Bank this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall be 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.

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited
Contracts Department

Duliajan, Assam - 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 TELEPHONE 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.

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 5% of Annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

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

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

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

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

(a) PART-I indicating the General Conditions of this Contract;

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDG5781P24

**To,
The CGM-Contracts(HoD)
Contracts Department,
OIL, Duliajan**

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref : Note 'b' under Clause 3.0 Financial Criteria of BEC/BRC of
Tender No. CDG5781P24**

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.

COMMERCIAL CHECK LIST

Bidder's Name: _____

TENDER NO. CDG5781P24

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

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: Whether Bid 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 opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall	

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

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

Signature _____

Name _____

Designation _____

Office Stamp _____

UNDERTAKING TOWARDS SUBMISSION OF 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

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY
(to be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDG5781P24

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: _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER (In INR/USD)	NET WORTH (In INR/USD)

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (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/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

WHEREAS

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

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

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

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)
DEED OF GUARANTEE

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

WHEREAS

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

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

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

1. The Guarantor (Parent Company/**wholly owned Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of nonperformance 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))

<u>Witness:</u>	M/s _____
1. Signature _____	Signature _____
Full Name _____	Name _____
Address _____	Designation _____
	Common seal of the
	Company _____

Witness:

2. Signature _____

Full Name _____

Address _____

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) M/s. Witness 1) 2)	For and on behalf of (Sister Subsidiary/ Co- subsidiary) M/s. Witness 1) 2)	For and on behalf of (Ultimate Parent / Holding Company) M/s. Witness 1) 2)
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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.

**[On Company's Letter
Head]**

To,

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

UNDERTAKING

This has reference to your **Tender No. CDH5781P24** on the subject "enhanced Real-Time Monitoring & Analytics Center for drilling operations including real time rig-site surface data collection, real time rig-site data aggregation, VSAT communications, real time data analytics and design & setting up of a decision support center at company's field headquarters, Duliajan, along with software and hardware, for a period of 04 (Four) years for 18 (Eighteen) nos. of rigs deployed in Company's operational areas.(e-RTMAC for drilling operations)".

We.....(Name of the Company) hereby undertake that, in the event of award of contract on us against the above tender, we shall engage/deploy the **services including key personnel** for '**Real-Time Data Aggregation and Real-Time Data Analytics**'/'**Real-Time Data Aggregation**'/'**Real-Time Data Analytics**' (strike out whichever are not applicable) from our **Technical Collaborator/Joint Venture Partner/Subsidiary/Parent company**/(strike out whichever are not applicable), on whose technical strength we are meeting the primary Technical Experience requirement of the said services as per the tender qualifying criteria, under BEC/BRC Technical experience clause no. Notes to BEC Clause 2.1 – II.

Signature:

(Name & Designation of Authorized person)

(Name & Address of Company)

Date:

**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 INR(or equivalent USD) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

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:

- 1.
- 2.

Witness:

- 1.
- 2.

**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)
<u>Witness:</u> 1. 2.	<u>Witness:</u> 1. 2.

**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.

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING
(REF. CLAUSE NO. 17.0 OF INTRODUCTION)

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)

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 17.0 OF THE
INTRODUCTION**

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)

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER
OF TECHNOLOGY (ToT)**

(REF. CLAUSE NO. 17.1 OF THE INTRODUCTION/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)

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

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

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No CDG5781P24

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)

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY
LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL**

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

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. CDG5781P24

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 debaring us/them from carrying on business dealings with OIL.

Place: _____

Date: _____

(Name & Signature of the authorised
signatory of the bidder)

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.0	<p>GENERAL CONFORMITY: The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders, without which the same will be considered as non-responsive and rejected.</p>			
2	2.0	<p>2.0 <u>TECHNICAL EVALUATION CRITERIA:</u></p> <p>2.1 <u>EXPERIENCE:</u></p> <p>The bidder should have successfully executed and completed at least 01 (One) contract of minimum 02 (Two) year duration with any E&P company (Companies involved in Exploration & Production of Oil & Natural Gas), of providing 'Real-Time Data Aggregation and Real-Time Data Analytics Services' for simultaneous monitoring of real time operation in multiple drilling rigs [minimum 09 (Nine) numbers] with personnel, using any version of their offered software, in the last 07 (Seven) years to be reckoned from the original bid closing date of this tender.</p>			

4	<p style="text-align: center;">Note to BEC Clause 2.1 above</p>	<p>I. Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 2.1 of the tender, can also quote under the categories listed below:</p> <p>a. <u>ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause no. 2.1 can also be considered provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] who fulfils the experience criteria. Similarly, bid from parent company can also be considered on the strength of requisite experience of its wholly owned subsidiary [supporting company]. 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.</p> <p>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 format enclosed as Annexure-A) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as Annexure-B from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p>			
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	<p>b. <u>ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER-SUBSIDIARY/CO-SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 2.1 can also be considered based on the experience of their sister-subsiary/co-subsiary company (supporting company) within the ultimate parent/holding company subject to meeting the following conditions:</p> <p>i) Provided that the sister-subsiary/co-subsiary 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 same ultimate/holding parent company</p> <p>ii) Provided that the sister subsidiary/co-subsiary company on its own meets the experience criteria stipulated in the BEC and not through any other arrangement like Technical Collaboration agreement.</p> <p>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, their ultimate parent/holding company, along with the technical bid.</p> <p><u>Note:</u> In case of a/b above, the supporting company shall not be allowed to submit their separate/independent bid against this</p>			
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		<p>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 following:</p> <p>i. Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at PROFORMA-K), 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.</p> <p>ii. In cases where the supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company. In such case bidding company shall furnish an undertaking that their subsidiary/parent/ sister company (i.e. the supporting company) is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>iii. A certificate from the statutory Auditor of the bidding company/ Certificate from a practicing Chartered Accountant, 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.</p> <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>iv. Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting</p>			
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company shall be invoked by OIL due to non-performance of the contractor.

c. 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 2013/Companies Act 1956 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. 2.1

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. 2.1.

Note:

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, if awarded.

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

ii. **Constitution of Joint Venture**: The members of the JV should not be more than three. If during evaluation of bid, a JV

		<p>leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, the bid of such a JV shall be liable for rejection.</p> <p>iii. Members of the JV are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected.</p> <p>II. Bidders quoting on the technical strength of Parent/Subsidiary/Sister Subsidiary/ Co-Subsidiary experience/Joint Venture Constituents (as applicable) (who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per Annexure-D in this respect to be submitted as part of technical bid.</p> <p>III. For proof of requisite Experience (refer Clause No. 2.1), the following documents/ must be submitted along with the bid:</p> <p>A. Contract document / Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work</p> <p>B. Job Completion Certificate/SES (Service Entry Sheet)/Certificate of Payment (COP) showing:</p> <p>(i) Nature of job done and Work order no./Contract no. (ii) Contract period with contract start date and end date. (iii) Quantity of Rigs</p> <p style="text-align: center;">OR</p>			
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		<p style="text-align: center;">Any other document(s) which can substantiate the experience.</p> <p>IV. Following work experience will also be taken into consideration:</p> <p>(i) If the bidder has executed contract in which work defined above is also a component of the contract.</p> <p>(ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date and meets the minimum quantum/period prescribed in the BEC, prior to original bid closing date.</p> <p>(iii) If the bidder is executing work mentioned under Clause 2.1 above, which is still running but meets the minimum quantum/period prescribed in the BEC, prior to original bid closing date.</p> <p>For proof of work experience against Para IV. above, to satisfy i) work defined above ii) minimum prescribed period & nos. of rigs iii) prescribed period of 07 years, bidder(s) must submit the Contract Document/LoA/Work Order showing details of work along with breakup of executed work and its period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed work must be certified by the end user and must be supplemented with a certificate clearly specifying the period & nos. of rigs, issued by end user or a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).</p>			
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		<p>V. In case requisite experience is against OIL's Contract, the bidder need not submit requisite documentary evidence but must categorically specify OIL's Contract Number and date against which they have executed the work.</p> <p>VI. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) or Job Completion Certificate are not acceptable as evidence of experience.</p> <p>VII. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/period, as stipulated under Clause Nos. 2.1 will only be treated as acceptable experience.</p> <p>VIII. 'Work' executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.</p> <p>IX. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.</p> <p>X. Bidder should submit copies of the Real-Time reports (minimum 02 (Two) nos.) for confirmation of complete visualization and all drilling data analytics from any version of their offered software covering complete scope of work. In case all KPI's as detailed in Annexures are not used in one contract/engagement, bidder has to submit the proof of execution of each /clubbed KPI's for a drilling rig, in last 07 (Seven) years to be reckoned from the original bid closing date of this tender.</p>			
5	2.2	Bidder should offer the latest version of commercial proven software(s). Prototype system or sub-system (Software and analytics) of an			

		experimental nature shall be rejected out rightly. Vendor shall submit commercial launch specification sheets and software release notes to prove compliance against this point.			
6	2.3	<p>With regards to provision of software for Drilling Data Aggregation and Analytics the bidder shall be:</p> <p>i. Independent Developer cum Service Provider of the 'Drilling Data Aggregation and Analytics software' proposed for implementation ('Independent Developer cum Service Provider' is defined as the company or subsidiary of a company that owns the proposed software's IPR, holds the software's licensing rights and controls the software development cycle and also provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using their own software).</p> <p style="text-align: center;">OR</p> <p>ii. Independent Service Provider ('Independent Service Provider' is defined as a company that provides the services of 'Real Time Data Aggregation and Analytics' in drilling domain, using software licenses sold or leased to it by an 'Independent Developer' of the offered software proposed for implementation).</p>			
7	2.4	<p>If the bidder is an 'Independent Developer cum Service Provider', then he should submit an undertaking for their offered license(s) software(s) to the effect that, the offered solution has an option to customize the algorithms, logics and matrices as per the KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements, as desired by COMPANY.</p> <p>To prove that the bidder is an 'Independent Developer' of the offered software, he shall furnish certificate from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of their company.</p>			

		If the bidder is a subsidiary of the 'Independent Developer', then he is required to submit the proof of it being a subsidiary of the Independent Developer along with their bid submission like Letter of Authorization as subsidiary from the Parent company.			
8	2.5	<p>In case Bidder is only an Independent Service Provider, he should have required license/s for their offered software/s solutions valid throughout the contract period. Bidder should also submit undertaking from the owner of the offered license/s software/s to the effect that the offered solution has an option to customize the algorithms, logics and matrices as per KPIs and Data QC requirements of the COMPANY and to include any additional KPIs and Data QC requirements as desired by the COMPANY.</p> <p>To prove that the bidder is authorized to use the offered software, he shall furnish a back- up Letter of Authorization from the CEO/CFO/Managing Director/Authorized Signatory/Partner holding power of attorney of the company from OEM or Developer stating that, the bidder is authorized to use the software during the duration of the contract and that the OEM or independent developer shall provide sufficient backup support during the currency of the contract.</p>			
9	2.6	Bidder must bid for the entire project of setting up the eRTMAC solution as per scope of work(SOW)as defined under this tender under turn-key basis which amongst others shall include necessary hardware, software, sensors, communication systems, display systems, audio/visual system, AMC, training, installation and commissioning, all internal fittings, furnishing (soft and hard) etc. The project shall also involve developing Data QC logic, customizing dashboards, integrating with third party software (new as well as existing). Incomplete bid in this regard shall be rejected. Bids submitted for part of the work will be rejected.			
10	2.7	OIL reserves the right to ask the participating bidders to display their functional capabilities of the application and shall demonstrate each of			

		<p>the workflows as per SOW during technical evaluation of the bid prior to Price bid opening.</p> <p>During the demonstration, if the offered application fails to meet the functional requirements, objectives, scope and other requirements set forth in the SOW as defined under this tender, such bid shall be rejected.</p>			
11	2.8	<p><u>MOBILIZATION & COMMISSIONING:</u></p> <p>Bidder shall confirm in their bid to comply with Mobilization & Commissioning scheduled indicated hereunder:</p> <p>Mobilization and Commissioning of 18 (Eighteen) rig site packages shall be done lot wise in 03 (Three) lots. Mobilization and Commissioning of Drilling Command Center (DCC) along with the first lot of 06 (Six) rig site packages shall have to be completed within 120 (One Hundred and Twenty) days from the date of issuance of LOA. Mobilization and Commissioning of the second lot of 06 (Six) Rigs shall be completed within 180 (One Hundred and Eighty) days from the date of issue of LOA.</p> <p>Mobilization and commissioning of third lot of 06 (Six) Rigs shall be completed within 60 (Sixty) days from the date of issue of Mobilization Notice.</p>			
3.0 <u>FINANCIAL EVALUATION CRITERIA:</u>					
12	3.1	Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years reckoned from the original bid closing date should be at least Rs. 28.30 Crore or USD 3.39 million.			
13	3.2	Net worth of the bidder must be Positive for the preceding financial/accounting year.			

14	3.3	<p>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, then documents need to be submitted along with the technical bid in support of the following:</p> <p>(i) Annual Turnover from operation of last three accounting years of the parent/ultimate parent/holding company (supporting company) shall be as per Clause 3.1 above.</p> <p>(ii) Net worth of the parent/ultimate parent/holding company (supporting company) shall be positive for the accounting year preceding the bid closing date as per Clause 3.2 above.</p> <p>(iii) Corporate Guarantee (PROFORMA-XIX) 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, and</p> <p>(iv) A certificate from the statutory Auditor of the bidding company/ Certificate from a practicing Chartered Accountant, 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.</p> <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p>			
15	3.4	<p>In case the bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in</p>			

		<p>the JV, then documents need to be submitted along with the technical bid in support of the following:</p> <ul style="list-style-type: none"> (i) Annual Financial Turnover from operation of the member having more than 50% stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date shall be as per Clause 3.1 above. (ii) Net worth of the member having more than 50% stake in the JV (supporting company) should be positive for the financial/accounting year preceding the original bid closing date. (iii) Corporate Guarantee (PROFORMA-XX) 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 subsidiary company for executing the project / job in case the same is awarded to them, and (iv) A certificate from the statutory Auditor of the bidding company/ Certificate from a practicing Chartered Accountant, 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. <p>The above certificate should not be more than 30 days old as on the original bid closing date.</p> <p>Further, an undertaking from the Joint Venture partner (based on whose financial strength bidder is bidding) shall be submitted along with the techno commercial bid stating that they shall</p>			
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		maintain more than 50% shareholding in the JV till the execution of the contract.			
16	Note	<p>i. Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation 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).</p> <p>ii. 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"</p>			
17	Note to BEC clause 3.0 above	<p>a. For proof of Annual Turnover from operation & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) Audited Balance Sheet along with Profit & Loss account. OR</p> <p>(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in Proforma-XIV.</p> <p>Note :</p> <p>i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p> <p>ii. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR/USD, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance</p>			

	<p>Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.</p> <p>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/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) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Proforma-X.</p> <p>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.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p>			
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		e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 3.1 & 3.2.			
4.0 COMMERCIAL EVALUATION CRITERIA:					
18	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 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.			
19	4.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
20	4.3	Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.			
21	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.			
22	4.5	Bids received through the e-procurement portal shall only be accepted. Any bid received in any other form will not be accepted.			
23	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.			
24	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.			
25	4.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
26	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.			
27	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 (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee/Security deposit (vi) Delivery/Completion Schedule (vii) Scope of work (viii) Guarantee of material/work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration/Resolution of Dispute Clause (xii) Force Majeure			

		(xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact			
28	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.			
29	4.12	Bid received with validity of offer less than 120 (one hundred twenty) days from Bid Opening Date will be rejected.			
30	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 “ Part-5-Integrity Pact ” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.			
31	4.14	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 undertaking towards compliance of above as per the prescribed formats (Appendix-1 & Appendix-2) along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.			
32	4.15	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.			
6.0 PRICE EVALUATION CRITERIA:					

33	5.1	Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive.			
34	5.2	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			
35	5.3	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.			
36	5.4	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.			
37	5.5	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.			
38	5.6	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.			
39	5.7	In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
40	5.8	The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.			
41	5.9	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			

42	5.10	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 (CGST & SGST/UTGST or IGST).			
43	5.11	<p>To ascertain the inter-se-ranking, the comparison of the responsive bids will be made. Priced Bids shall be evaluated taking into account the rates quoted by the bidders in the PRICE BID FORMAT (Proforma-B) by taking into account the summation of the following:</p> <p>Bids shall be evaluated on overall lowest cost to OIL for the services including GST (CGST & SGST/UTGST or IGST) i.e. L1 offer shall be determined considering the lowest quoted price in PART-III which shall be combination of PART-I and PART-II (as listed below).</p> <p><u>PART-I: DRILLING COMMAND CENTER - eRTMAC FOR DRILLING OPERATIONS AT FHQ</u></p> <p>The total estimated contract cost for “PART-I” for 04 (Four) years inclusive of all taxes & duties [including all applicable GST components] is:</p> <p>Total PART-I = A1+A2+A3+A4 +A5</p> <p>Where,</p> <p>A1 = Total Mobilization cost of Decision Support Center for eRTMAC at FHQ for 04 Years (includes mobilization cost of personnel & commissioning charge of DCC as per scope of work)</p> <p>A2 = Total De-Mobilization cost of Decision Support Center for eRTMAC at FHQ (includes de-mobilization cost of personnel & de-commissioning charge of DCC as per scope of work)</p> <p>A3 = Total Operating Charges (for DCC Hardware, Personnel including Rig site maintenance support personnel)</p> <p>A4 = Total cost of integration of eRTMAC software with OIL ERP.</p>			

		<p>A5 = Total cost of Cloud Server License (Application Software) for 04 Years (includes license and infrastructure costs)</p> <p><u>PART-II: RIG-SITE PACKAGES – eRTMAC FOR DRILLING OPERATIONS</u></p> <p>The total estimated contract cost for “PART-II” for 04 (Four) years inclusive of all taxes & duties [including all applicable GST components].</p> <p>Total PART-II = B1</p> <p>Where,</p> <p>B1 = Total cost of 18 (Eighteen) rig-site package (excluding GST) (includes mobilization, operating charges for four years, standby charges, interim mobilization, interim demobilization and demobilization).</p> <p><u>PART-III: Grand Total Contract Cost (Part-I + Part-II) inclusive of all taxes & duties</u></p> <p>= Total (PART-I) + Total (PART-II)</p> <p>NOTE: The above items are defined in Schedule of Rates/Price bid format.</p>			
44	5.12	<p>OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.</p>			
45	5.13	<p>Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that</p>			

		bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.			
46	5.14	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.			
47	5.15	<p>CUSTOMS DUTY: 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 @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.</p> <p>Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.</p> <p>Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 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. 02/2022-Customs dated 01.02.2022 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. 02/2022-Customs dated 01.02.2022, such applicable</p>			

	<p>customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.</p> <p>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.</p> <p>Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per 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.</p> <p>Note</p> <p>The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to</p>			
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		change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.			
48	6.0	<p><u>GENERAL:</u></p> <p>6.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.</p> <p>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/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>6.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p> <p>6.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p>6.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.</p> <p>6.6 The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>			
49	7.0	<u>PURCHASE PREFERENCE CLAUSE:</u>			

	<p>7.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference to Micro and Small Enterprises is applicable for this tender.</p> <p>Note: Provisions such as seeking support from another company by way Parent/Subsidiary/Sister Subsidiary/Co Subsidiary Company's experience/ JV bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of Parent/Subsidiary/Sister-Subsidiary/Co-Subsidiary/JV partner (whichever applicable) will be eligible for the benefits (Purchase Preference) reserved for MSEs provided the supporting company for technical and financial strength is/are also a MSE(s).</p> <p><u>Documentation required to be submitted by MSEs:</u> 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-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.</p> <p>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.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary</p>			
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		<p>evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.</p> <p>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.</p>																		
50	THIRD PARTY INSPECTION	<p>8.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies to verify and certify various documents required against BEC/BRC of the tender:</p> <table border="1" data-bbox="472 906 1512 1437"> <thead> <tr> <th data-bbox="472 906 577 986">Sl. No.</th> <th data-bbox="577 906 931 986">Name of Independent Inspection Agency</th> <th data-bbox="931 906 1512 986">Contact E-mail ID</th> </tr> </thead> <tbody> <tr> <td data-bbox="472 986 577 1075">i.</td> <td data-bbox="577 986 931 1075">M/s. RINA India Pvt. Ltd.</td> <td data-bbox="931 986 1512 1075">c. ssd@rina.org d. Andrea.Vattuone@rina.org</td> </tr> <tr> <td data-bbox="472 1075 577 1158">ii.</td> <td data-bbox="577 1075 931 1158">M/s. Dr. Amin Controllers Pvt. Ltd.</td> <td data-bbox="931 1075 1512 1158">c. rkjain@rcaindia.net d. info@rcaindia.net</td> </tr> <tr> <td data-bbox="472 1158 577 1278">iii.</td> <td data-bbox="577 1158 931 1278">M/s. DNV Inspection India Private Limited</td> <td data-bbox="931 1158 1512 1278">a. amr.el-shirbini@dnv.com b. sherif.helmy@dnv.com c. raikar.rajesh@dnv.com</td> </tr> <tr> <td data-bbox="472 1278 577 1437">iv.</td> <td data-bbox="577 1278 931 1437">M/s. TÜV SÜD South Asia Pvt. Ltd.</td> <td data-bbox="931 1278 1512 1437">e. Jaimin.Bhatt@tuv-sud.in f. sanjaykumar.singh@tuv-sud.in g. Pankaj.Narkhede@tuv-sud.in h. Ajit.Yadav@tuv-sud.in</td> </tr> </tbody> </table>	Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID	i.	M/s. RINA India Pvt. Ltd.	c. ssd@rina.org d. Andrea.Vattuone@rina.org	ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	c. rkjain@rcaindia.net d. info@rcaindia.net	iii.	M/s. DNV Inspection India Private Limited	a. amr.el-shirbini@dnv.com b. sherif.helmy@dnv.com c. raikar.rajesh@dnv.com	iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	e. Jaimin.Bhatt@tuv-sud.in f. sanjaykumar.singh@tuv-sud.in g. Pankaj.Narkhede@tuv-sud.in h. Ajit.Yadav@tuv-sud.in			
Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID																		
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iii.	M/s. DNV Inspection India Private Limited	a. amr.el-shirbini@dnv.com b. sherif.helmy@dnv.com c. raikar.rajesh@dnv.com																		
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	e. Jaimin.Bhatt@tuv-sud.in f. sanjaykumar.singh@tuv-sud.in g. Pankaj.Narkhede@tuv-sud.in h. Ajit.Yadav@tuv-sud.in																		

		v.	M/s. IRCLASS Systems and Solutions Private Limited	f. abhishek.singh@irclass.org g. pradeep.bansal@irclass.org h. Asim.Hajwani@irclass.org i. Amit.Ketkar@irclass.org j. industrial_services@irclass.org			
		vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	e. contact@gulflloyds.com f. bbhavsar@gulflloyds.com g. inspection@gulflloyds.com h. gulflloyds.india@gmail.com			
		vii.	M/s. TUV India Private Limited	c. salim@tuv-nord.com d. delhi@tuv_nord.com			
		viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	e. Shailesh.Deotale@ind.tuv.com f. ravi.kumar@ind.tuv.com g. rupeshkumar.singh@ind.tuv.com h. Neeraj.Chaturvedi@ind.tuv.com			
		ix.	M/s. Bureau Veritas (India) Private Limited	l. udit.chopra@bureauveritas.com m. vishal.sapale@bureauveritas.com n. dinesh.sukhramani@bureauveritas.com o. p.sridhar@bureauveritas.com p. hariprasad.jhawar@bureauveritas.com q. amit.shaw@bureauveritas.com r. business.support@bureauveritas.com s. labhanshu.sharma@bureauveritas.com t. pramodkumar.yadav@bureauveritas.com u. sonal.lad@bureauveritas.com v. bvindia.corporate@in.bureauveritas.com			

	<p>8.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies as per Proforma-XIII 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.</p> <p>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/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.</p> <p>8.4 The methodology of inspection/verification of documents is broadly as under but not limited to:</p> <p>(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the</p>			
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	<p>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/BRC clauses is the sole responsibility of the Bidder.</p> <p>(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/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.</p> <p>(c) Verification of documents (but not limited to) are normally categorised as under:</p> <ul style="list-style-type: none"> ➤ General Requirement (if applicable):: <ul style="list-style-type: none"> • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check ITR of company • Check Bidder's Certificate of Incorporation – Domestic Bidder. ➤ Additional Documents : (If applicable against the tender) <ul style="list-style-type: none"> • Joint Ventures Agreements – To cross-check with JV Partners • Consortium Agreements – To cross-check with Consortium Partners • Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern 			
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		<ul style="list-style-type: none"> ➤ Technical Criteria • To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender. ➤ Financial Criteria • Check and verify Audited Balance Sheet/CA certificate • To check the Line of Credit, if incorporated in the tender. <p>Note: If any documents LOI/LOA/Contracts, etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency. Further TPI Verification and certification is not required for financial documents having Unique Document Identification Number (UDIN).</p>			
51	9.0	<p><u>DOCUMENT AUTHENTICITY UNDERTAKING:</u></p> <p>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 dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per Proforma-IX.</p>			
52	10.0	<p><u>LAND BORDER SHARING:</u> 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</p>			

		amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.			
53	11.0	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.			

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

DESCRIPTION OF WORK/SERVICE: Hiring enhanced Real-Time Monitoring & Analytics Center (e- RTMAC) for monitoring drilling operations in 18 (Eighteen) Rigs of OIL with a provision to hire the service for additional rigs, along with associated application software and hardware including personnel, for a period of 04 (Four) years

PROFORMA B: PRICE BID FORMAT

NAME OF BIDDER								
Bidder's GST No.								
SAC/HSN Code								
QUOTED Currency								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (CGST+SGST/ CGST+UTGST/ IGST/Not Applicable)	Amount (Rs.) Excluding GST	Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+D*C
Part-I : [Decision Command Center - eRTMAC for Drilling Operations at FHQ]								
A1	Decision Command Center (DCC) - FHQ (Mobilization)							
10	Mobilization and Commissioning charges for DCC as per SOW	LSM	1				0.00	0.00
20	Mobilization charge for Base Co-ordinator	LSM	1				0.00	0.00
30	Mobilization charge for Drilling Advisor	LSM	1				0.00	0.00
40	Mobilization charge for Data Analysts	LSM	6				0.00	0.00

50	Mobilization charge for Data QC Personnels	LSM	4				0.00	0.00
60	Mobilization charge of Maintenance Support Personnels(Rig-Site Packages)	LSM	10				0.00	0.00
A2	Decision Command Center (DCC) - FHQ (De-Mobilization)							
10	De-Mobilization and De-commissioning charges for DCC	LSM	1				0.00	0.00
20	De-Mobilization charge for Base Co-ordinator	LSM	1				0.00	0.00
30	De-Mobilization charge for Drilling Advisor	LSM	1				0.00	0.00
40	De-Mobilization charge for Data Analysts	LSM	6				0.00	0.00
50	De-Mobilization charge for Data QC Personnel	LSM	4				0.00	0.00
60	De-Mobilization charge of Maintenance Support Personnels(Rig-Site Packages)	LSM	10				0.00	0.00
A3	DCC Operating Charges							
10	Operating charges for Hardware Including display panels at DCC	DAY	1460				0.00	0.00
20	Operating charges for Base Co-ordinator at FHQ	MD	1460				0.00	0.00
30	Operating charges for Drilling Advisor at FHQ	MD	730				0.00	0.00
40	Operating charges for Data Analysts at FHQ	MD	7300				0.00	0.00

50	Operating charges for Data QC Personnels at FHQ	MD	5840				0.00	0.00
60	Operating charges of Maintenance Support Personnels(Rig-Site Packages)	MD	14600				0.00	0.00
A4	Integration of eRTMAC software with OIL ERP							
10	Integration with OIL - ERP	LSM	1				0.00	0.00
A5	Cloud Data Server							
10	Cloud Server License (Application Software)	YR	4				0.00	0.00
Part-II : [Rigsite Packages -eRTMAC for Drilling Operations]								
B1	Rig-site Package							
10	Mobilization charges for one rig-site package as per SOW	LSM	18				0.00	0.00
20	Operating Day Rate (ODR) for one complete rig-site package as per SOW	DAY	18300				0.00	0.00
30	Standby charges for one complete rig-site package as per SOW (50% of ODR)	DAY	3600	0.00			0.00	0.00
40	Interim Demob charges for one rig-site package as per SOW	LSM	4				0.00	0.00
50	Interim Remob charges for one rig-site package as per SOW	LSM	4				0.00	0.00
60	De-mobilization charges for one rig-site package as per SOW)	LSM	18				0.00	0.00

Total Contract Cost	0.00	0.00
		The above cost should be maintained under "Total Bid Value" in the E-Tender Portal

NOTE:

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
2. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
3. Refer to GCC for detail of GST.
4. Refer to SOQ & SCC for Item detail Description.
5. The total Mobilization and Commissioning Charges for the Drilling Command Center shall not exceed 7.5% of the total contract cost for DCC- eRTMAC at Field Head Quarters (Part I). However, in case of the mobilization cost is more than 7.5% of the total contract cost for DCC- eRTMAC at Field Head Quarters (Part I), the amount greater than 7.5% will be withheld from the 1st invoice and released at the end of the Contract.
6. The demobilization and decommissioning charge for the Drilling Command Center should be minimum 2% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I). However, the total demobilization and decommission charges if quoted in deficit or less than 2% of the total quoted value DCC-eRTMAC at Field Head Quarters (Part I) in the Price Bid, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with applicable Demobilization charges.
7. The unit charge for Integration of eRTMAC Software is required to be less than 1% of the total contract cost for DCC-eRTMAC at Field Head Quarters (Part I). In the event of the Contractor quoting integration charge above 1% of the total contract cost for DCC-eRTMAC (Part I) at Field Head Quarters, only 1% of the said cost will be paid after successful completion of the integration and the remaining amount will be paid after successful completion of the contract.
8. The mobilization charge for rig-site packages is required to be less than 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II). In the event of the Contractor quoting unit mobilization charge above 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II). only 1% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.
8. Standby charges shall be fixed at 50% of ODR

9. The mobilization charge for rig-site packages is required to be less than 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II). In the event of the Contractor quoting unit mobilization charge above 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II), only 1% of the said cost will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

10. Interim Demobilization Charge for rig-site packages is required to be less than 0.5% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II). In the event of the Contractor quoting unit interim de-mobilization charge above 0.5% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II), only 1% of the said cost will be paid after successful completion of the interim demobilization and the remaining amount will be paid after successful completion of the contract.

11. Interim Remobilization charge is required to be less than 0.5% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II). In the event of the Contractor quoting unit interim re-mobilization charge above 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II) only 0.5% of the said cost will be paid after successful completion of the interim remobilization and the remaining amount will be paid after successful completion of the contract.

12. The demobilization charge for rig-site packages is required to be greater than 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II). However, the total demobilization charges if quoted in deficit or less than 1% of the total contract cost for Rig Site Packages - eRTMAC for Drilling Operations (Part II) in the Price Bid, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with applicable Demobilization charges.

PROFORMA-A (To be submitted only along with price bid)

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE

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	$E = C \times D$	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

(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: