

**Tender No. CNG0485P11**

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
NEF Project, Duliajan

Date: 06.01.2011

OIL INDIA LIMITED invites ON-LINE BIDS from experienced Contractors/Firms for the following services under **SINGLE STAGE TWO BID System** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

ENGAGEMENT OF A CONSULTING FIRM FOR WELL ENGINEERING (CONCEPT TO COMPLETION) AND WELL-SITE SUPERVISION DURING EXECUTION FOR DRILLING EXPLORATORY WELLS IN NELP-VI BLOCK: MZ-ONN-2004/1 IN MIZORAM.

**LOCATION:** Mizoram/Assam

**CONTRACT PERIOD:** 2 ½ Years

**Earnest Money /Bid Security:** US\$ 65,725.00 or Rs.29,70,000.00

a) Earnest money/Bid Security to be deposited vide Bank Guarantee/Demand Draft/Banker's Cheque/ Money Receipt

No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

Original bid security should reach the office of Executive Director (Operations), NEF Project, Oil India Limited, Duliajan, Assam, India, PIN Code-786602, before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Unpriced bid documents.

b) Bidders to confirm that in the event of the award of Contract they will submit Performance Security Deposit @7.5% of the total contract price and this will not earn any interest.

2.0 SEALED ENVELOPES containing the Earnest Money/Bid Security shall be marked with the above Tender Number and description of work and addressed to

Executive Director (Operations),  
NEF Project, OIL INDIA LIMITED,  
Duliajan – 786602, Assam, India

All bidders shall deposit the requisite EARNEST MONEY/Bid Security in the form of Bank Guarantee/Demand Draft/Banker's Cheque/ Money Receipt from a Nationalised Bank or from a foreign Bank having branch in India in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money/Bid Security 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. 6 below. Bids without Earnest Money/Bid Security in the manner specified above will be summarily rejected.

3.0 Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at the office of Executive Director (Operations), NEF Project, OIL INDIA LIMITED, Duliajan – 786602, Assam, India in presence of authorized representative of the bidder.

4.0 The Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement placed in the 'un-priced' bid folder.

The bid 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.

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

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

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid after technical bid opening. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Earnest Money in full and will be debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(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 The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

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

9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid, i.e. O.I.L's Standard Form of Contract.

10.0 The successful bidder shall furnish a Performance Security Deposit in the form of a Bank Guarantee before signing the formal contract. The format of Performance Bank Guarantee (PBG) has been uploaded in the C-folder. The Security Deposit/Bid security will be refunded to the unsuccessful bidders after finalization of contract. Security deposit of the successful bidder shall be returned after receipt of PBG. PBG of the Contractor shall be returned after satisfactory completion of the work including warranty period, 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 PBG shall not earn any interest to the contractor.

11.0 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.

12.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment, wherever involved/ required.

13.0 The tender will be governed by:

- a) COVERING LETTER
- b) PART – 1 : Instruction to Bidders
- c) PART – 2 : Bid Rejection Criteria & Bid Evaluation Criteria.
- d) PART – 3 : SECTION -I : General Conditions of Contract.
- e) PART -3: SECTION-II : TERMS OF REFERENCE/SCOPE OF WORK
- f) PART -3 : SECTION- III : SCHEDULE OF RATES & PAYMENT
- g) PART-4 : Appendices and Annexures

Special Note:

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except following

documents which are to be submitted manually in sealed envelope super scribed with tender no. and due date at the office of Executive Director (Operations), NEF Project, Oil India Limited, Duliajan- 786602, Assam, India.

a) Original Bid Security

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

14.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “TECHNICAL” and “COMMERCIAL” bid through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Commercial bid as per the Online Commercial Bid format.

15.0 In Technical Bid opening, only Collaboration Folder ( C folder ) will be opened. Therefore, the bidder should ensure that Technical bid is uploaded in the C-Folder link (collaboration link) under Un-priced Bid Tab Page only. No price should be given in above C folder, otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal in detail before uploading the document.

NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (*e-commerce application*) 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.

16.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure-I 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 technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who signs the Bid.

16.1 OIL has appointed Shri N. Gopaldaswami, Ex-CEC and Shri R. C. Agarwal, IPS(Retd) as Independent Monitors (IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to the Invitation for Bid (IFB).

17.0 Price should be maintained in the “online price schedule” only. The price quoted in the “online price schedule” will only be considered.

**18.0 PRE-BID CONFERENCE :**

18.1 A pre-bid conference will be held on 3<sup>rd</sup> & 4<sup>th</sup> February, 2011 from 09.30 AM (IST) onwards at Kolkata, West Bengal, India for providing clarifications to prospective bidders on Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC), Terms of Reference/Technical Specifications, Terms and conditions of the IFB to enable them to understand the exact service requirement of the Company. Bidder or its authorized representative/s should have sufficient technical knowledge about the required service and should be authorized & capable to take on the spot decisions. Bidders interested to attend the pre-bid conference should contact/intimate for details of the venue to the Executive Director (Operations), NEF Project, Oil India Ltd., P.O. Duliajan-786602, Assam, India Phone: 91-374-2807450/2807461, Fax# (91)374-2801799, E-mail: nef@oilindia.in. Foreign bidder may also request Executive Director (Operations) for conference.

18.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

18.3 The prospective bidders shall submit their queries through E-mail/Fax/ Courier addressed to Executive Director (Operations), NEF Project, Oil India Ltd., Duliajan-786602, Assam, India prior to the date of pre-bid conference and such queries must reach OIL's office at Duliajan latest by 27/01/2011. OIL shall reply /clarify these queries in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

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

(M. Ali)  
Chief Manager (M&C-NEF)  
For Executive Director (Operations)

## **PART-1**

### **INSTRUCTIONS TO BIDDERS**

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

#### **A. BIDDING DOCUMENTS**

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents.
- 2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its Bid.

#### **3.0 AMENDMENT OF BIDDING DOCUMENTS :**

- 3.1 At any time prior to the deadline for submission of Bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 3.2 The Addendum will be uploaded in OIL's E-PORTAL in the C- folder under tab "Amendments to Tender Documents". Bidders shall be intimated about the amendments through E-mail/Fax/courier etc. Company may, at its discretion, extend the deadline for Bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their Bid or for any other reason.

#### **B. PREPARATION OF BIDS**

##### **4.0 LANGUAGE OF BIDS:**

The bid as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

- 5.0 DOCUMENTS COMPRISING THE BID:** The Bid submitted by the Bidder shall comprise of the following components:

**(A) TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with **Clause 9.0.**
- (ii) Bid Security (scanned copy) furnished in accordance with **Clause 10.0.**
- (iii) Statement of compliance as per **PROFORMA -II & IIa**
- (iv) List of Items to be imported without CIF values: **-Not applicable-**
- (v) All other annexure and proforma as required in the tender.

**(B) COMMERCIAL/PRICE BID:** Prices are to be quoted as per online format available in OIL's E-PORTAL.

**6.0 BID FORM:**

6.1 The Bidder shall complete the Bid Form furnished in the Bid Document.

**7.0 BID PRICE:**

- 7.1 Prices must be quoted by the Bidders online as per format available in OIL's E-Portal.
- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All taxes and duties (except service tax which will be borne by Company) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding 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 accordingly. 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:**

8.1 Bidders should quote as per Currency and payment term available in OIL's E-Portal.

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

9.1 These are listed in **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bidding documents.

**10.0 BID SECURITY:**

10.1 Pursuant to **Clause 5.0** the Bidder during online submission of bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy)

in the amount as specified in the “Covering letter”. Original bid security should reach the office of Executive Director (Operations), NEF Project, Oil India Limited, Duliajan, before Bid opening date and time, otherwise Bid will be rejected.

10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to **Sub-Clause 10.7**.

10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:

(a) A bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or a foreign bank located in India in the form provided in the Bidding Documents or another form acceptable to the Company and valid for 30 days beyond the validity of the Bids.

(b) A cashier's cheque or demand draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.

10.4 Any bid not secured in accordance with **Sub-Clause 10.1 and / or 10.3** shall be rejected by the Company as non-responsive.

10.5 Unsuccessful Bidder's bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

10.6 Successful Bidder's bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

10.7 The Bid Security may be forfeited:

(a) If any Bidder withdraws their Bid during the period of Bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

(b) If a successful Bidder fails:

- i) to sign the contract within reasonable time and within the period of Bid validity, and /or
- ii) to furnish Performance Security.

## **11.0 PERIOD OF VALIDITY OF BIDS :**

11.1 Bids shall remain **valid for 180** days after the date of bid opening prescribed by the Company.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under **Clause 10.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder

granting the request will neither be required nor permitted to modify their bid.

## **12.0 FORMAT AND SIGNING OF BID:**

12.1 Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant.

**C.**

## **13.0 SUBMISSION OF BIDS**

13.1 The bid along with all annexures and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on.....". The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of Executive Director (Operations), as indicated in Invitation For Bids:

1. The original bid security.
2. Any other document required to be submitted in original as per tender requirement.
3. Printed catalogue and Literature if called for in the NIT.

## **14.0 DEADLINE FOR SUBMISSION OF BIDS:**

14.1 Bidders will not be permitted by System to make any changes in their bid after bid has been uploaded by bidder. Bidder may however request Executive Director (Operations) for returning their bids before the due date of submission for resubmission. But no such request would be entertained once due date for submission of bids has been reached and bids are opened.

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

14.3 **EXTENSION OF BID SUBMISSION DATE** : Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

15.0 **FORMAT OF BID SUBMISSION:** Submission of Bids online at OIL's E-PORTAL. Details instructions are available in "HELP DOCUMENTATION" available in OIL's E-PORTAL. Guidelines for bid submission are also provided in the Covering letter.

15.1 The offer should contain complete specifications, details of the services and equipment/accessories offered together with other relevant literature/ catalogues of the services/equipment offered. The relevant literature includes work/services of similar nature carried out and published in conferences and journals of International repute; other than relevant literature provided by the Bidder for the services offered under the Contract. The technical details of the services offered should be catalogued properly for clarity in comprehension and understanding at the company's end thereby enabling cross-reference of various Technical details with ease. The Bid Security mentioned in **Clause 10.0** should be enclosed with the Technical Bid (scanned copy). **The price information should not be put along with Technical Bids.**

15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA-II & IIa**. This should be uploaded along with the Technical bid.

15.3 Timely online submission of the bids is the responsibility of the Bidder. Company shall not be responsible for any postal delay/ transit loss for physical submission of the documents, like bid security, tender fee etc., specifically asked for in the tender.

15.4 Cable/ Fax/E-mail/ Telephonic offers will not be accepted.

**16.0 INDIAN AGENTS:** Foreign Bidders are requested to clearly indicate in their quotation whether they have an agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are 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 in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that an agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India.

**17.0 LATE BIDS:**

17.1 Bidders are advised in their own interest to ensure that bids are uploaded in system well before the closing date and time of the bid.

## **18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 18.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.
- 18.2 No bid can be withdrawn subsequent to the deadline for submission of bids.
- 18.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

## **19.0 BID OPENING AND EVALUATION**

- 19.1 Company will open the Bids, including submission made pursuant to **Clause 18.0**, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the covering Letter. However, an authorisation letter (as per **PROFORMA -I**) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 19.2 Bid for which an acceptable notice of withdrawal has been received pursuant to **Clause 18.0** 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 properly signed and whether the bids are generally in order.
- 19.3 At bid opening, Company will announce the Bidder's names, written notifications of bid withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 19.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the **Sub-Clause 19.3**.
- 19.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one,

which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

## **20.0 OPENING OF PRICE BIDS**

20.1 Company will open the Price Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the price bid opening date in advance.

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

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

## **21.0 CONVERSION TO SINGLE CURRENCY:**

21.1 While evaluating the bids, the closing 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. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

**22.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the bidding documents.

**23.0 LOADING OF FOREIGN EXCHANGE :**

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

23.1 **EXCHANGE RATE RISK:** Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, company will not be compensating for any exchange rate fluctuations in respect of the services.

23.2 **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.

**24.0 CONTACTING THE COMPANY :**

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

24.2 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.

**D. AWARD OF CONTRACT:**

**25.0 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.

**26.0 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.

**27.0 NOTIFICATION OF AWARD:**

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

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

27.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** the company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to **Clause 10.0** hereinabove.

**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 Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

28.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

**29.0 PERFORMANCE SECURITY:**

29.1 Within 15 days of the receipt of notification of award from the Company the successful Bidder shall furnish to company the performance security for an amount specified in the Forwarding Letter and Letter of Award (LOA) issued by Company to Contractor awarding the contract, as per **PROFORMA-IIB** or in any other format acceptable to the Company and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the date of issue of LOA (Letter of Award). Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

29.2 The performance security specified above must be valid for 6 (six) months plus 3 (three) months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in **Clause 6.0, SECTION-I, PART-3** hereof . The same will be discharged by company not later than 30 days following its expiry. 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 of the contract.

29.3 The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **Clause 28.0 or 29.0** as mentioned above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

**30.0 BIDDERS' AWARENESS ON THE COMPLETE REQUIREMENT OF THE SERVICE UNDER THE CONTRACT:**

- 30.1 Bidders are advised to visit the company facility in Duliajan, Assam, India to gather information and collect requisite data required for carrying out the work as stipulated in the contract. However all expenses of the personnel including but not limited to their to and fro fares, boarding, lodging etc. to Duliajan, Assam, India shall be borne by the bidder.

**30.2 Local Conditions:**

It is imperative for each Bidder to fully inform 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 Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the contract 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 his 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.

**30.3 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 to be executed under this contract.

### **31.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION :**

31.1 In the event of the Contractor's default in timely mobilization, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of completion of mobilization as defined in **Clause 2.0, SECTION- I, PART- 3.**

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence the work within the stipulated period.

### **32.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF THE CONTRACT:**

32.1 In case there is delay in completion of Work (under Phase 1 & 3) as per the time schedule **Appendix II, Section II of Part 3** due to the reasons attributable to the Contractor (viz. due to Contractor by way of their low Work progress than expected/quality & standard of work expected etc.) the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the contract value per week or part thereof of delay subject to maximum of 7.5%.

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period.

### **33.0 CREDIT FACILITY :**

33.1 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.

### **34.0 INTEGRITY PACT :**

34.1 The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure-I, PART-4** 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 technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

34.2 OIL has appointed Shri N. Gopaldaswami, Ex-CEC and Shri R. C. Agarwal, IPS(Retd) as Independent Monitors(IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to the IFB.

**35.0 MOBILISATION ADVANCE PAYMENT: -Not Applicable-**

**END OF PART – 1**

**PART-2**

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

**I. BID REJECTION CRITERIA (BRC) :**

The bid shall conform generally to the scope of work and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work. Notwithstanding the general conformity of the bids to the stipulated terms of reference, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

**A. TECHNICAL EXPERIENCE:**

1.1.1 Bidder must be an oil and gas consultancy firm with experience in providing well engineering and supervision during execution phase in vertical & directional exploratory wells drilled successfully in last five years in Logistically Difficult Hilly terrain, Geologically complex (Fold/thrust Belt) with high sub-surface dip, remote areas. The bidders must meet the following conditions of experience:

- i) They must have completed at least two (02) consulting projects in last five years involving well engineering and well-site supervision during execution phase to reputed E&P operators. Additional Experience in Heli Rig operated well operations is preferable.
- ii) They must have personnel experienced in vertical & directional wells in geologically complex and logistically difficult remote area operations both for well engineering and well -site supervision. Additional Experience in Heli Rig operated well operations is preferable.
- iii) They must have requisite QHSE policy and QMS in place which should meet or exceed established international oil & gas industry standards.

**The above experience period shall be counted from the Bid Closing date of the tender.**

1.1.2 In support of the experience, the bidder must furnish documentary evidences. The bidder must furnish the names and addresses of the clients along with details of projects / wells in the bid.

1.2 The Bidder must deploy at least minimum manpower during the different phases having the qualification & experience as mentioned under

“Experience Criteria for Personnel” under “Terms of Reference/Scope of work”.

1.2.1 The names of the team members with their bio-data (refer Appendix-III) must accompany the bid.

1.2.2 Bidder has to submit documentary evidences towards experience of the deputed experts with references to vertical & directional wells in logistically difficult and geologically complex areas/Projects and contract details.

1.3 The bidder must confirm availability of state-of-the-art software for carrying out well engineering and design. The bidder must specify the technical details and capabilities of the software proposed to be used.

1.4 The bidder must confirm to involve OIL’s personnel during the Well Engineering and Design Phase and to provide free on the job training on well engineering and design to OIL’s personnel using the proposed software.

## **B. COMMERCIAL – BID SUBMISSION**

1.0 This Tender is being processed under online single stage two bid E-Tendering system, through OIL’s E-Procurement portal.

1.1 The bidder has to submit both the “Technical” and “Commercial” bid through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Commercial bid as per the Online Commercial Bid format.

1.2 In Technical Bid opening, only Collaboration Folder (C folder) will be opened. Therefore, the bidder should ensure that Technical bid is uploaded in the C-folder link (collaboration link) under Un-priced Bid Tab Page only. No price should be given in above C folder, otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.

1.3 Price should be maintained in the “online price schedule” only. The price quoted in the “online price schedule” will only be considered.

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

3.0 Bid security in original must reach the office of Executive Director (Operations), NEF Project, Oil India Limited, Duliajan, Assam, India, PIN Code-786602, before the Bid opening date & time, otherwise, bid will be rejected. The amount of bid security shall be as specified in the bid document. Scanned copy of this document should also be submitted/ uploaded online along with the unpriced bid document.

- 4.0 Bids received after bid closing date and time will be rejected.
- 5.0 The bid documents are not transferable. Offers made by bidders who have not been issued the bid document by the company will be rejected.
- 6.0 Bidder shall quote directly and not through their agents in India. Offers made by Indian agents on behalf of their foreign principals will be rejected.
- 7.0 The bid 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.
- 8.0 Contractor shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-contractor's personnel, arising out of execution of the contract.
- 9.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 10.0 Any bid containing false statement will be rejected.
- 11.0 The Integrity Pact proforma has to be returned by the bidder (along with the Technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway.
- 12.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bid proforma of bidding document; otherwise the bid will be liable for rejection.
- 13.0 Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer will be rejected –
- (i) Performance Guarantee Bond Clause
  - (ii) Force Majeure Clause
  - (iii) Tax Liabilities Clause
  - (iv) Arbitration Clause
  - (v) Acceptance of Jurisdiction and Applicable Law
  - (vi) Liquidated damage clause
  - (vii) Termination Clause

## **C. GENERAL**

1.0 **Proforma-II & II a - The compliance statement should be digitally signed and uploaded along with unpriced bid.** In case bidder takes exception to any clause of tender 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.

2.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

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

4.0 Any exception/deviation to tender must be spelt out by bidder in their 'Technical Bid' only. Any additional information/terms/conditions furnished in 'Commercial (Priced) Bid' will not be considered by OIL for evaluation/ award of Contract.

## **II. BID EVALUATION CRITERIA (BEC)**

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

2.0 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.

3.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

4.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated as under taking into account the rates quoted in the **Price Bid Format** vide **Section III of Part-3**

Total evaluated cost for comparison purpose will be evaluated as given below:

**TOTAL EVALUATED COST = I+J**

Where,

**I = Total Cost for Well Engineering (Phase 1)**

**J = Total cost for Well Site Supervision and Closeout  
(Phase 2 & 3)**

**End of Part-2**

**PART- 3**  
**SECTION - I**

**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS**

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

- (a) "Contract" means agreement to be entered into between Company and Contractor, as recorded in the contract signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "Contract Price" means the price payable to Contractor under the contract for the full and proper performance of their contractual obligations;
- (c) "Work" means each and every activity required for the successful performance of the services described in **Part-3, Section-II**, the Terms of Reference.
- (d) "Company" means Oil India Limited (OIL), its co-ventures, contractors and subcontractors;
- (e) "Contractor" means the individual or firm or Body incorporated providing the services under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by Contractor to provide services as per contract.
- (g) "Company's Personnel" mean the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this contract). The representatives of OIL are also included in the Company's personnel.

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

2.1 **EFFECTIVE DATE OF CONTRACT** ; The contract shall become effective as of the date Company notifies Contractor in writing that it has been awarded the contract. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the contract.

2.2 **MOBILISATION TIME** : The date when Contractor's personnel arrive at Duliajan, Assam, India for data gathering shall be treated as the date of mobilization. Contractor must mobilize their personnel at Duliajan, Assam, India within 15 days from the Effective Date of the contract.

2.3 **DURATION OF CONTRACT:** The duration of the Contract shall be 30 (Thirty) months from the Date of Letter of Award (LOA) or till the completion of 03 (three) wells and end of closeout phase whichever is earlier. However, if completion of a well at the end of the contract period is under progress, the Company has the option of extending the contract period till completion of the said well with the same rate, terms & conditions of the contract. The contract may be extended for additional wells, if required, in the same area at negotiable rate, terms & conditions at the discretion of OIL.

2.4 The completion time may be extended by Company at its sole discretion on request from the Contractor.

3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall in accordance with and subject to the terms and conditions of the Contract:

3.1 Perform the work described in the Terms of Reference (**Part-3, Section - II**) in most economic and cost effective way.

3.2 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.

3.3 Contractor shall be deemed to have satisfied themselves before submitting their offer as to the correctness and sufficiency of their offer for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all their obligations under the contract.

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

3.5 Except as otherwise provided in the Terms of Reference provide all the personnel required for performing the work.

4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of the contract:

4.1 Pay Contractor for the services actually rendered by them under the contract.

4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations of Company required by the terms of the contract.

## 5.0 **CONTRACTOR'S PERSONNEL**

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel, as indicated in Appendix-1 to perform the Work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request regarding poor performance and deficiency, Contractor, entirely at their own expense, shall remove within 10 days, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan /Aizawl, enroute expenses, lodging & boarding at Duliajan /Aizawl etc.

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

## 6.0 **WARRANTY AND REMEDY OF DEFECTS**

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field 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.

6.2 Should Company discover at any time during the tenure of the Contract or within 06 (six) months 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, 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.

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

7.1 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/data related to the Consultancy study 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 so far, as may be necessary for purposes of such performance.

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

7.3 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.

8.0 **TAXES:**

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

8.2 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

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

8.4 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 by them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.5 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.

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

8.7 Corporate and personal taxes on Contractor shall be the liability of the contractor and the Company shall not assume any responsibility on this account.

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

8.9 **Service Tax:** The price excludes Services Tax. Service Tax as applicable shall be to Company's account.

9.0 **INSURANCE:**

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

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under the contract.
- d) Contractor's equipment provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit (as per international standards/ as per Indian industry practices).
- e) 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.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request, if any, in which case additional cost shall be to Contractor's account.

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

9.5 Contractor shall furnish to Company prior to commencement date, certificates of all their insurance policies covering the risks mentioned above.

9.6 If any of the above policies expire or are cancelled during the term of the 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 by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

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

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

10.0 **CHANGES:**

10.1 During the performance of the work, Company may make a change in the work within the general scope of the Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be effected by written Order by the Company (Change Order).

10.2 If any change results in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (**Part - 3, Section -III**). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Changed Order, Contractor shall nevertheless perform the Work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the Work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE**

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation 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 act of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of the kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders the performance of the contract by the said party impossible.

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

11.3 Should 'Force Majeure' condition as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply unless otherwise agreed to.

12.0 **TERMINATION:**

12.1 This contract shall terminate:

(a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of Company.

OR

(b) For Force Majeure reasons as per clause 11.0 and its sub-clauses above.

OR

(c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the Company.

OR

(d) Under any circumstances considered to be not suitable by Company to continue the operations of the Contract.

OR

(e) In the event of liquidation / bankruptcy / insolvency of the Contractor.

12.2 In the event of termination of contract under Clause 12.1(d) above, Company will issue 15 days prior written 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 demobilise their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination.

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

13.0 **APPLICABLE LAW**

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

13.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract.

14.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:** All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Delhi, India. The award made in pursuance thereof shall be binding on the parties.

15.0 **NOTICES:**

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

**(A) Company**

EXECUTIVE DIRECTOR (OPERATIONS)  
NEF Project,  
OIL INDIA LIMITED  
Duliajan - 786602  
Assam, INDIA.  
E-mail: [nef@oilindia.in](mailto:nef@oilindia.in)  
Fax No:0091374-2801799

**(B) Contractor**

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

\_\_\_\_\_

Contact Person:

Fax:

Phone:

E-mail:

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

16.0 **SUB-CONTRACTING:** Contractor shall not subcontract or assign, in whole or in part, their obligations to perform under the contract, except with Company's prior written consent.

17.0 **MISCELLANEOUS PROVISIONS:**

17.1 (a) 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.

(b) 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.

17.2 Key personnel can not be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or except during the period of leave/ training of personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.

18.0 **PERFORMANCE SECURITY:** The Contractor has furnished Performance Bank Guarantee \_\_\_\_\_ (being 7.1/2% of the estimated Contract value) in the form of Bank guarantee (No. \_\_\_\_\_ dated \_\_\_\_\_) issued by \_\_\_\_\_. The Performance Bank Guarantee is valid upto \_\_\_\_\_ to cover the duration of contract including warranty obligations indicated in Para 6 of **Section - I** hereof. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the Contractor shall suitably extend the validity of the bank guarantee. Company will discharge the bank guarantee not later than 30 days following its expiry.

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

19.1 In the event of the Contractor's default in timely mobilization, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of completion of mobilization as defined in **Clause 2.0, SECTION- I, PART-3.**

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence the work within the stipulated period.

20.0 **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF CONTRACT:**

20.1 In case there is delay in completion of Work (under Phase 1 & 3) as per the time schedule **Appendix - II, Section-II, Part-3** due to the reasons attributable to the Contractor (viz. due to Contractor by way of their low Work progress than expected/quality & standard of work expected etc.) the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the contract value per week or part thereof of delay subject to maximum of 7.5%.

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period.

21.0 **CONTRACT PRICE:** The Contract Price must remain firm during performance of the Contract and is not subject to variation on any account.

## 22.0 **LIABILITY**

22.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

22.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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 subcontractors 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 subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.

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

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

22.5 Except as otherwise expressly provided, neither Contractor nor their servants, agents, nominees, Contractors or subcontractors 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 its Contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

22.6 Neither Contractor nor their servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its Contractors or subcontractors irrespective of how such injury,

illness or death is caused and even if caused by the negligence of Contractor and/or their servants, agents, nominees, assignees, Contractors and subcontractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

22.7 The Company hereby 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 subcontractors for loss or damage to the equipment of Company and/or its Contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

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

22.9 Notwithstanding anything contained elsewhere in the Contract to the contrary, the Company shall save, indemnify, defend and hold harmless the Contractor, its Contractors or subcontractors and its and their servants, agents, nominees from and against all liabilities, claims, proceedings, damages, losses, costs and expenses (including legal fees) in respect of:

- (a) Loss of or damage to any well or bore-hole;
- (b) Blow-out, fire, explosion, cratering or any other uncontrolled well condition (including the costs to control a wild well and the removal of debris);
- (c) Damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom; and
- (d) Pollution of any nature, including gradual seepage, discharge, dispersal or release of oil, gas or other petroleum derivatives or substances (including oil refuse or oil mixed with waste), smoke, vapour, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into land, atmosphere or any water course, howsoever caused emanating from the reservoir and/or from any equipment or property of Company, its coventurers, Contractors or subcontractors. arising from, relating to or in connection with the performance or non-performance of this Contract, without regard to cause or causes, including, without limitation, the fault or negligence (whether sole, concurrent, active, passive or otherwise) of the indemnified parties.

23.0 **CONSEQUENTIAL DAMAGE:** Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage

was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

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

25.0 **PAYMENT & INVOICING PROCEDURE**

25.1 Company shall pay to 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 this Contract.

25.2 Payments due by Company to Contractor shall be made at Contractor's designated Bank. All Bank charges will be to Contractor's account.

25.3 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.

25.4 Contractor shall submit six sets of all invoices to Company for processing of payment.

25.5 Contractor shall raise invoices as mentioned in **Section-III, Part-3**, under Schedule of Rates for the job done, which is certified by the Company's representatives.

25.6 Payment of invoice, if undisputed, shall be made within 30 days of its receipt at Company's address.

25.7 The Company shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 30 days. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Para 24.3 above.

25.8 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

25.9 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query /objection.

25.10 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

26.0 **RATE OF PAYMENT**: Company shall make payment to the Contractor as per the agreed rates referred to Price Schedule. These rates include all taxes, duties and other levies payable by Contractor under the Contract.

27.0 **WITH-HOLDING**

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

- (a) For non-completion of assigned jobs.
- (b) Contractor's indebtedness arising out of execution of the Contract.
- (c) Sub-standard work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
- (f) Damage to another contractor of Company.
- (g) All claims against Contractor for damages & injuries, and/or for non-payment of bills etc.
- (h) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fails to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

**28.0 SET OFF:**

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

**29.0 CHANGE IN LAW:**

In the event of any change or amendment of any Act or law, Rules or Regulations of Govt. of India or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Indian Govt. or public body which becomes effective after the date as advised by the COMPANY for submission of final price bid for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the COMPANY subject to the production of documentary proof to the satisfaction of the COMPANY to the extent which is attributable to such change or amendment as mentioned above.

Similarly, if any change or amendment of any Act or Law including Indian Income Tax Act, Rules or regulations of any Govt. or public body or any change in the interpretation or enforcement of any said Act or Law, rules or regulations by Indian Govt. or public body becomes effective after the date as advised by the COMPANY for submission of final price bid of this CONTRACT and which results in any decrease in the cost of the project through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the COMPANY.

Notwithstanding the above mentioned provisions, the COMPANY shall not bear any liability in respect of (I) Personnel taxes on the employees of CONTRACTOR and the employees of all its sub-contractors etc. (ii) Corporate taxes in respect of the CONTRACTOR and its subcontractors etc.

*30.0 Save to the extent of Contractor's indemnification obligations under clause 22, and notwithstanding any other provision of this Contract to the contrary, the Contractor's cumulative and maximum aggregate liability arising from or related to the performance or non performance of this Contract, whether so arising by virtue of the Contractor's breach of contract, negligence, strict liability or otherwise at law, shall be limited to the Contract Price. The Company shall be*



## **PART- 3**

### **SECTION – II**

#### **TERMS OF REFERENCE/SCOPE OF WORK**

##### **Well Engineering & Well Site Supervision Services**

#### **I. OBJECTIVE**

1.1 The Block: MZ-ONN-2004/1 of 3213 Sq Km area in Mizoram, India has been awarded by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India, under its New Exploration Licensing Policy (NELP) in the VI round of bidding, to the consortium of Oil India Limited (OIL), A Govt. of India Enterprise ( Operator) & M/s Shiv-Vani Oil & Gas Exploration Services Ltd as the partner for the Block, for carrying out extensive & expeditious exploration for Petroleum & Natural Gas in the region. As per committed Minimum Work Program (MWP) along with other activities, the consortium needs to drill 05 (Five) exploratory wells within Phase-I.

1.2 The Contractor shall be responsible for **Well Engineering & Design and Supervision of drilling, completion & testing** of three (3) wells (depth range 4000 m+) during execution phase under the scope of this tender. The contractor shall provide technical services in Well Engineering & Designing and Well Site Supervision through - competent personnel; establish processes; and provide appropriate hardware and software packages as described under each category.

1.3 Drilling operation is expected to commence in the 1<sup>st</sup> quarter, 2012. The wells are planned as vertical /deviated wells, to be drilled to total true vertical depths of approximately 4000m+ (below rotary table) and are planned to be flow tested. The Bottom Hole Pressure is expected to be near hydrostatic. However, encountering high pressure can not be ruled out at a deeper depth. Static Bottom Hole Temperature is expected to be around 80 to 100 degree Celsius at around 3500m+. Each well is anticipated to take about 90 days to drill and 60 days to test.

#### **II. WORK DONE AND DATA AVAILABILITY**

So far OIL has carried out the following physical activities in the Block for which data are available at Duliajan.

- ▣ Structural Modeling (Sub-surface study).
- ▣ Acquired around 1138.15 GLKM of 2D seismic.
- ▣ To ascertain the geochemical anomaly, carried out Amplified Geochemical Survey primarily in the northern part of the block using WL Gore Amplified Geochemical Techniques for 781 nos. of samples.

- ▣ Carried out detail Geological mapping on Seling, Aiwak and Tuazhawl anticlines.
- ▣ Gravity-Magnetic & Geodetic survey work are in progress and so far around 1844 points of Gravity & Magnetic and 1869 Geodetic points have been covered.
- ▣ Pre-drilling EIA study completed.
- ▣ Presently, IIT Roorkee is carrying out “Structural Restoration & Cross Section Balancing of Aibawk, Seling & Tuazhawl anticlines and its adjoining areas.
- ▣ Carried out integrated interpretation of 762.40 GLKM of processed 2-D seismic data by M/s Fugro Robertson Limited (FRL), UK which later on was reviewed by Mr. W. Norman Kent. The integrated interpretation resulted in identification of few drillable prospects and leads.

### **III. SCOPE OF WORK**

The Contractor shall carry out the following as part of the Well Engineering and Well Supervision Services in Three Phases as per internationally accepted standard practices to support OIL in the drilling campaign to drill initially three (03) wells in the Block: MZ-ONN-2004/1, which may be extended to another two (2) wells at the discretion of OIL .

- Phase 1 : Well Engineering from Concept to Completion.
- Phase 2 : Well - Site Supervision and Monitoring Services during execution (drilling, completion and testing)
- Phase 3 : Closeout

The Company expect to adherence of bidders to the tentative time schedule as given in Appendix-II.

#### **A. Phase 1: Well Engineering from Concept to Completion**

Phase-1 will consist of two parts:-

##### **Phase 1A: Conceptual Well Design (drilling and testing) and preparation of tender documents (materials and services)**

The Contractor has to carry out the following during **Phase1A**:

- Review of offset well data from adjacent block (to be supplied by OIL)
- Surface/sub-surface geological information including the structural/geomorphologic etc. information of the area (to be supplied by OIL)
- Drilling risk assessment.
- Casing Points Selection
- Casing & Tubing Design
- Completion/evaluation considerations & hole geometry selection

- Well head & X-mass tree selection
- Well programme, mud programme, cementing plan, bit selection etc.
- Drilling Rig Specification, Manpower requirement and selection criteria viz. qualification, experience etc. including Supervisory Services to be provided.
- Well/Project Schedule
- Operations Team Set-up (Manpower Requirements)
- Well/Project cost model & estimate
- Optimized logistics solution with cost – benefit analysis
- Procurement Strategy including selection of experienced & suitable vendors for procurement of materials and services
- Tubular Design Specification & Selection
- Rig Selection & Acceptance Criteria and Procedure.
- Associated Contract Services, Specification & Selection Criteria
- Preparation of Technical Bid & Tech Bid Evaluation Criteria and Procedure. (Commercial and legal part of the tender will be as per OIL's norm).
- Associated Services, Manpower requirement and selection criteria viz. qualification, experience etc. including Supervisory Services to be provided

The Well Design and Material / Services specifications document will be generated by Contractor for review/approval of Operator (OIL).

**NOTE:** Contractor shall provide the conceptual well design & all tender documents within **60 days** from the date of LOA. OIL will approve the conceptual well design within **fifteen (15) days** from the date of submission of the conceptual design. **(Refer to Bar Chart at the end of Time Schedule vide Appendix-II).**

**Phase 1B: Detailed Well Design, Drilling and Testing programs / procedures, Tender evaluations & Contract finalization for all materials & services and AFE.**

The Contractor has to carry out the following during **Phase1B:**

- Well Path Design
- Prepare deviation plans, if required as per well placement requirement of operator
- Selection of optimum trajectory for the holes in respect to well surface location and the target reservoir level
- QHSES Compliance
- Drilling & Completion Fluid
- Cement selection and Design
- Bit Programme, Drill String Design and Hydraulics Optimization
- Detailed operational steps, BHA and parameters to be followed in each phase.
- Phase wise Planned Drilling Time Log for the wells.
- Evaluation Programme Strategy & Design

- Wire line logging requirement at various stages including LWD requirement.
- Well test design/plan
- Coring Programme and core analysis.
- Drilling, Completion & Testing Programmes
- Selection of Services and Materials
- HAZID/HAZOP & QRA
- Preparation of Bridging Documents related to HSE
- Safety Programmes
- Well control programme and procedures based on the known well pressure profile
- Contingency Programmes and procedures
- Well suspension/abandonment programme
- One page drilling montage (should include all the relevant well information)
- Risk Matrix
- Tender Evaluation for Rig & associated services and recommendations
- Tender Evaluation for all 3rd party services and recommendations
- Tender Evaluation for all materials and recommendations
- AFE Preparation including agreed contingency fund

The Well Design and Well program documents will be generated by Contractor for review/approval of Operator (OIL). The contractor will also assist the Operator in Tender Evaluations for all services and materials.

Contractor is required to identify specific requirement for drilling & testing operations in logistically difficult hilly terrain and geologically complex fold/thrust belt areas. After completion of the detailed Well Design, Programs and Procedures, contractor shall submit the same to operator for review and approval. Contractor shall make best efforts to generate a cost model for the operations accurate to within 25 %.

**NOTE: (Refer to Bar Chart at the end of Time Schedule)**

1) The contractor will submit the draft detailed well design and well program to the company within **120 days** from the date of approval of the conceptual design by OIL.

2) The company will review and approve the detailed well design and program within **10 working days** with its recommendations, if any.

3) The final well design and well program with mutually agreed changes, if any, will be submitted by the contractor to OIL within **10 days** from the date of final view/recommendations by OIL and final approval will be given by OIL within **8 days** from submission of final report and the same will be signed by both the parties.

4) Evaluation of Tenders for Integrated Drilling Services/individual tenders and procurement of materials to be completed within **30 days** from the bid closing date of the tenders.

5) Final soft copy of well design files in Wellcat or equivalent software and documentation shall be furnished to OIL for future use.

6) There will be a gap of 3/4 weeks between Finalisation of tenders for Service Provider and pre-bid conference to be held at Kolkata. Well engineering personnel should be present during above pre-bid conference. Further, there will be another gap of 3/4 weeks between pre-bid conference and Evaluation of the Tender.

7) Further, there will be a gap of 4/5 months between Phase 1 and Phase 2 on account of mobilization time for rig, services and materials.

### **A.1 EQUIPMENT**

The Phase 1 work may be carried out partly at Operator's base at Duliajan, Assam/Aizawl, Mizoram, India and partly at Contractor's base, for cost-effective performance of the contract. OIL shall provide office space at Duliajan, Assam, India for Phase-1 work. The required hardware and software are to be brought by the contractor and OIL shall provide the office space and the basic office infrastructure while working in India under the contract.

### **A.2 PERSONNEL**

The Consulting Firm should provide qualified engineering team for the services mentioned in A. The minimum personnel of the team shall consist of:

- One Project Advisor (focal point-of-contact for this contract)
- One Sr. Drilling Engineer
- One Geologist

In case of requirement of additional manpower to complete the work within the Time Frame as indicated in Time Schedule (**Appendix-II**), the bidder should quote specifically for the same highlighting their scope of work, experience, responsibility etc.

**Phase 1** will commence Ten /Eleven months prior to spud of first well. However, the team should be available for advice / reply of queries before the commencement of actual drilling operations and during drilling, production & completion operations. This team will act as International Operations Support as and when required by operations team for safe and efficient execution of operations. During drilling, due to any complications/ sub surface problems, if the accepted design needs any major changes, the well engineering team should carry out the redesign at additional cost to OIL with approved scope of work.

All members of the Engineering Team should be fluent in English. The CVs of Engineering Team must be provided with the bid.

### **A.3 DELIVERABLES**

- i. Multi-string interaction and wellhead movement analysis for given casing design.
- II. Engineering design for re-entry, completion and production of the exploration wells to eliminate casing failure during long term production.
- III. Tubular, tubular connections, surface equipment and down hole equipment & tools specifications and recommendations.
- IV. Cement program and heights between tubulars required to prevent tubular failure.
- V. Drilling fluid type and density during various phases of drilling operations.
- VI. Completion fluid type and density during various phases of completion operations.
- VII. Detailed list of all assumptions or data utilized in determining the final design.
- VIII. Service life analysis.
- IX. Drilling, Testing & Completion Programs and Procedures.
- X. Contingency plan, procedures and programme.
- XI. Final soft copy of well design files in Wellcat or equivalent software and documentation furnished to OIL for future use.
- XII. Estimated cost of the wells based on well engineering.
- XIII. Tender Documents (Techno-commercial part) for Rig, Services and Materials.
- XIV. Tender Evaluation and Recommendations for Rig, Services and Materials.

### **B. Phase 2: Well -Site Supervision and Monitoring Services during execution**

The tentative commencement date for the Operations Phase is 1<sup>st</sup> Quarter, 2012. The tentative commencement date for the Operations Phase shall be intimated 30 days in advance by Company and actual commencement date shall be intimated 07 days before commencement of operation.

#### **B.1 SERVICE REQUIREMENTS**

The Contractor shall be responsible for the supervision, coordination, execution and evaluation of the drilling and testing operations according to the drilling programs and in consultation with OIL's representative. The Contractor should provide 24 hours supervision at the well site throughout the drilling phase and completion / testing period of the wells. The Contractor would ensure that the job be executed as per approved drilling/testing program, in an effective and safe manner without any harm to equipment, personnel or the environment. The Contractor should supervise the operations at the well-site by having competent Well Site Supervisors (WSS). The WSS will give written instructions and the sequence of operations to the Company Representative/"Rig Contractor's Drilling Superintendent/Toolpusher" and to all relevant service providers present on the rig and will supervise to ensure that the instruction are being followed as per the advice.

## **QHSE**

- Ensure Health, Safety and Environment policies, standards and procedures of Operator and all statutory procedures are implemented at the rig-site.
- Ensure that safety meetings are held on the rig for the entire well-site team.
- Ensure that the Emergency Response Plans are in place and understood by all at the rig site.

## **PLANNING AND COORDINATION**

- Forecast and plan all requirements as per the drilling program (equipment, personnel, supplies, and services).
- Ensures material requests are issued in a timely manner to avoid disruption of operation.
- Prepare standard equipment list in a timely manner for each phase of the well.
- Plan, Schedule and call-out other services required for drilling and completing the well.
- Preparation of weekly plan in consultation with Operator's Company Man, drilling engineering team and service provider representatives.
- In the event of any problem on the well or delays in operations, directly provide solution after consultation with the well engineering team.
- Coordinate the drilling program operations with the Rig Services representative and other services to ensure compliance with work programs, project procedure and contract requirements.
- Responsible to ensure proper well control procedures are in place and to prepare bridging documents as and when required.

## **COMMUNICATION**

- To be the focal point for all the project participants on site and responsible for coordinating with Operator representatives.
- Report on a daily basis and as required with the well engineering team of the contractor.
- Prepare and communicate the daily drilling report (DDR).
- Document within 24 hours any incidents or failures.

## **PERFORMANCE & COST MONITORING**

- Evaluate results versus goals and performance of service companies.
- Record daily well cost.
- Control and maintain an inventory of well material and well consumables transferred to and from rig.
- Monitor the non-productive time and technical performance of the rig.
- Suggest to engineering any needs for corrective actions in operations to assure a process of continuous improvement.

- Compile all reports including but not limited to IADC reports, pressure test charts, daily drilling/testing reports, casing tallies, tubing tallies as End of Well Reports to be handed over to the Operator.
- The team will monitor the daily well progress and advise necessary changes/ deviations to be made from the well design and well program during the course of execution.
- To review and advise changes, if any, to be incorporated in the well design and well program for the next successive wells to be drilled after completion of the 1st well under the contract.

## **B.2 EQUIPMENT**

Operator shall provide office and lodging facilities at the rig site free of charge for Well Site Supervisors. The offices shall be furnished and equipped with proper office infrastructure and communication facilities. For Operations Manager, office and office infrastructure facilities will be provided at the OIL's Project Office at Aizwal, Mizoram, India free of charge. Lodging for Operation Managers at Aizwal, Mizoram will have to be arranged by contractors at their cost.

## **B.3 PERSONNEL**

The Consulting Firm should provide qualified operations team for the services mentioned in B. The minimum personnel of the team shall consist of:

- One Operations Manager (at Project Base Office)
- One Operation Supervisor (for rig)
- One Completion and Well Test Engineer (for rig during testing)

In addition, the operations team should be adequately supported (remotely) by Well Engineering Team & Project Manager at all times. The Operations Manager will be on-site **15 days** prior to spud date for the first well. Remaining Team will be on site 7 days prior to spud date for the first well.

The number of personnel may be increased, if felt required, for well site supervision and monitoring during execution. In such case, the bidder should quote specifically for the same highlighting their scope of work, the position and responsibilities of each additional personnel including his educational qualification, experience, etc. **Also, during actual drilling operations, both Consultants and Operators would review the actual requirement and would optimise the manpower accordingly. Payment would be done on actual deployment basis.**

OIL will provide one Sr. drilling engineer, one well site Geologist, one mud chemist at well site throughout operation phase round the clock. Also, one Production engineer will be provided by OIL during testing phase. Moreover, Logistic person will be provided by OIL (acquired from integrated drilling service provider).

## **RESPONSIBILITIES OF OPERATIONS MANAGER**

The Operations Manager shall be responsible for successful project management in timely manner as per drilling/testing program. The responsibilities of the Operations Manager shall include but not limited to the following:

- Responsible for overall Drilling, Completion & Testing Operations of the wells.
- Responsible for day to day liaisoning with OIL
- Responsible for execution of all drilling activities at site as per drilling programme.
- Responsible for implementation of HSE policies and statutory regulations.
- Responsible for solving drilling, completion and testing operational problems. Shall be available at site during critical operations, as and when required, as per the advice of OIL.
- Responsible for co-ordination with all service providers at site and with OIL.
- To co-ordinate with Company Representative for selection of casing landing points and matters related to well engineering.
- Responsible for timely mobilization, demobilization of services as per well requirements. Also responsible for Inter Location Movement and crew change for all third party service providers.
- Responsible to generate daily reports and to submit to OIL regularly on 24 x 7 basis with forward plan.
- Responsible for preparation and submission to OIL all closeout documentation.
- Shall hold discussion with OIL's base in-charge every day in the morning on well related matters.
- Responsible for the crew movement.

## **RESPONSIBILITIES OF WELL SITE OPERATION SUPERVISORS**

- Provide continuous 24 hours supervision for all the operations at the well site to ensure quality, HSE and timely completion of all well operations.
- Supervise and ensure that all well operations are carried as per the drilling programme and inform OIL representative if any deviation is observed.
- Responsible for placement of rig equipment and rig up.
- Responsible for supervising implementation of all safety standards at well site.
- Responsible to ensure availability of all well Equipment (e.g. casing handling equipment, drilling jars, MWD etc), Well Materials (e.g. casings, liner hangers, wellheads, packers etc), and Well Consumables (e.g. bits, mud additives, cement additives etc), but not limited to the above, so that the well operations do not suffer.

- To suggest company representative on issues related to day to day well operations based on the approved drilling program and amendments as required.
- Responsible for implementation of Emergency Response Plan as per bridging documents.
- Ensure all shallow tests on Motors, MWDs & LWDs are carried prior to running in hole and after pull-out-of-hole.
- Ensure that correct Directional BHAs are run in as per well programme.
- Implement well survey programs as per plan.
- Responsible to implement as required all pressure tests (e.g. BOP, Casings / tubing, High Pressure lines, Wellheads, X-mas Trees) as per the drilling program
- Responsible to supervise and advice OIL on implementation of all required drills (H2S, BOP, Fire etc.) at the well-site.
- Responsible to verify drilling fluids are mixed as per the mud program and required solids control equipment are operated at each phase of the well.
- Responsible to ensure required minimum stock of mud chemicals and cement is always maintained at the rig-site.
- Responsible to ensure flow checks, FITs, LOTs are conducted as required by the drilling program.
- Supervise all casing, liner and tubing running operations and ensure they are executed as per the drilling program.
- Perform independently all cementing calculations and cross-check with cementing service provider to avoid discrepancies and supervises all cementing operations.
- Preparation of detailed Daily Operations Report in a format approved by OIL.
- Supervise all well logging operations (wireline/slickline).
- Supervise all well completion running and flow testing operation.
- Supervise and ensure safe and efficient rig move.

### **RESPONSIBILITIES OF COMPLETION & WELL TEST ENGINEER**

- Ensure Well Completions & Testing operations are conducted as per approved well test program for each well/zone.
- Provide continuous 24 hours supervision for all the operations at the well site during well completion & testing stages to ensure quality, safety and timely completion of well testing operations.
- Responsible for checking on site / at service company warehouse, all Well Completion Equipment, Perforating Systems, Surface Testing Equipment, DST tools and Materials before use / Run in Hole.
- Ensure all tests on completion equipment and testing tools are carried out as per testing program prior to running in hole and properly checked upon pull-out-of-hole.
- Responsible to implement/witness all pressure tests for testing / completion equipment related to well completion & testing as per the testing program.

- Supervise Packer setting and other well completions running operations and ensure they are executed as per the testing program.
- Supervise well test flow / shut-in operations to ensure sequence and durations are followed as per testing program and real-time modification as approved.
- Coordinate with Operator's on-site Geologist and Production Engineer for all well completion & testing operations.
- Assist Drilling Supervisors during well killing and well control situations if any.
- Ensure surface testing set-up (choke manifold / flow lines / separators etc) are properly / safely configured for high pressure flow and accurate measurement of rates / pressures / temperatures.
- Supervise and ensure safe operations during all times

Contractor is required to provide Operator with qualified, experienced and competent Operations Manager, Operation Supervisor and one Well Completion & Testing Engineer. The Operations Manager shall be available at Project Base at Aizwal, Mizoram, India. These personnel have to maintain 24 hrs of supervision of operations on rig. The Completion & Testing Engineer shall be available on 24 hrs basis during well completion & testing operation phase.

The personnel should be made available at site well ahead of the expected spud-in of the first well (date of mobilization of the personnel will be communicated separately in due time) and throughout the period of the contract once the rig is mobilized and accepted by Operator to a period the rig is released after completion of the third well or if the contract is terminated, whichever is earlier. Well Site Supervisors are required to report on a 24 x 7 basis for all activities at the well-site. **Working cycle for the personnel deployed during supervision should be minimum 30 days on 30 days off (including travel time).**

Operations Manager/Well Site Operations Supervisors/Completion & Well Test Engineers should be fluent in English. The CVs of Operations Manager, Well Site Supervisors, Drilling Engineer and Geologist must be provided along-with the bid clearly stating all their HSE and industry training, years of experience etc.

During the period of contract, the contractor should not change the experts engaged for the project except for any reason excepting those which are beyond the reasonable control of the contractor. If the deputed expert is not available then the expert will be replaced by another expert with similar experience/ skill set after approval of COMPANY without any loss of time and cost.

### **C. PHASE 3: Closeout**

The Closeout Phase shall comprise the detailed documentation of operations conducted and the final status of the drilled wells. On completion of operations a full set of well reports, together with a lessons learnt database, will be generated for future reference. A post well operations review to include the following:

- General Well Data
- End of well reports
- Lessons Learnt
- Brief Summary of Operations
- Comparison of planned v/s actual time as per DTL log. Rig efficiency analysis.
- Casing and tubing tallies
- Lost time analysis
- Cost reconciliation report including summary by section, AFE vs actual analysis, variance explanation, cost reduction recommendations
- LOTs (if any conducted) and pressure testing of all casing and tubing
- Bit Records and drilling BHAs
- Mud Recap
- Cementing Reports
- Well Complications and equipment failures

These Reports will be submitted to Company in hardcopy as well as digital format for each drilled well. In addition, the Closeout Phase will include close out of contracts in accordance with mutually agreed processes. The commercial close out will include legal and financial reconciliations. Operator shall be the sole proprietor of all the data generated at the wells and it should handed over to OIL in proper format and completeness.

### **C.1 DELIVERABLES**

- I. Well Completion report & Lessons learned after each well. Fishing report (if any), cost reconciliation report for each well.
- II. Well Test Interpretation Reports.
- III. All daily reports viz. daily drilling report, daily geological report. After completion of each report, the Consultant shall submit a draft of the same to COMPANY for review and comments. The contractor shall submit the final report of the same incorporating Company's comments.
- IV. Daily cost of the wells.
- V. All reports should be made available in English language only.

### **C.2 TIME SCHEDULE**

End of well report should be submitted within 30 days of completion of each well. All reports as mentioned in deliverables should be submitted within 30 days of completion of each well.

The time schedule referred above is inclusive of Sundays, National holidays, experimental work days and days of production loss due to equipment failure or any other reasons under Contractor's control.

### **C.3 PERSONNEL**

- One Project Advisor (focal point-of-contact for this contract)
- One Sr. Drilling Engineer
- One Petroleum Engineer

In case of requirement of additional manpower, the bidder should quote specifically for the same highlighting their scope of work In such case, the bidder should quote specifically for the same highlighting their scope of work, the position and responsibilities of each additional personnel including his educational qualification experience, responsibility etc.

### **ASSOCIATION OF OIL'S TECHNICAL TEAM**

OIL's technical team will be associated during the course of the above processes and CONTRACTOR should provide free of cost training on well engineering and design to OIL personnel using the proposed software. OIL personnel shall use the proposed software during the contract period. The contractor will provide office space, communication facilities including internet facilities during work association at Contractors base office if the work is carried out in Contractors base office .OIL will bear the cost of travel, boarding and lodging for the training of OIL engineers.

\*\*\*\*\*

**PART-3**

**Section-III**

**SCHEDULE OF RATES:**

Description of charges/Rates:

**Conceptual Well Design and Tender Document preparation charge:**

- i) Conceptual Well Design charges shall be lumpsum charge for personnel, equipment, collection of Data from Operator, preparation of tender documents and shall be paid after the approval of the Conceptual Design and tender document.
- ii) This charge shall be inclusive of mobilization, transportation of personnel & equipment, software, hardware, spares etc.
- iii) This charge shall be inclusive of Boarding & lodging, en route expenses and any other expenses of personnel.
- iv) This charge shall be inclusive of preparation & submission of necessary reports, data etc.

**Detailed Well Design & Well Programming charge:**

- i) Detailed Well Design & Well Programming charges shall be lump sum charge for personnel, equipment, spares etc. and shall be paid after the approval of the Detailed Well Design & Well Programming by the Operator.
- ii) This charge shall be inclusive of mobilization, transportation of personnel and equipment, software, hardware, spares etc.
- iii) This charge shall be inclusive of Boarding & lodging, en route expenses and any other expenses of personnel.
- iv) This charge shall be inclusive of preparation & submission of necessary reports, data etc.

**Charges towards Pre bid conference and Evaluation & Service Selection charges:**

- i) Charges towards pre-bid conference and Evaluation & Service selection shall be on manday basis for personnel deployed, and shall be paid after the completion of all the jobs.
- ii) Manday rate shall be exclusive of accommodation, transportation, subsistence of the personnel.

iii) Charges towards travel and subsistence for the Consultant from their base to Duliajan/ Kolkata will be paid extra at actual. Bidders have to indicate detailed estimated expenditure towards travel & subsistence of their Consultants which will be considered while evaluating their offer commercially.

**Operating Charges:**

i) Contractor shall be paid operating charges for the personnel deployed for well –site supervision during execution phase.

ii) This charge shall be payable as day rate. The operating rate shall be payable from the day of reporting at Aizawl office of OIL till the day of departing from Aizawl.

iii) OIL will provide accommodation, food and local transport to Consultant's personnel during well site supervision phases at Well-Site on free of charge basis. However, contractor will have to make his own arrangement for accommodation, lodging and transport at Aizawl, Mizoram/ Base office at his own cost. Office facilities will be provided at OIL's Project Office at Aizawl, Mizoram for the Operation Manager.

iv) The consultant shall raise invoices on monthly basis for release of payment.

v) The estimated quantity indicated against each item of Phase 2 is for bid evaluation purpose only. The payment against the same will be made against actual quantity.

vi) Bidder to quote detailed estimated expenditure against travel, accommodation and subsistence for their personnel.

vii) Interim mobilization and demobilization charges as indicated against Srl. 7 of the Table B will cover the mobilization and demobilization charges of Supervision team in case of prolonged shut down of wells during operations. Interim mobilization and demobilization charges will include travel charges and enroute expenses from and to Consultant's base and site. During this period, no other charges will be applicable.

viii) Working cycle for the personnel deployed during supervision should be minimum 30 days on 30 days off (including travel time of one day for coming and one day for going).

**Close out charges:**

i) Contractor shall be paid Close out charges on Lump Sum basis.

ii) This charge shall be inclusive of mobilization, transportation, en-route expenses of personnel and equipment, software, hardware, spares etc.

iii) This charge shall be inclusive of preparation & submission of necessary reports, data etc.

iv) This charge shall be payable after completion of close out phase i.e. after submission of reports after 3<sup>rd</sup> well and accepted by OIL.

The **Appendix-IV** denotes details of personnel, equipment, services and consumables to be provided by Company or Contractor. Items denoted as being 'Supplied by Contractor' and 'At Expense of Contractor' shall be deemed to be included and fully compensated by the lump sum/Day rates as specified in the Price Format.

**PRICE FORMAT**

**Bidders are to quote the charges on-line as given in the table below:**

**A. SCHEDULE OF RATES FOR WELL ENGINEERING SERVICES (Phase-1A & 1 B )**

<b>Phases</b>	<b>Description</b>	<b>Estimated Qty.</b>	<b>Unit</b>	<b>Quoted Rate (inclusive of all applicable taxes and duties but exclusive of Service Tax)- Currency</b>	<b>Total (inclusive of all applicable taxes and duties but exclusive of Service Tax)- Currency</b>
<b>1A</b>	1.0 Charges towards Data Collection, Conceptual Well Design, Preparation of Tender Documents( materials & services) etc for 3 wells	<b>1</b>	<b>Lump sum</b>	<b>a</b>	$A = a \times 1$
<b>1B</b>	2.0 Charges towards Detailed Well Design & Well Programming for 3 wells	<b>1</b>	<b>Lump sum</b>	<b>b</b>	$B = b \times 1$
	3.0Charges towards Pre-bid conference at Kolkata against the tender for selection of Integrated Service Provider	<b>15</b>	<b>Man-day</b>	<b>c</b>	$C = c \times 15$
	4.0Charges towards Evaluation and Service Selection	<b>90</b>	<b>Man-day</b>	<b>d</b>	$D = d \times 90$
	5.0 Total Charges on Travel, accommodation and subsistence etc.	<b>1</b>	<b>Lump Sum</b>	<b>e</b>	$E = e \times 1$
<b>TOTAL COST FOR PHASE 1A AND PHASE 1B = I = A+B+C+D+E</b>					

**B. SCHEDULE OF RATES FOR WELL-SITE SUPERVISION & CLOSEOUT  
(Phases-2 & 3)**

Sl. No.	Description	Estimated Qty.	Unit	Currency	Unit Rate (inclusive of all applicable taxes and duties but exclusive of Service Tax)		Amount
					In Figures	In words	In Figures
A	B	C	D	E	F	G	H= CXF
1	Operating charges for Operations Manager	490	Day				H1
2	Operating charges for Operation Supervisor	490	Day				H2
3	Operating charges for Completion & Well Test Engineer (call out basis)	165	Day				H3
4	Travel, Accommodation, Subsistence for Srl. No. 1 ( Bidders to quote the total cost)	1	<b>Lump Sum</b>				H4
5	Travel, Subsistence for Srl. No. 2 ( Bidders to quote the total cost)	1	<b>Lump Sum</b>				H5

6	Travel, Subsistence for Srl. No. 3 ( Bidders to quote the total cost)	1	<b>Lump Sum</b>				H6
7	Interim mob-demob charges for: Operations Manager	2	Trip				H7
8	Operation Supervisor	2					H8
9	Completion & Well Test Engineer	2					H9
10	Closeout charges	01	Lump Sum				H10
<b>Total J= H1+H2+H3+H4+H5+H6+H7+H8+H9+H10</b>							

**TOTAL EVALUATED COST = I+J**

**\*The quantity as indicated will be considered for evaluation purpose. Payment will, however, be made at actual.**

**End of Section -III of Part 3**

**PART- 4**

**PROFORMA - I**

**LETTER OF AUTHORITY**

To,

Executive Director (Operations),  
NEF Project  
OIL INDIA LIMITED  
Duliajan - 786602  
Dist: Dibrugarh  
Assam, INDIA

Sir,

Sub : OIL's Tender No. \_\_\_\_\_

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

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.

**PART- 4**

**PROFORMA - II**

**STATEMENT OF COMPLIANCE WITH RESPECT TO BRC**

<b>SL. NO.</b>	<b>SECTION/ CLAUSE NO.</b>	<b>BRIEF STATEMENT</b>	<b>COMPLIANCE</b>	<b>REMARKS</b>

We undertake that all the clauses of BRC as entered in the tender document shall be fully complied with.

Signature and seal of the Bidder:

Name of Bidder:

**PART- 4**

**PROFORMA - IIa**

**STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)**

<b>SL. NO.</b>	<b>SECTION/ CLAUSE NO.</b>	<b>BRIEF STATEMENT</b>	<b>NONCOMPLIANCE</b>	<b>REMARKS</b>

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with.

Signature and seal of the Bidder:

Name of Bidder:

**PART- 4**

**PROFORMA - II A**

**BID FORM**

To

Executive Director (Operations),  
NEF Project  
OIL INDIA LIMITED  
Duliajan-786602  
Assam , INDIA.

Sub : Tender No. : \_\_\_\_\_

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sums stated below against each work as defined or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Sl. No.	Subject	Total Bid Amount	
		In word	In figure
1			

We undertake, if our Bid is accepted, to commence the work within (.....) days calculated from the date of issue of Company's LOA.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for 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 \_\_\_\_\_ 2011.

Signature and seal of the Bidder : \_\_\_\_\_  
(In the capacity of) : \_\_\_\_\_  
Name of Bidder : \_\_\_\_\_

\*\*\*\*\*  
\_\_\_\_\_

**PART- 4**

**PROFORMA -II B**

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
Executive Director (Operations),  
NEF Project  
OIL INDIA LIMITED  
Duliajan-786602  
Assam , INDIA.

WHEREAS \_\_\_\_\_(Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "The Contract").

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total amount of (Amount of Guarantee in figure) Rs. \_\_\_\_\_ (Amount of Guarantee in word \_\_\_\_\_), 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 guaranteed sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at 9 months after Contract completion date).

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

Designation : \_\_\_\_\_  
Name of Bank : \_\_\_\_\_  
Address : \_\_\_\_\_

Witness : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

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

**PART-4**

**PROFORMA – II C**

**CONTRACT FORM**

This Contract is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, 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 require;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources, 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- \_\_\_ attached herewith for this purpose and

WHEREAS, Company issued a firm Letter of Award (LOA) No. \_\_\_\_\_ based on Offer No. \_\_\_\_\_ submitted by the Contractor against Company's Tender No. \_\_\_\_\_ and Contractor accepted Company's LOA vide their letter No. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award 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 authorised solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this Contract viz.:
  - (a) Part-3, Section-I indicating the General Conditions of the Contract
  - (b) Part-3, Section-II indicating the Terms of Reference / Technical Specifications;
  - (c) Part-3, Section-III indicating the Schedule of Rates.
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

For and on behalf of  
Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PART- 4**

**PROFORMA - II D**

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

To:

Executive Director (Operations),  
NEF Project  
OIL INDIA LIMITED  
Duliajan-786602  
Assam , INDIA.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield 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 will and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws/modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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 one or both of the two 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.

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

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

Witness : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

(Signature, Name and Address)

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

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

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

## **EXPERIENCE CRITERIA FOR PERSONNEL**

### **PROJECT ADVISOR**

1. Shall have overall experience of at least 15 years in E&P Business including four (04) years experience as Project Advisor.
2. Shall possess Bachelor / Master Degree in Geology/ Petroleum Engineering / Engineering.
3. Shall have the experience and capability to look into designing aspects for drilling, completion and well test of vertical & directional wells ( including under balance drilling) in Geologically complex (fold/thrust belt ) onshore areas with high sub-surface dip located in logistically difficult (hilly terrain) remote locations. Experience in wells drilled with Heli Rig operations is preferable.
4. Should have successfully executed at least one project with vertical/directional wells ( with under balance drilling experience) in Geologically complex (fold belt) and logistically difficult (hilly terrain) areas as mentioned above.

### **SR. DRILLING ENGINEER**

1. Shall be E&P Company trained and should have minimum experience of 5 years as Senior Drilling Engineer or above level.
2. Shall possess Engineering / Petroleum Engineering degree or equivalent.
3. Shall have knowledge of designing drilling and completion fluids for vertical & directional (including under balance drilling) wells in Geologically complex (fold/thrust belt) with high sub-surface dip and logistically difficult (hilly terrain) areas. Experience in wells drilled with Heli Rig operations is preferable.
5. Shall have detailed knowledge on HSE standards
6. Shall have experience of providing well engineering to at least two projects / wells as per Scope of Work.

### **PETROLEUM ENGINEER/GEOLOGIST**

1. Shall be E&P Company trained and should have minimum experience of 10 years out of which at least 3 years should be in Petroleum Engineering (Completion and Well Testing) work for vertical & directional wells (including under balance drilling) in Geologically complex (fold belt) onshore areas located in logistically difficult (hilly terrain) remote locations..
2. Shall possess Graduation / Masters in Petroleum Engineering/ Geology.
3. Shall have minimum of two vertical & directional wells( including under balance drilling) Testing & Completion design experience in Geologically complex (fold belt) onshore areas with high sub-surface dip located in logistically difficult (hilly terrain) in remote locations. Experience in wells drilled with Heli Rig operations is preferable.
4. Shall have detailed knowledge on HSE standards.

### **OPERATIONS MANAGER**

1. Shall be E&P Company trained and should have experience of at least 10 years at Drilling Superintendent or above level.
2. Shall be an Engineering Graduate.
3. Shall have minimum Supervisory / Drilling experience of five wells in offshore /onshore areas as mentioned above..

**WELL SITE OPERATION SUPERVISOR**

1. Shall be a Graduate.
2. Shall have minimum experience of 10 years as Senior Drilling Supervisor.
3. Shall have experience of drilling five vertical & directional wells in Geologically complex (fold/thrust belt) onshore areas located in logistically difficult (hilly terrain) remote locations.
4. Shall have valid IWCF certificate (Supervisor level).
5. Shall have detailed knowledge on HSE standards.

**COMPLETION / WELL TEST ENGINEER**

1. Shall be a Petroleum Engineering / Engineering Graduate.
2. Shall have minimum experience of 10 years in completion and well testing assignments (operations - interpretation) in offshore / onshore areas.
3. Shall have experience of completion and testing (operation - interpretation) in minimum two vertical & directional wells in Geologically complex (fold/thrust belt) onshore areas located in logistically difficult (hilly terrain) remote locations.
4. Shall have detailed knowledge / training on required HSE standards.

N.B.-The bidders are requested to provide the details of personnel proposed to be deployed by them as per Appendix-III.

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**Appendix-II****TIME SCHEDULE**

<b>Phases</b>	<b>Details of Work</b>	<b>Completion Time</b>
Phase IA	Conceptual Well Design, Tender Preparation and Submission of report	60 days from the date of LOA
Phase IA	Review & approval by OIL	15 days
Phase IB	Detailed Well Design, Well Programming & procedures, Evaluation of tenders & Service selection, preparation of bridging documents etc and submission of draft report.	120 days
Phase IB	Review & recommendations by OIL	10 days
Phase IB	Submission of final report and presentation of the detailed well design & well programming incorporating OIL's views/comments at Aizwal/Mizoram	10 days
Phase IB	Approval by OIL	8 days
Phase-2	Well -Site Supervision Services during execution	145 days per well
Phase-3	Closeout	30 days per well

**SUGGESTED FORMAT OR CURRICULUM VITAE FOR MEMBERS  
OF CONSULTANT'S TEAM**

Name \_\_\_\_\_

Profession \_\_\_\_\_

Years with Firm -----Nationality-----

Proposed Position on Team-----

**Key Personnel's Qualifications:**

(Under this heading, give outline of the experts experience and training, most pertinent to assigned work in the field of vertical & directional wells ( including under balance drilling) in Geologically complex (fold/thrust belt) with high sub-surface dip & logistically difficult (hilly terrain) remote locations on proposed team. Describe degree of responsibility held by expert on relevant previous assignments and give dates and locations. Use up to half-a-page)

**Education:**

(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page)

**Experience Record:**

(Under this heading, list all positions held by the experts since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three-quarters of a page).

**Languages:**

(Indicate proficiency in speaking, reading and writing of each language by "excellent", "good", "fair" or "poor")

\_\_\_\_\_ Date \_\_\_\_\_

(Signature of Personnel)

Countersignature of the authorized signatory of the quotation / bidder.

**&&&&&&&**

**RESPONSIBILITY MATRIX**

The table below details the personnel, equipment, services and consumables to be provided by either Company or Contractor and the Party liable for the cost of same under the Contract. Items denoted as being "Supplied by Contractor" and "At Expense of Contractor" shall be deemed to be included and fully compensated by the day rates specified in Schedule of Rates.

ITEM	DESCRIPTION	SUPPLIED BY		AT EXPENSE OF	
		Company	Contractor	Company	Contractor
<b>PERSONNEL</b>					
1.1	Personnel as per Clause A.2 & B.3 of SOW		√		√
1.2	Personnel not included in Clause A.2 & B.3 of SOW but necessary for Company's normal operations		√		√
1.3	Personnel not included in Clause A.2 & B.3 of SOW but requested by Company in writing		√	√	
1.4	PPE of Contractor's Personnel		√		√
1.5	Traveling and all enroot expenses of Contractor's personnel from their point of mobilization to Duliajan / Aizawl / Base office/		√		√
1.6	Boarding & Lodging for field personnel	√		√	
1.7	Daily conveyance for field personnel	√		√	
1.8	Boarding & lodging of contractor personnel other than field personnel at Duliajan/Aizawl/Base Office/		√		√
1.9	Local Conveyance for Contractor personnel other than field personnel.		√		√

ITEM	DESCRIPTION	SUPPLIED BY		AT EXPENSE OF	
		Company	Contractor	Company	Contractor
2.0	Office space at Company's office as required for Contractor's Personnel with basic office infrastructure.	√		√	
2.1	IT/Communications including access to allow storage of all Services related data on Company's server	√		√	
2.2	Office Stationeries, Printing of voluminous documents, International telephone calls & Fax.		√		√

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**PART- 4**

**INTEGRITY PACT**

Between

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

And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1 – Commitments of the Principal**

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a

substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 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 Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating 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 (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

#### **Section 9 – Pact Duration**

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

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

#### **Section 10 – Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

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For the Principal

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For the Bidder/Contractor

Place ..... Witness 1 : .....

Date ..... Witness 2 : .....

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**BAR CHART EXCLUDING TIME REQUIRED BY OIL**

