



Oil India Limited
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91) 374-2803549

FORWARDING LETTER

M/s. _____

**Tender Fee: Rs. 18,000.00
or US\$ 400.00**

Serial No.

Sub : Tender No. OIL/CCO/DRLG/GLOBAL/239/2009 for Hiring of Cementing Services including Cementing Unit for a period of 2(two) years

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 50 km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced contractors for **Hiring of Cementing Services including Cementing Unit for a period of 2(two) years**. One complete set of bid document covering OIL's tender for hiring of above services is being forwarded herewith. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

- | | |
|--|--|
| (i) Tender No.: | OIL/CCO/DRLG/GLOBAL/239/2009 |
| (ii) Type of Bid: | Single Stage-Two Bid |
| (iii) Bid Closing date & Time: | 12-May-2009(12.45 hrs (IST)) |
| (iv) Technical Bid Opening date & time: | 12-May-2009(13.00 hrs (IST)) |
| (v) Commercial Bid Opening Date:
& time | Will be intimated to eligible bidder(s)
nearer the time |

- (vi) Bid Submission Place: Head (Contracts),
Oil India Limited, Duliajan-786602,
Assam, India
- (vii) Bid Opening Place: Office of the Head (Contracts)
Oil India Limited
Duliajan – 786602, Assam, India
- (viii) Bid Security Amount: US\$ 25,000.00 **OR** Rs. 12,00,000.00
- (ix) Amount of Performance Guarantee: 10% of total estimated contract value
- (x) Validity of Bid: 180 days from the date of bid closing
- (xi) Mobilisation Time: Within 90 days from date of issue of
Letter of Award(LOA) by OIL.
- (xii) Duration of the Contract: 2(Two) years and extendable by another
one year at same rate, terms &
conditions
- (xiii) Liquidated Damage for Default in: @½ % of total contract value for delay
Timely Mobilization per week or part thereof subject to
maximum of 7½ %
- (xiv) Bids to be addressed to: HEAD (CONTRACTS)
OIL INDIA LIMITED
DULIAJAN - 786 602
ASSAM, INDIA

3.0 OIL now looks forward to your active participation in the tender.

Thanking you,

**Yours faithfully,
OIL INDIA LIMITED**

**(A. C. Bhatta)
HEAD (CONTRACTS)
For RESIDENT CHIEF EXECUTIVE**

INDEX

PART - 1

INSTRUCTION TO BIDDERS

CLAUSE	SUBJECT	PAGE NO.
A	Bidding Documents	8
3.0	Amendment of Bidding Documents	8
B	Preparation of Bids	9
4.0	Language of Bids	9
5.0	Documents Comprising the Bids	9
5.0(A)	Technical Bids	9
5.0(B)	Commercial/Price Bids	9
6.0	Bid Form	9
7.0	Bid Price	9
8.0	Currencies of Bid and Payment	10
9.0	Documents Establishing Bidder's Eligibility and Qualifications	10
10.0	Bid Security	10
11.0	Period of Validity of Bids	11
12.0	Format and Signing of Bids	12
C	Submission of Bids	12
13.0	Sealing and Marking of Bids	12
14.0	Indian Agents	13
15.0	Deadline for Submission of Bids	13
16.0	Late Bids	13
17.0	Modification and Withdrawal of Bids	13
18.0	Bid Opening and Evaluation	14
19.0	Opening of Commercial/Price Bids	15
20.0	Conversion to Single Currency	15
21.0	Evaluation and Comparison of Bids	15
22.0	Loading of Foreign Exchange	15
22.1	Exchange Rate Risk	15
22.2	Repatriation of Rupee Cost	15
23.0	Contacting the Company	16
D	Award of Contract	16
24.0	Award Criteria	16
25.0	Company's Right to accept or Reject any Bid	16
26.0	Notification of Award	16
27.0	Signing of Contract	16
28.0	Performance Security	17
29.0	Credit Facility	18
30.0	Mobilisation Advance Payment	18

PART - 2

BID REJECTION CRITERIA/BID EVALUATION CRITERIA

CLAUSE	SUBJECT	PAGE NO.
I	Bid Rejection Criteria(BRC)	19
A	Technical	19
1.0	Bidder's Experience	19
2.0	Experience of Bidder's Personnel	19
3.0	Other Requirements	19
B	Commercial – Bid Submission	20
C	General	21
II	Bid Evaluation Criteria	21
6.0	Granting of Price Preference	22
7.0	Customs duty	23

PART - 3

SECTION - I

GENERAL CONDITIONS OF CONTRACT

CLAUSE	SUBJECT	PAGE NO.
1.0	Definitions	24
2.0	Effective Date, Mobilization Time, Duration of Contract	24
2.1	Effective Date of Contract	24
2.2	Mobilization Time	24
2.3	Date of Commencement of Contract	25
2.4	Duration of Contract	25
3.0	General Obligations of Contractor	25
4.0	General Obligations of the Company	25
5.0	Personnel to be deployed by Bidder	26
6.0	Warranty and Remedy of Defects	26
7.0	Confidentiality, Use of Contract Documents and Information	26
8.0	Taxes, Duties & Levies	27
8.9	Service tax	28
9.0	Insurance	28
10.0	Changes	29
11.0	Force Majeure	29
12.0	Termination	30
12.1	Termination of Expiry of the Terms (Duration)	30
12.2	Termination of Account of Force Majeure	30
12.3	Termination of Account of Insolvency	30
12.4	Termination for Unsatisfactory Performances	30
12.5	Termination due to Change of Ownership and Assignment	30

12.8	Consequences of Termination	30
13.0	Settlement of Disputes and Arbitration	31
14.0	Notices	31
15.0	Subcontracting	31
16.0	Misc. Provisions	32
17.0	Liquidated Damages for Default in Timely Mobilization	32
18.0	Performance Security	32
19.0	Association of Company's Personnel	33
20.0	Labour	33
21.0	Liability	33
22.0	Consequential Damage	34
23.0	Indemnity Agreement	34
24.0	Indemnity Application	35
25.0	Payment, Manner of Payment& Invoicing Procedure	35
26.0	Withholding	37
27.0	Applicable Law	38
28.0	Records, Reports & Inspection	39
29.0	Subsequently Enacted Laws	39
30.0	Royalty and Patents	39
31.0	Waiver & Amendments	39
32.0	Pollution and Contamination	39

SECTION - II

TERMS OF REFERENCE/SCOPE OF WORK

CLAUSE	SUBJECT	PAGE NO.
2.0	Sub-Surface Information	40
3.0	Casing Policy	40
4.0	Description of Work	41
Annexure-I	Details of Services to be Performed by Contractor	42
Annexure-II	Details of Equipment and Personnel to be deployed by Contractor	43
1.0	Cementing Unit - Specifications	43
2.0	Other Cementing Equipment	44
3.0	Consumables	45
4.0	Blending, Transportation to Well Site etc.	45
5.0	Requirement of Personnel	46
Annexure-III	Quantum of Jobs to be Performed during Contractual Period	47
Annexure-IV	Description of Items, Cement Additives	48
1.0	Number of Packages for 2 Years Requirement	48

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

CLAUSE	SUBJECT	PAGE NO.
1.0	Definitions	52
2.0	Mobilisation	52
3.0	De-Mobilisation	52
4.0	Association of Company's Personnel	52
5.0	Provision of Personnel and Facilities	52
6.0	Company's Requisites	55
7.0	Food, Accommodation, Transportation and Medical Facility at Well Site	55
8.0	Contractor's Special Obligations	55
9.0	Loss or Damage to Hole	57
10.0	Damage or Loss of the Cementing Units	57
11.0	Customs Duty	57
12.0	Re-export	58
13.0	Confidentiality	58
14.0	Rights and Privileges of Company	59
15.0	Headings	59
16.0	Shifting of Equipment	59
17.0	Prevention of Fire and Blow-out	60
18.0	Discipline	60
19.0	Area of Operation	60

SECTION - IV

SCHEDULE OF RATES / PAYMENT

CLAUSE	SUBJECT	PAGE NO.
1.0	Mobilisation Charges	61
2.0	Rental Charges for Equipment per Month	61
3.0	Cost of Additives	61
4.0	Personnel Charges per Month	62
5.0	Operational Charges	62
6.0	Demobilisation Charges	62
7.0	Day Rate for Tools/Equipment/Personnel during Force Majeure	62
8.0	Zero Rate	63
	General Note	63

PART - 4

PROFORMAS

Proforma	SUBJECT	PAGE NO.
A	List of Items (Equipment, Tools, Accessories, Spares, Consumables) to be imported by Contractor in connection with execution of Contract	65
B	Price Schedule Format	66
B1	Price Schedule for Chemicals / Additives	68
C	Bid Form	71
D	Statement of Non-compliance	72
E	Form of Performance Bank Guarantee	73
F	Agreement Form	74
G	Form of Bid Security (Bank Guarantee)	76
H	Proforma Letter of Authority	77

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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. This bidding documents includes the following :

(a) A forwarding letter highlighting the following points :

- (i) Oil India Limited's Tender No.
- (ii) Bid closing date and time
- (iii) Bid opening date and time
- (iv) Bid submission place
- (v) Bid opening place
- (vi) Amount of Bid Security
- (vii) Amount of performance guarantee
- (viii) Liquidated damages for default in timely Mobilisation
- (ix) Duration of the Contract

(b) Instructions to Bidders, (Part-1)

(c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)

(d) General Conditions of Contract, (Section-I)

(e) Terms of Reference/ Scope of Work,(Section-II)

(f) Special Conditions of Contract, (Section-III)

(g) Schedule of Rates/Payment, (Section-IV)

(h) Estimated CIF value of items at the time of import, (Proforma-A)

(i) Price Bid Format,(Proforma-B)

(j) Bid Form, (Proforma-C)

(k) Statement of Non-Compliance, (Proforma-D)

(l) Performance Security Form, (Proforma-E)

(m) Agreement Form, (Proforma-F)

(n) Bid Security Form, (Proforma-G)

(o) Letter of Authority,(Proforma-H)

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 sent in writing or by Fax to all prospective Bidders to whom Company has sent the bid documents. The 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.
- (iii) Bid Security furnished in accordance with clause 10.0.
- (iv) Statement of Non-compliance as per Proforma-D
- (v) List of items to be imported **without the CIF values** (Proforma-A)
- (vi) Copy of commercial bid **without indicating prices** (Proforma-B)

(B) COMMERCIAL/PRICE BID

- (i) Bid Form as per Proforma-C.
- (ii) Price-Bid Format as per Proforma-B with prices.
- (iii) Proforma-A showing the items to be imported with the CIF values.

- 6.0 **BID FORM**: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

7.0 **BID PRICE**:

- 7.1 Unit prices must be quoted by the bidders, both in words and in figures.

- 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 duties (except customs duty which will be borne by the Company) and taxes (excluding service tax) including Corporate Income Taxes, Assam Entry Tax 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.

7.4 Prices should be quoted net of discount and no discount should be shown separately. Discount, if any, should be merged with the quoted prices. Discount of any type indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if any offer is found to be the lowest even without considering discount, OIL shall avail such discount at the time of placement of the contract.

8.0 **CURRENCIES OF BID AND PAYMENT:**

8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders.

8.3 However, currency once quoted will not be allowed to be changed during the tenure of the contract.

9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in **Part-2**.

10.0 **BID SECURITY:**

10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause 10.8.

10.2 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter or an equivalent amount in other freely convertible currency and shall be in one of the following forms:

(a) A bank guarantee or irrevocable Letter of Credit in the prescribed format provided vide **Proforma-G** or in another form acceptable to the Company. The Bank Guarantee/LC shall be issued from any of the following Banks :

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

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the tender and must be encashable in India preferably in Duliajan/Delhi/Kolkata/Guwahati.

Indian bidders will have to submit Bank Guarantee from any of the Nationalised/Scheduled banks on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

Foreign bidders will have to submit the Bank Guarantee from Banks of Indian origin situated in their town/city/country. In case no such bank of Indian origin is situated in their town/city/country, Bank Guarantee should be submitted from the Bankers as specified in Clause 10.2(a)(ii) or 10.2(a)(iii) above.

- (b) A cashier's cheque or demand draft drawn on 'Oil India Limited' valid for 180 days from the date of issue and payable at Duliajan, Assam.
- 10.3 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.
- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.
- 10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the performance security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 28.0 below is furnished.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 Public Sector undertakings are exempted from submitting Bid Security.
- 10.9 The Bid Security may be forfeited:
- (a) If any Bidder withdraws or modifies 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 & 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 para 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 The Bidder shall prepare four copies of the bid clearly marking original "ORIGINAL BID" and rest "COPY OF BID". In the event of any discrepancy between them, the original shall govern.
- 12.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per **Proforma-H**) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 12.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons signing the bid.

C. SUBMISSION OF BIDS

13.0 **SEALING AND MARKING OF BIDS:**

- 13.1 The tender is being processed according to a single stage - Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial bid each in quadruplicate (one Original and 3 copies).
- 13.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".
- 13.3 The cover containing the Technical Bid (Original + 3 copies) should be in one sealed cover bearing the following on the right hand top corner.
- (i) Envelope No.1 Technical bid
 - (ii) Tender No. _____.
 - (iii) Bid closing date _____.
 - (iv) Bidder's name _____.
- 13.4 The cover containing the Commercial Bid (Original + 3 copies) should be in a separate sealed cover bearing the following on the right hand top corner.
- (i) Envelope No.2 Commercial bid
 - (ii) Tender No. _____.
 - (iii) Bid closing date _____.
 - (iv) Bidder's name _____.
- 13.5 The above mentioned two separate covers containing Technical and the Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".
- (i) Tender No. _____.
 - (ii) Bid closing date _____.
 - (iii) Bidder's name _____.
- 13.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/

catalogues of the equipment offered. The Bid Security mentioned in clause 10.0 should be enclosed with the Technical Bid. **The price Schedule should not be put in the envelope containing the Technical Bid.**

Proforma-A without the CIF values should be enclosed with the Technical bid and the same with the CIF values should be put in the Commercial bid.

- 13.7 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 non-compliance to each clause as per **Proforma-D**. This should be enclosed with the technical bid.
- 13.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/transit loss.
- 13.9 Cable/Fax/E-mail/Telephonic offers will not be accepted.
- 14.0 **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. Offers made by Indian agents on behalf of their foreign principals will be rejected. Moreover, one Indian Agent cannot represent more than one foreign bidder against the tender.
- 15.0 **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the Company at the address specified in the "Forwarding Letter" not later than 12-45 Hrs. (Indian Standard Time) on the bid closing date mentioned in the "Forwarding Letter".
- 16.0 **LATE BIDS:** Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.
- 17.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**
- 17.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause 13.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 17.3 No bid can be modified subsequent to the deadline for submission of bids.

17.4 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.

18.0 BID OPENING AND EVALUATION:

18.1 Company will open the Bids, including submission made pursuant to clause 17.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Proforma-H**) 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.

18.2 In case of any unscheduled holiday or Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

18.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

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

18.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 18.3.

18.6 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.

18.7 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 way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of

- other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 18.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 18.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 19.0 **OPENING OF COMMERCIAL/PRICE BIDS:**
- 19.1 Company will open the Commercial Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance. In case of any unscheduled holiday or Bandh on the commercial bid opening date, the Bids will be opened on the next working day.
- 19.2 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.
- 19.3 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. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 20.0 **CONVERSION TO SINGLE CURRENCY:** 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.
- 21.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **Part-2** of the bidding documents.
- 22.0 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.
- 22.1 **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.
- 22.2 **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.

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in Clause 18.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 18.6.

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

D. AWARD OF CONTRACT

24.0 **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.

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

26.0 NOTIFICATION OF AWARD:

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

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

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to clause 28.0 the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause 10.0 hereinabove.

27.0 SIGNING OF CONTRACT:

27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Terms of Reference/Scope of Work, Schedule of rates incorporating all agreements between the parties.

27.2 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.

28.0 **PERFORMANCE SECURITY:**

28.1 Within 30 days of 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-E** 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 Indian Bank **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) and must be encashable in India preferably in Duliajan/Delhi/Kolkata/Guwahati.

28.2 (a) Indian bidders will have to submit Bank Guarantee from any of the Nationalised/Scheduled banks on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) Foreign bidders will have to submit the Bank Guarantee from Banks of Indian origin situated in their town/city/country. In case no such bank of Indian origin is situated in their town/city/country, Bank Guarantee should be submitted from the Bankers as specified in Clause 28.1(ii) or 28.1(iii) above.

28.3 The performance security specified above must be valid for 12 (twelve) months (plus 3 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 of **Section-I** hereof. The same will be discharged by Company not later than 30 days following its expiry.

28.4 In the event of any extension of the Contract period, additional Bank Guarantee equivalent to 10% of total contract cost for the additional period/wells, should be submitted by the Contractor within one month of OIL's intimation for extension of the contract with a validity of three months more after the expiry of the extended contract period. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

28.5 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.

28.6 The Performance Security will not accrue any interest during its period of validity or extended validity.

28.7 Failure of the successful Bidder to comply with the requirements of clause 27.0 or 28.0 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.

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

30.0 **MOBILIZATION ADVANCE PAYMENT:**

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

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

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

END OF PART - 1

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PART - 2

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

I) BID REJECTION CRITERIA (BRC) : The bid shall conform generally to the specifications 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 technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

(A) TECHNICAL: The bidder must meet the following criteria:-

1.0 BIDDERS EXPERIENCE:

The bidder must have minimum 5 years experience as on bid closing date in providing cementing services as indicated in the “DETAILS OF SERVICE TO BE PROVIDED BY THE CONTRACTOR” in the Section-II of the tender document including supply of cementing equipments (i.e. cementing unit, cementing heads, fittings and accessories) and additives. Documentary evidence supporting the bidder’s experience must be enclosed along with the bid.

2.0 EXPERIENCE OF BIDDER’S PERSONNEL:

The contractor will deploy 01 (one) competent, qualified and trained cementing/servicing Engineer with minimum five(05) years independent experience in deep Oil & Gas wells primary & secondary Cementing jobs using cementing unit of reputed make. However if the contractor deploy more than one personnel for assisting their engineer towards performance of any specific job at well site during the currency of the contract, Company will not pay for such additional manpower. Bio-data in support of above experience of the proposed personnel (to be deployed) is to be provided along with technical bid.

3.0 OTHER REQUIREMENTS:

a) The bidder as the primary entity must be financially and organizationally sound. On the bid closing date they must be in possession of the cementing unit offered (owned or leased). Bidders must categorically confirm the same in their technical bids.

b) The offered cementing unit, cement mixing and circulating system should conform to the specifications detailed in the Annexure II of Section II. Bidders must categorically confirm the same in their technical bids.

c) Cementing unit and surface tools/ Equipment must not be more than 10 (ten) years old as on bid closing date counted from the date of manufacture. Documentary evidence in support of the vintage of the Cementing Unit must be submitted along with the technical bid. Bidders should also submit a certificate along with their technical bids confirming the vintage and certifying that all the Equipment/Tools will be deployed in well maintained and perfect working condition.

d) Bidders should submit at least two (02) contract details carried out in last 5 years with scope of work, job performed and client's certificate.

The bidders should have the experience of carrying out gas well cementing jobs and necessary documents in this connection are to be provided. The cost of the third party inspection /certification shall be borne by the bidder.

B) COMMERCIAL – BID SUBMISSION :

1.0 Bids are to be submitted in a single stage two bid system, i.e. Technical Bid (Unpriced) and Commercial Bid(Priced) separately. Bids shall be rejected outright if the technical bids contain the prices.

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 shall be furnished as a part of the bid. The amount of bid security shall be as specified in the bid document. Any bid not accompanied by a proper bid security will be rejected.

4.0 The bid documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

5.0 Bidders shall quote directly and not through their agents in India. Offers made by Indian agents on behalf of their foreign principals will be rejected.

6.0 Bids received after bid closing date and time will be rejected.

7.0 Any bid received in the form of Telex/Cable/Fax/e-mail will be rejected.

8.0 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorised representative on all pages failing which the bid will be liable for rejection.

9.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be rejected.

10.0 Bidders 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.

11.0 Bidders shall bear, within the quoted rate, the corporate income tax as applicable on the income from the contract.

12.0 Any bid containing false statement will be rejected.

13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of bidding document; otherwise the bid will be summarily rejected.

14.0 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 cum penalty clause
- (vii) Safety & Labour Law
- (viii) Termination Clause

C) GENERAL :

1.0 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.

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

II. BID EVALUATION CRITERIA (BEC):

The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:

1.0 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.

2.0 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.

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

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 taking into account the rates quoted in the **Price Bid Format (Proforma-B)** by taking into account the summation of the following :

TOTAL ESTIMATED CONTRACT COST FOR 2(TWO) YEARS [T]

$$= [A + B + C + D + E + F]$$

Where,

'A' = Mobilisation Charges(Lumpsum)

'B' = De-Mobilisation Charges(Lumpsum)

'C' = Total Rental Charge of Cementing Unit/Equipment for 24 months

'D' = Total Personnel Charge for 24 months

'E' = Total Operational Charges

'F' = Total Cost of Additives

NOTES:

The items mentioned in the clause 5.0 above are to be read in conjunction with Section-IV of Schedule of Rates of the tender.

5.0 **Granting of Price Preference (applicable to ICB tenders only)**

(i) **Price Preference:** Domestic bidders providing oil field services in the global tender of OIL, would be entitled to a price preference upto 10% over the lowest acceptable (quoted) Foreign bid subject to value addition. For estimating/ ensuring value addition and price preference, domestic bidders should provide all evidence necessary to prove that they meet the following criteria:

- (a) Be registered within India
- (b) Have majority ownership by Nationals of India
- (c) Not sub-contract more than 80% of the works measured in terms of value, to Foreign Contractors.

For (c) above an original certificate from practicing Chartered Accountants indicating therein various details which could establish that not more than 80% of the works measured in terms of value has been sub-contracted to Foreign contractors must be furnished to OIL (in unpriced techno-commercial bid). It must be noted that above information so furnished, if at any stage found wrong, incorrect or misleading, will attract action as per rules / law.

(ii) **Purchase Preference to central PSUs:** Deleted.

6.0 **Custom Duty & Excise Duty**: The services under this Contract shall be carried out in ML/PEL areas of the Company issued or renewed to Company after 01/04/99 and therefore, imports under this Contract is presently exempted from Customs Duty. Further, Excise Duty on the Consumables/Additives/Chemicals to be supplied by bidder under this contract from indigenous sources, if any, shall be zero. Bidders should take note of the same while quoting. No customs duty and Excise Duty are therefore considered for evaluation.

END OF PART - 2

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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) "**The Contract**" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**The Contract Price**" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "**The Work**" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference/Scope of Work.
- (d) "**Company**" or "OIL" means Oil India Limited;
- (e) "**Contractor**" means the Contractor performing the work under this Contract.
- (f) "**Contractor's Personnel**" mean the personnel to be provided by the Contractor (including their sub contractor's personnel) to provide services as per the contract.
- (g) "**Equipment**" means the deliverable items as specified in Section II.
- (h) "Services" means the work specified in Section II and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- (i) "**Specification**" means the description of the Equipment and/or Services set out in **Section II**.

2.0 EFFECTIVE DATE, MOBILISATION , DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT:

2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies bidder in writing (through Letter of Award) that it has been awarded the contract. This date shall be treated as the Effective Date of the Contract.

2.2 **MOBILISATION TIME:** The mobilization of Tools & equipment, personnel etc. should be completed by Contractor within 90 days from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's

equipment and manpower are placed at Company's nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's representative.

2.3 DATE OF COMMENCEMENT OF CONTRACT : The date on which the mobilization is completed in all respects is treated as date of Commencement of Contract.

2.4 DURATION OF CONTRACT: The Contract shall be for a period of 2 (two) years from the commencement date of the Contract with an option to extend the contract period for another 1 (one) year at the discretion of Company at the same rates, terms and conditions. The terms and conditions shall continue until the completion of Cementing Services in the last well being drilled under the Contract and upon issue of demobilization notice by Company.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR: Bidder shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Scope of Work/Terms of Reference (Section-II) in most economic and cost effective manner.

3.2 Except as otherwise provided in the Scope of Work/Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.

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

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

3.5 Bidder will provide all necessary supervision during the performance of the services and as long thereafter within the warranty period of this contract for proper fulfilling of Contractor's obligations under the Contract.

3.6 The equipment as specified in Section-II will be used for OIL's operation exclusively during the entire contract period of one year and any extension thereof.

3.7 Bidder shall strictly follow all the statutory norms and guidelines issued by the various Government agencies in regards to safety & environmental issues.

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

4.1 Pay Bidder in accordance with terms and conditions of the contract.

4.2 Allow Bidder and his personnel 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 required of Company by the terms of the contract.

5.0 PERSONNEL TO BE DEPLOYED BY BIDDER

5.1 Bidder will provide competent, qualified and sufficiently experienced personnel 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, Bidder, entirely at their own expense, shall remove within seven (7) days any of their personnel from assignment to the work, 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 Bidder 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/well site, enroute / local boarding, lodging, medical attention, Safety & Security etc. Company shall have no liability or responsibility in this regard.

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

6.0 WARRANTY AND REMEDY OF DEFECTS

6.1 Bidder warrants that they shall perform the work in a 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 and standards 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 Bidder.

6.2 Should Company discover at any time during the execution of the Contract or within one year after completion of the operations that the Work carried out by the Contractor does not conform to the foregoing warranty, Bidder 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 Bidder'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 Bidder which the Bidder must pay promptly. In case Bidder 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 Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the

performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

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

7.3 Any document supplied to the Bidder 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 Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/maps provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to any one other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

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 this contract will be on Bidder's account.

8.2 Bidder shall be responsible for payment of personal taxes, if any, for all the personnel deployed.

8.3 The Bidder 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 this contract for submitting the same to the Tax authorities, on specific request from them. Bidder shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Bidder 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 Bidder.

8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Bidder 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.

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

8.7 Corporate and personnel taxes on Bidder shall be the liability of the Bidder and the Company shall not assume any responsibility on this account.

8.8 All local taxes(including Assam Entry Tax), levies and duties, sales tax, octroi, etc. on purchases and sales made by Bidder (except customs duty) shall be

borne by the Bidder. Sales tax/Work contracts tax(including VAT) levied, if any, on rental/crew/other charges under this Agreement shall be to Contractor's account. Road Permits for entry/exit of goods from Assam will be arranged by the Contractor and Company will not take any responsibility.

8.9 Service tax: Service Tax as applicable shall be extra on Company's account. However, liability for payment of the service tax in case of Indian bidder will lie on contractor while in case of the foreign bidder, the liability shall lie on the Company.

9.0 INSURANCE:

9.1 The Bidder shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Bidder or its subcontractor during the currency of the contract.

9.2 Bidder shall at all time during the currency of the contract provide, pay for and maintain the following insurance 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 Act 1991 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 Bidder required to fulfill the provisions under this contract.
- d) Bidder's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- 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 as governed by Indian Insurance regulations.

9.3 Bidder shall obtain additional insurance or revise the limits of existing insurance as per Company's request, if insurance coverage is found to be not adequate for performing jobs under the contract, in which case additional cost shall be to Bidder's account.

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

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

9.6 If any of the above policies expire or are cancelled during the term of this contract and Bidder fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Bidder. Should there be a lapse in any insurance required to be carried out by the Bidder for any reason

whatsoever, loss/damage claims resulting there from shall be to the sole account of Bidder.

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

9.8 All insurance taken out by Bidder or his sub-Contractor 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 mutually agreed within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Bidder shall perform the work as changed. Changes of this nature will be effected by written order (Change Order) by the Company.

10.2 If any change result in an increase in compensation due to Bidder or in a credit due to Company, Bidder 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 (Section IV). Upon review of Bidder's estimate, Bidder 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 Bidder disagrees with compensation or credit set forth in the Change Order, Bidder shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Bidder'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 required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Bidder) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders 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 the 'Force Majeure rate' shall apply for the first fifteen days. Either party will have the right to terminate the contract if such 'Force Majeure' condition continues beyond

fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.

12.0 TERMINATION:

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Bidder at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this Contract and all the Bidder's rights and privileges hereunder, shall stand terminated forthwith.

12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Bidder is, not as per the scope of the work as specified in the contract, the Company shall notify the Bidder in writing and specify in details the cause. The Company shall have the option to terminate this Contract by giving 15 days notice in writing to the Bidder, if Bidder fails to comply with the requisitions contained in the said written notice issued by the Company,

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Bidder's rights and / or obligations under this Contract and/or the Bidder's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

12.6 If at any time during the term of this Contract, breakdown of Bidder's equipment results in Bidder being unable to perform their obligations hereunder for a period of 30 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Bidder due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Bidder except for payment of services as per the Contract upto the date of termination.

12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the

period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 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 Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

Company

a) **For contractual matters**

Head (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Fax No. 91-374-2803549
Email: contracts@oilindia.in

b) **For Technical matters**

General Manager (OD&RS)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India

c) **Contractor**

Tel No. :
Fax No. :
Email :

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

15.0 SUBCONTRACTING: Bidder shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

16.0 MISCELLANEOUS PROVISIONS:

16.1 Bidder 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.

16.2 Bidder 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.

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

16.4 Key personnel can not be changed during the tenure of the Contract except due to sickness/death/resignation/termination of the personnel in which case the replaced person should have minimum experience and qualification which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

17.1 Time is the essence of this Contract. In the event of the Bidder's default in timely mobilization for commencement of operations within the stipulated period, the Bidder shall be liable to pay liquidated damages at the rate of 0.5 % 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 commencement of Contract as defined in Clause No. 2.0 of Section - I.

17.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the bidder to mobilize and commence operation within the stipulated period.

18.0 PERFORMANCE SECURITY: The Bidder has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of total Contract cost) valid till _____ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Bidder's failure to fulfill their obligations under the Contract. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

18.1 In the event of any extension of the Contract period, additional Bank Guarantee equivalent to 10% of total Contract cost for the additional period/wells

should be submitted by the Contractor with a validity of three months more after the expiry of the extended contract period. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineer will be associated with the work through out the operations. The Bidder shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed international oil companies in the petroleum industry.

20.0 LABOUR: The recruitment of the labour, if any, shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract labour (Regulation and Abolition) Act, 1970.

21.0 LIABILITY:

21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Bidders, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Bidder or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, Bidder and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its servants, agents, nominees, assignees, Bidder, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Bidder and/or of its Bidder or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Bidder and sub-contractors. Bidder shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

21.3 The Bidder hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Bidder and sub-contractors for loss or damage to the equipment of the Bidder and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

21.5 Except as otherwise expressly provided, neither Bidder nor its servants, agents, nominees, Bidder or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Bidders or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Bidder and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Bidder from and against such loss or damage and any suit, claim or expense resulting there from.

21.6 Neither Bidder nor its servants, agents, nominees, assignees, Bidders, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Bidders or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Bidders and sub-contractors. Company shall protect, defend indemnify and hold harmless Bidder from and against such liabilities and any suit, claim or expense resulting there from.

21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Bidder and /or its underwriters, servants, agents, nominees, assignees, Bidder and sub-contractors for loss or damage to the equipment of Company and/or its Bidder sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

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

23.0 INDEMNITY AGREEMENT:

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

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

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

25.0 PAYMENT, MANNER OF PAYMENT, RATES OF PAYMENT & INVOICING PROCEDURE:

25.1 Company shall pay to Bidder, during the term of the contract, the amount due 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. All payments will be made in accordance with the terms hereinafter described.

25.1.1 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

25.2 **MANNER OF PAYMENT** : All payments due by Company to Bidder shall be made at Contractor's designated bank. All bank charges will be to Bidder'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 Bidder written notice of objection to any item or items the validity of which Company questions.

25.4 **INVOICES** : Contractor shall raise Invoices for Mobilization charges only upon completion of mobilization (after commencing of operation at the first well), submission /production of appropriate inventory documents, and physical verification by Company representative.

25.5 The Company will issue necessary work-order/job ticket for individual job(s). Contractor shall immediately after completion of each job submit the Job tickets, for certification by the Company's Representative. Certified job tickets are to accompany the invoices / bills submitted after completion of each job. Such job tickets must be accompanied by the detailed job completion report.

25.6 Billings for daily charges will reflect details of time spent (calculated to the nearest quarter hours) and the rates charged for that time. This should be in the form of monthly time analysis chart(s).

25.7 Bidder will submit 6(six) sets of all invoices to Company address given under **para 14.1 (b)** duly superscribed 'Original' and 'copy' as applicable for processing of payment. Separate invoices for the charges payable under the contract shall be submitted by the bidder for foreign currency and Indian currency.

25.8 Contractor shall submit invoices to Company on the day following the end of each month for all daily or monthly charges due to the Contractor.

25.9 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.

25.10 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to one month) may occur.

25.11 Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.

25.12 Payment of other invoices as set forth in Clause 25.11 shall be made within 30 days following the date of receipt of the invoices by Company.

25.13 Company shall within 20 days of receipt of the invoice notify Bidder 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. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub-clause **25.3** above.

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

25.15 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Bidder :

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

In case, no demobilization charges are payable the documents mentioned above will have to be submitted by the Bidder before release of the final payment by the company.

25.16 Bidder shall maintain complete and correct records of all information on which Bidder's invoices are based upto 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by Company of Bidder's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Bidder to Company and (ii) that Bidder is otherwise in compliance with the terms and conditions of this Agreement.

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

- a) For non-completion of jobs assigned as per Section-II.
- b) Bidder's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Bidder.
- d) Claims by sub-Contractor of Bidder or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Bidder.
- e) Failure of Bidder to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc.
- f) Failure of Bidder to pay the cost of removal of unnecessary materials, tools, or machinery from the work site.
- g) Damage to another contractor's man and materials working for the Company.
- h) All claims against Bidder for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Bidder to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Bidder 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 Bidder shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Bidder, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

27.0 APPLICABLE LAW:

27.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh(Assam).

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

- a) The Mines Act - as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) Assam, WB & Bihar Tax Act including VAT & Entry Tax Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Environment Protection Act
- q) Public Liability Act

27.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

27.4 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours by the Contractor, if required, shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any

breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

27.5 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.

28.0 RECORDS, REPORTS AND INSPECTION: The Bidder shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Bidder shall keep an authentic, accurate history and logs including safety records at all reasonable times for inspection by the Company's designated representatives and its authorised employees and representatives. The Bidder shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours. The Bidder shall not, without Company's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

29.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of submission of bid by the Bidders, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Bidder on account of the operation under the Contract, the Company/ Bidder shall reimburse/pay Bidder/Company for such additional/reduced costs actually incurred.

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

31.0 WAIVER & 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.

32.0 POLLUTION AND CONTAMINATION:

32.1 Contractor shall be responsible for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/ operation unless such pollution or contamination is for reasons beyond the control of Contractor.

END OF SECTION - I

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SECTION - II

SCOPE OF WORK / TERMS OF REFERENCE

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

2.0 SUB-SURFACE INFORMATION:

Overburden gradient v/s depth : Normal

Brief Geological Information of the Area of Operation:

May be collected from OIL at appropriate time if required for the wells for which services are required.

Temperature Range:

Ranging from about 60 degree Celsius to 120 degree Celsius primarily which may vary depending on well- depth.

Depth Range: About 2750m to 4950m mostly which may exceed in some cases up to 6000m.

Sub Surface Pressure: Sub-hydrostatic to about 500 PSI above hydrostatic.

Loss Circulation: Severe loss circulation is not expected. However, probability can not be ruled out.

3.0 **Casing Policy :** General 3-stage & 4-stage casing policies shown below.

TABLE - 1

TENTATIVE CASING POLICY

FOUR STAGE :

Casing sizes	20"	13.3/8"	9.5/8"	5.1/2"
Setting depth	150m	1800m	3800m	4500m
Expected cement rise	Surface	Surface	100m inside 133/8" csg	100m inside 95/8" csg.

THREE STAGE:

Casing sizes	13.3/8"	9.5/8"	5.1/2"
Setting depth	150m	2000m	3800m
Expected cement rise	Surface	Surface	100m inside 95/8" csg.

HORIZONTAL WELLS :

Casing/ Liner sizes	13.3/8” Csg	9.5/8” Csg	7” Liner	4.1/2” Slotted Liner
Setting depth	150m	2000m	3200m	3550
Expected cement rise	Surface	Surface	30m inside 95/8” csg.	Not cemented

NOTE : The above is a tentative policy. The Setting depths might change depending on hydrocarbon shows and drilling conditions.

4.0 DESCRIPTION OF WORK

The scope of work involved, equipment required as well as expected quantum of jobs to be performed during a period of initial two years furnished in Annexure – I, Annexure – II & Annexure - III respectively in this Section. However, number of rigs and quantum of job may vary depending upon various drilling activities to be taken up by the Company during the course of the contract and need to be attended by the Contractor. The Contractor following mobilization of crew and equipment, will be required to provide the intended services as desired by the Company as and when required in line with the contractual terms.

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SECTION - II**DETAILS OF SERVICES TO BE PERFORMED BY THE CONTRACTOR**

- 1) To provide services of Cementing Programme, Design of cement slurry, preflush, weighted preflush(if any) and pumping rate etc. for the wells to be cemented.
- 2) Supply of cement additives as per Annexure- 1 of Proforma-III
- 3) Primary cementing jobs. (oil/gas wells)
- 4) Two stage cementing jobs.
- 5) Cement/ Barytes/ Bentonite – plug jobs through drill pipe/tubing using diverter sub.
- 6) To provide cementing unit and perform cementing operation by using the unit.
- 7) To maintain and service all equipment belonging to contractor and thus avoid downtime.
- 8) To carry out relevant API and other tests on cement Slurry with additives in the nearest reputed laboratory as per the testing conditions and cement slurry properties given in the Annexure-IV, Section-II.
 - ✓ Cement slurry density.
 - ✓ Cement slurry consistency
 - ✓ API fluid loss at 1000 psi and BHT (Static & Dynamic)
 - ✓ Thickening time as per API schedule.
 - ✓ Free water as per API schedule.
 - ✓ Compressive strength (24 hours and 72 hours as per API schedule.
- 9) To perform squeeze job by using OIL's retrievable packer/cement retainer on mutually agreed terms & conditions.
- 10) Any other jobs generally connected with such services or bringing-in a well to health should be provided by the Contractor when called upon to do so including supply of extra items/equipment/cement additives (on mutually agreed terms & conditions).
- 11) Horizontal wells liner cementing job.
- 12) J-BEND wells cementing job.
- 13) Any other liner cementing jobs.
- 14) Under balanced cementing jobs.
- 15) To provide the casing stand-off design.

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SECTION – II

**DETAILS OF EQUIPMENT AND PERSONNEL
TO BE DEPLOYED BY THE CONTRACTOR**

1. CEMENTING UNIT :

SPECIFICATIONS :

The cementing unit should be a twin pump high pressure pumping unit suitable for all types of pressure pumping services including cementing services. The unit should be mobile, self driven or trailer mounted with stand-by horse unit, having self contained centrifugal supercharger pumps, mixing pump, hoppers with hopper manifold.

The cementing unit should be complete with but not limited to the following:

- a) The twin pumping unit must be capable of achieving a maximum pumping pressure of 10,000 PSI and maximum pumping rate of 12 US Barrels per minute. The pumps should have safety valves can be set at any pressure as desired.
- b) **Prime Mover** : The pumping unit should be powered by two diesel engines, each delivering 320 BHP (Minimum). The engines should have self contained system for air or electric start.
- c) **Pumps** : Two numbers single acting triplex pumps, having a minimum output of 220 HP each. Pumps should have interchangeable fluid end sizes to vary the maximum rate and pressure output. Piping system on pump unit should allow for,
 - i) Filling of either side of the displacement tank independently of pumping operations.
 - ii) Direct gravity feed to one or both pumps from the displacement tanks or
 - iii) Pressurised feed via centrifugal pressuring pump to one or both of the pumps.
 - iv) Suction feed (pressurized) from the cement mixing system to one or both the pumps.

One or both the pumps should deliver fluid through the high pressure manifold simultaneously. The high pressure manifold should be rated 10,000 PSI working pressure. The high pressure manifold should have valve-arrangement to permit one or both the pumps to circulate back to the displacement tank.

- d) **Recirculation cement Mixing System**: Recirculation equipment consisting of recirculating mixer used in conjunction with a two compartment, 8-10 bbls. Mixing tub equipped with a turbine agitator

in each compartment. Recirculation equipment which uses enhanced high-shearing jet mixing system is also acceptable.

- e) **Displacement Tanks**: Twin calibrated displacement tanks graduated in 0.5 bbls. Increments and holding a minimum of 10 bbls each for a measured total of 20 bbls minimum.
- f) **Central Control Console** : All controls should be centrally located on the operating platform of the unit at a control panel. The controls must include;
 - i) All engine functions and diagnostic gauges for engine parameters(Oil pressure, temperature, transmission temperature and pressure).
 - ii) Air actuated controls for all low pressure valve systems.
 - iii) Cement mixing controls tied in to the mixing system.
 - iv) Pump rate gauge for each pump with a totaliser.
 - v) Pressure gauges for each pump
 - vi) Centrifugal hydraulic pressure gauges.
 - vii) All safety control system.
- g) **Safety System** : The cementing unit must incorporate adequate safety systems to avoid damage to the equipment or personal injury in the case of over pressurization.
- h) Full sensor package of advanced technology (without presence radioactive source/sensor) for monitoring & recording pumping parameters including rate, pressure and density. All parameters to be centrally recorded on the PACR which should allow parameters to be viewed on a digital display and also record them so that data can be viewed, recovered, transmitted digitally and both soft & hard copies can be made.
- i) 2", 15,000 PSI high pressure line with necessary adaptors / connectors to connect cementing unit to circulating / cementing head at derrick floor / cellar.

2. OTHER CEMENTING EQUIPMENT :

A. Cementing Head with Quick Change Adaptor & 10000 PSI Suitable Manifold:

- i) 13.3/8" Standard double plug cementing head (not less than 4000 PSI) with quick coupler/adaptor having bottom buttress pin thread connection for 13.3/8" casing – 1 No.
- ii) 9. 5/8" Standard double plug cementing head (5000 PSI) with quick coupler/adaptor having bottom buttress pin thread connection for 9. 5/8" casing – 1 No.

- iii) 7" Standard double plug cementing head (5000 PSI) with quick coupler/adaptor having bottom buttress pin thread connection for 7" casing – 1 No.
- iv) 5.1/2" Standard double plug cementing head (5000 PSI) with quick coupler/adaptor having bottom buttress pin thread connection for 5. 1/2" casing – 1 No.
- v) Adequate spares like "O" ring etc. for above.

B. Chiksan Loops:

2" Chiksan loops of 8ft/12ft length each & 6000 PSI rating with minimum having suitable hammer unions and adaptor to connect with the manifold of the Cementing heads as well as Cementing Unit- Total length of 120ft minimum.

C. VINTAGE OF EQUIPMENT AND TOOLS :

- i. Cementing unit and surface tools/ Equipment must not be of more than 10 (ten) years old as on bid closing date counted from the date of manufacture. Bidders must submit a certificate along with their technical bids confirming the vintage and certifying that all the Equipment/Tools will be deployed in well maintained and perfect working condition.
- ii. All down hole equipment must be new or in first class working condition, completely redressed with new parts and contractor shall guarantee its satisfactory performance.

3) CONSUMABLES :

Oil well API, Class 'G' Cement and cementing water would be provided by OIL. Necessary additives will be provided by the Contractor. **Company shall reimburse the cost of such additives/ items at actual to the Contractor against submission of documentary evidences.** However, Diesel for Contractor's Unit shall be arranged by Contractor.

Top/ Bottom cement plugs as required will be provided by OIL.

Contractor shall supply the Chemicals/Additives under Proforma – B1 in staggered manner depending on well requirement in lots to be decided by Company in consultation with Contractor after award of contract.

4) BLENDING, TRANSPORTATION TO WELL SITE ETC :

Necessary additives will be mixed with gauging water (wet blending) by Contractor's personals as per their design. Required cement additives for gauging water and preflush will be supplied by the Contractor. However, API class 'G' cement will be supplied and required volume will be transferred to well site storage silo by OIL. Necessary feed to cementing hoppers/ Surge Tank will be done by OIL's personnel through pneumatic arrangement.

5) REQUIREMENT OF PERSONNEL :

- a) The Contractor will deploy 01 (one) competent, qualified, adequately experienced and trained cementing/servicing Engineer with minimum five (05) years independent experience from the closing date of Tender in deep well primary & secondary cementing jobs for carrying out jobs as mentioned in scope of work correctly and efficiently. However, if the Contractor deploys more than one personnel for assisting their engineer towards performance of any specific job at well site during the currency of contract, Company will not pay for such additional man-power.
- b) Personnel provided by the Bidder must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Bidder must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.
- c) The Cementing Engineer should be at base office on continuous 24 hours a day basis and should work 28 days on and off basis or as per standard oilfield practice permissible under law. Alternatively Cementing Engineer may be deployed on call out basis if decided by OIL.
- d) The cementing engineer will co-ordinate with Company representative in sending cement, well site water and other samples to their base laboratory for design of slurry before field operation.
- e) Before actual deployment of suitable Engineer, the Contractor must submit the bio-data of proposed personnel and obtain clearance from the Company.
- f) Provision of PPE (personal protective equipment) for contractor's personnel will be the responsibility of the contractor.
- g) Personnel deployed by the Bidder should be fluent in English/local language.

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SECTION – II

**QUANTUM OF JOBS TO BE PERFORMED DURING
THE CONTRACTUAL PERIOD**

The number of jobs anticipated during the initial two years period is as under. However, the actual quantity may vary depending upon the well situation during the course of operations.

1. Estimated Primary Cementing Jobs :

During First year : 30 Nos.

During Second year : 30 Nos.

2. Estimated Cement Plug Jobs :

During First year : 08 Nos.

During Second year : 08 Nos.

3. Estimated Cement Squeeze Jobs :

During First year : 10 Nos.

During Second year : 10 Nos.

4. Estimated Liner cementation jobs :(including vertical, horizontal & J – bend wells)

During first year----- : 05 Nos.

During Second year----- : 05 Nos.

NOTE :

- a) Tentative Casing Policy has been furnished in Table-1 above, however range, casing sizes and depth of various jobs may vary well to well as per the well policy.
- b) Two stage cementation jobs of 13.3/8”, 95/8” casing to be carried out as and when required (Suitable Stage Collars & accessories will be provided by OIL).
- c) Quantum of the above indicated jobs are tentative only and may vary to some extent as per OIL’s requirement.

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SECTION - II**1.0 DESCRIPTION OF ITEMS : CEMENT ADDITIVES****NUMBER OF PACKAGES FOR 2 YEARS REQUIREMENT (1package = 1MT)**

- i) **PACKAGE - 1 (60 - 90°C) – 30 + 16 = 46 jobs - Oil String cementing without Silica Flour, = 2200 package
Plug at deeper depth, etc (± 3500 M)**
- ii) **PACKAGE - 2 (90 - 110°C) - 15 jobs - Oil String cementing with silica flour (± 4000 M) = 945 package**
- iii) **PACKAGE - 3 (90 - 110°C) - 15 jobs - Oil String cementing with Gas block additives (± 4000 M) = 945 package**
- iv) **PACKAGE - 4 (BHCT-80 - 100°C, BHT- 100 -120°C) - 20 jobs- Squeeze jobs = 70 package**
- v) **PACKAGE - 5 (60 - 90°C) - 10 jobs- liner jobs = 263 package**

2.0 RECOMMENDED PRESSURE - TEMPERATURE RANGE, TESTING CONDITIONS AND CEMENT SLURRY PROPERTIES FOR DIFFERENT PACKAGES :**2.1 PACKAGE-1: Cement additives for temperature range 60-90°C BHCT : 2200 packages along with defoamer. Test report will be assessed at 90°C**

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type and fresh water, having a specific gravity 1.90 (118 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder free from visible impurities
2.2	Solubility in water	Additives should be soluble or dispersible in fresh water
2.3	Moisture content% by mass determined at 60-90°C	10.0(max)
3.0	SLURRY PROPERTIES	
3.1	Setting time at 90°C and atmospheric pressure	Measurement not required
3.2	Thickening time at HTHP consistometer at 60-90°C and 6500 psi (Pressure to be raised in 44 minutes)	300 minutes (Min)
3.3	Water loss as per API	100 ml/30 min(Max)
3.4	Free water as per API	1.4%(Max)
3.5	Initial consistency	10 BC (Max)
3.6	24 hrs compressive strength at BHCT 60 -90°C & 7000 psi	2000 psi (Min) at 90°C BHCT
3.7	Critical Velocity	6ft/sec in 3" equivalent diameter (max)
4.0	TESTING PARAMETERS	

4.1	BHCT	60 - 90°C to test at 90°C
4.2	Bottom hole pressure	7000 psi
4.3	Time to raise temp. and pressure	44 minutes
4.4	Slurry specific gravity	1.90(118lbs/cft)

2.2 PACKAGE-2: Cement additives for temperature range 90-110°C BHCT - With 35% Silica flour (BWOC) : 945 packages along with defoamer. Test report will be assessed at 100°C

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type and fresh water, having a specific gravity 1.90 (118 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder free from visible impurities
2.2	Solubility in water	Additives should be soluble or dispersible in fresh water
2.3	Moisture content% by mass determined at 90-110°C	10.0(max)
3	SLURRY PROPERTIES	
3.1	Setting time at 110°C and atmospheric pressure	Measurement not required
3.2	Thickening time at HTHP consistometer at 90-110°C and 8500 psi (Pressure to be raised in 44 minutes)	300 minutes (Min)
3.3	Water loss as per API	100 ml/30 min(Max)
3.4	Free water as per API	1.4%(Max)
3.5	Initial consistency	10 BC (Max)
3.6	24 hrs compressive strength at BHCT 90 -110°C & 8500 psi	2000 psi (Min) at 100°C BHCT
3.7	Critical Velocity	6ft/sec in 3" equivalent diameter (max)
4	TESTING PARAMETERS	
4.1	BHCT	90 - 110°C to test at 100°C
4.2	Bottom hole pressure	8500 psi
4.3	Time to raise temp. and pressure	44 minutes
4.4	Slurry specific gravity	1.90(118lbs/cft)

2.3 PACKAGE-3: Cement additives for temperature range 90 - 110°C BHCT -for Gas tight slurry With 35% Silica flour (BWOC) : 945 packages along with defoamer. Test report will be assessed at 100°C

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type and fresh water, having a specific gravity 1.90 (118 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder free from visible impurities
2.2	Solubility in water	Additives should be soluble or dispersible in fresh water
2.3	Moisture content% by mass determined at 90-110°C	10.0(max)
3	SLURRY PROPERTIES	

3.1	Setting time at 110°C and atmospheric pressure	Measurement not required 300 minutes (Min)
3.2	Thickening time at HTHP consistometer at 90-110°C and 8500 psi (Pressure to be raised in 44 minutes).	
3.3	Water loss as per API	50 ml/30 min(Max)
3.4	Free water as per API	nil
3.5	Initial consistency	15 BC (Max)
3.6	24 hrs compressive strength at BHCT 90 -110°C & 8500 psi	2000 psi (Min) at 100°C BHCT 8.5 ft/sec in 3" equivalent diameter (max)
3.7	Critical Velocity	
4	TESTING PARAMETERS	
4.1	BHCT	90 - 110°C to test at 100°C
4.2	Bottom hole pressure	8500 psi
4.3	Time to raise temp. and pressure	44 minutes
4.4	Slurry specific gravity	1.90(118lbs/cft)

**2.4 PACKAGE-4: Cement additives for temperature range 90 - 110°C
BHCT (BHT-100 - 120°C) Squeeze job : 70 packages along with defoamer.
Test report will be assessed at 100°C**

1	SLURRY TYPE	Cement slurry design should consists of API class 'G' HSR type and fresh water, having a specific gravity 1.84 (115 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder free from visible impurities
2.2	Solubility in water	Additives should be soluble or dispersible in fresh water
2.3	Moisture content% by mass determined at 90-110°C	10.0(max)
3	SLURRY PROPERTIES	
3.1	Setting time at 110°C and atmospheric pressure	Measurement not required
3.2	Thickening time at HTHP consistometer at 90-110°C and 8500 psi (Pressure to be raised in 44 minutes)	300 minutes (Min)
3.3	Water loss as per API	50 ml/30 min(Max)
3.4	Free water as per API	nil
3.5	Initial consistency	15 BC (Max)
3.6	24 hrs compressive strength at BHCT 90 -110°C & 8500 psi	2000 psi (Min) at 100°C BHCT 8.5 ft/sec in 3" equivalent diameter (max)
3.7	Critical Velocity	
4	TESTING PARAMETERS	
4.1	BHCT	90 - 110°C to test at 100°C
4.2	Bottom hole pressure	8500 psi
4.3	Time to raise temp. and pressure	44 minutes
4.4	Slurry specific gravity	1.90(118lbs/cft)

**2.5 PACKAGE-5: Cement additives for temperature range 60 - 90°C
BHCT (Liner for Horizontal wells) : 263 packages along with defoamer.
Test report will be assessed at 90°C**

1	SLURRY TYPE	Cement slurry design should consists of API class'G' HSR type and fresh water, having a specific gravity 1.90 (118 lbs/cft)
2	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free flowing powder free from visible impurities
2.2	Solubility in water	Additives should be soluble or dispersible in fresh water
2.3	Moisture content% by mass determined at 60-90°C	10.0(max)
3	SLURRY PROPERTIES	
3.1	Setting time at 90°C and atmospheric pressure	Measurement not required
3.2	Thickening time at HTHP consistometer at 60-90°C and 6500 psi (Pressure to be raised in 44 minutes)	300 minutes (Min)
3.3	Water loss as per API	20 ml/30 min(Max)
3.4	Free water as per API	Nil
3.5	Initial consistency	10 BC (Max)
3.6	24 hrs compressive strength at BHCT 60 -90°C & 7000 psi	2000 psi (Min) at 90°C BHCT
3.7	Critical Velocity	6ft/sec in 3" equivalent diameter (max)
4	TESTING PARAMETERS	
4.1	BHCT	60 - 90°C to test at 90°C
4.2	Bottom hole pressure	7000 psi
4.3	Time to raise temp. and pressure	44 minutes
4.4	Slurry specific gravity	1.90(118lbs/cft)

END OF SECTION – II

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SECTION - III

SPECIAL CONDITIONS OF CONTRACT

- 1.0 DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 “Equipment” means Cementing Unit complete with pumps, Prime Mover and other accessories and equipment as listed in the Contract.
 - 1.2 “Base Location” means where the Bidder will establish camp for their equipment and personnel. The Bidder has to carry out maintenance for the equipment in the base camp.
 - 1.3 “Operating Area” means those areas in Assam and Arunachal Pradesh where Cementing Operations will be carried out.
 - 1.4 “Site” means the land and other places, on/under/in or through which the works are to be executed by the Bidder and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
 - 1.5 “Company’s items” means the equipment, materials and services, which are to be provided by Company at the expense of Company.
 - 1.6 “Contractor’s items” means the Cementing Unit; materials and services, which are to be provided by Bidder to carryout the job satisfactorily which, are listed under terms of reference and technical specifications in Section - II.
 - 1.7 “Contractor’s personnel” means the personnel as mentioned under terms of reference and technical specification in Section - II, to be provided by Bidder to conduct operations hereunder.
 - 1.8 “Contractor’s representatives” means such persons duly appointed by the Bidder to act on Bidder’s behalf and notified in writing to the Company.
 - 1.9 “Day” means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
 - 1.10 Approval” as it relates to Company, means written approval.
 - 1.11 “Facility” means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement.
 - 1.12 “Cementing Operation” means all operations required to be carried out pursuant to this contract.

2.0 MOBILIZATION

- 2.1 The mobilization of the Unit with accessories shall commence on the date of receipt of the 'Letter of Award' awarding the Contract and continue until the complete Cementing Unit along with the personnel are properly positioned at the nominated location and Contractor is ready for commencing operation.
- 2.2 The contractor, following mobilization of the crew and equipment, will be required to provide services as and when required as desired by Company in line with the scope of work.
- 2.3 Mobilization charges will be payable only when the Unit along with all accessories (free of all defects / encumbrances) and operating personnel are positioned at base camp and ready to under take / commence the work under this contract.
- 3.0 **DEMOBILISATION:** Demobilization shall be completed by Bidder within 30 days of expiry / termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by Bidder except the consumables and spares. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Bidder's final settlement of bills. In the event all / part of the equipment etc. are transferred by Bidder within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Bidder shall be fully liable for payment of the customs duty.

4.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 4.1 Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes in operation steps/decision within the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
- 4.2 Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.

5.0 PROVISION OF PERSONNEL AND FACILITIES

- 5.1 The Contractor shall provide experienced personnel for the services. All the personnel to be deployed must have adequate experience (Ref. Section - II) and should be fluent in English language. On Company's request,

- Contractor shall remove and replace at their own expenses within a week, any of their personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behavior or whose presence is considered reasonably undesirable. The Contractor shall provide the supporting staff at their own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completion of mobilization for start of operations. The Contractor shall not deploy its personnel unless cleared by the Company.
- 5.2 The Contractor shall be responsible for, and shall provide for all requirements including accommodation of their personnel, and of their subcontractor, if any, including but not limited to their insurance, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no charge to the Company.
 - 5.3 The Contractor's Engineer at site shall have all the power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.
 - 5.4 The contractor will be responsible for arranging their base office and suitable arrangement to keep their Cementing Unit & other Equipment in Duliajan at their own cost. Cementing Unit along with other necessary equipment are to be mobilized from Duliajan base at appropriate time to site to take up cementing & related jobs without causing any delay in operation as and when advised by Company representative.
 - 5.5 Representative/ Cementing Engineer of the contractor will have to report everyday at designated Company-representative's office after award of contract.
 - 5.6 Contract should have their own suitable communication system at their base office in Duliajan to contact with OIL as well as their own office/personnel as and when required.
 - 5.7 The Contractor should maintain sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area.
 - 5.8 Contractor will provide all POL for operation of Contractor's Unit/equipment both at well-site and campsite at Contractor's cost. There shall be **no escalation** in the rates and others throughout the duration of the contract including extension, if any, on account of **any price increase in fuel / lubricants**.
 - 5.9 Zero day rate will be applicable for shutdown of Cementing operation on account of inadequate supply of Contractor's items, including but not limited to, POL, lubricants, personnel etc.

6.0 COMPANY'S REQUISITES

- 6.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.
- 6.2 If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.
- 6.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.

7.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT BASE AND AT WELL SITE :

- 7.1 Contractor shall provide food & services for their own personnel & its sub-contractor's personnel.
- 7.2 Contractor will arrange transportation of their personnel & equipment to and from well site to their base office at their own cost.
- 7.3 **Medical Facilities:** The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency case on payment basis.

8.0 CONTRACTOR'S SPECIAL OBLIGATIONS

- 8.1 **Safety:** Contractor shall observe such safety regulations in accordance with acceptable oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation.
- 8.2 **Security:** Security of Contractor's personnel as well as their equipment & accessories both at camp & work site shall be the responsibility of the Contractor and OIL shall not take any responsibility in this regard.
- 8.3 **Adverse Weather:** Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the equipment and personnel to the fullest possible extent.
- 8.4 **Amendments Of Completion Programme:** It is agreed that Contractor shall carry out Cementing Operations in accordance with the programme to be furnished by OIL, which may be amended from time to time by reasonable modification as OIL deems fit, in accordance with good oil field practices.

- 8.5 It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of Company provided, however, Company is authorised to designate its representative, who shall at all times have access to the Cementing Units, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative at well site as being in charge of Company's designated personnel at well site. The Company's representative may, amongst other duties, observe, test, check and control implementation of Cementing operations, equipment and inspect works performed by contractor or examine records kept at well site by Contractor.
- 8.6 Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to Cementing programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor requests, be confirmed in writing by Company's representative.
- 8.7 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing equipment/material to Work place shall be Bidder's responsibility. Company will provide necessary Essential Certificate, if required.
- 8.7 **OIL's Equipment:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to Contractor, the Contractor shall compensate OIL suitably.
- 8.8 **Blowout or Crater:** While carrying out any cementing operation, if any blowout or crater occurs due to negligence of Contractor, Contractor should take urgent necessary action to bring the well under control. If the bidder fails to control such situation and if OIL or any other third party is engaged, the Contractor shall bear the cost and expenses incurred thereon as mutually agreed upon and shall indemnify and hold Company harmless in this regard. This provision is not to be interpreted as Company assuming any liability for loss of property, damages, loss of life or injuries caused by such a blowout, except as otherwise provided under the terms and conditions of the contract.
- 8.9 **Pollution and Contamination:** Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows :
- 8.10 Bidder shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants etc. wholly in Contractor's possession and

control and/or directly associated with Contractor's equipment and facilities.

9.0 LOSS OR DAMAGE TO HOLE:

9.1 In the event, the well is damaged by dropping of any tool/ fish or any reason of willful acts or Bidder's gross negligence, Bidder's liability shall be to carry out the operations as required for rectification of damage of the well to the reasonable satisfaction of Company at Bidder's cost. However, no rate will be payable during the period.

10.0 DAMAGE OR LOSS OF THE CEMENTING UNITS:

- a) The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Cementing Unit and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the agents, nominees, assignees, Contractor and subcontractor, and Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.
- b) If the Cementing Unit is declared to be a total loss or damaged beyond repair and/or construed to be total loss, as determined by the applicable insurance coverage and the Contractor fails to replace the damaged Cementing unit with the similar unit, this contract shall be terminated in respect of the Unit as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that Cementing Unit, except for its payment of money then due or liabilities to be charged in respect of work already done under this contract in respect of that Cementing Unit. However, replacement for the damaged unit(s) shall be made within the stipulated time as mutually agreed.

11.0 CUSTOMS DUTY :

- 11.1 The Services under the Contract shall be carried out in PEL/ML areas renewed / issued to Company after 1.4.1999 and, therefore, imports under this Contract are presently exempted from customs duty. Company shall provide recommendatory letter to Directorate General of Hydrocarbons, New Delhi (DGH) for issuance of Essentiality Certificate (EC) to enable Contractor to import goods for providing services under this Contract at concessional (Nil) customs duty. Bidder should provide the list of items to be imported under this Contract in the format specified in Proforma-A for issuance of recommendatory letter to DGH. On shipment of goods as per Proforma-A, the Bidder shall intimate Company along with all shipping documents (with clear 15 working days notice) for arranging EC provided all the documents submitted by the Bidder are in order. Any consequences due to delay in providing EC will be to Company's account.
- 11.2 However, in the event customs duty is leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on contractor's

items as provided in Proforma-A or the actual whichever is less, provided contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of customs duty shall be arranged by Company and made available to the representatives of contractor at Calcutta within 3 working days after contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Calcutta. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for customs duty payment shall be limited / restricted to the tariff rates as assessed by the customs on the day of clearance, or as on the last day of the stipulated mobilization period in case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in customs duty on account of increase in value on these will be to the contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing customs officer and as a result any excess customs duty becomes payable, it shall be to contractor's account. Before filing Bill of landing, Bill of entry, the contractor must consult the Company to avoid payment of excess customs duty.

- 11.3 Bidder shall, however, arrange clearance of such items from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- 12.0 **RE-EXPORT** : In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure re-export of the Unit and accessories with all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.
- 13.0 CONFIDENTIALITY:** Bidder agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of well operations, including, but not limited to, formations encountered, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.
- 13.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by Company.
- 13.2 Bidder shall handover to Company all Company's documents or drafts concerning operations carried out and which are still in its possession before transferring the equipments /Unit to another sphere.

13.3 Bidder shall forbid access to the equipments /Unit to any people not involved in the well operations or not authorised by the Company to have access to the equipments /Unit, however, this provision is not applicable to any Government and/or police representative on duty.

14.0 RIGHTS AND PRIVILEGES OF COMPANY:

Company shall be entitled –

14.1 To check the Cementing Unit and other Contractor's items before the commencement of operation. If they are not found in good order or do not meet specifications as per Section- II or in case of non-availability of some of the Contractor's items listed therein, the Contractor may not be allowed for commencement until the Contractor has remedied such default.

14.2 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after Company's approval.

14.3 To check, at all times, Contractor's stock level, to inspect Bidder's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

14.4 To order suspension of operations while and whenever:

- a) Contractor's personnel is deemed by Company to be not satisfactory, or
- b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
- c) Contractor's equipment turns into a danger to personnel on or around the Cementing unit or to the well, or
- d) Contractor's insurance in connection with the operations hereunder is found by Company not to conform to the requirements set forth in the contract.
- e) Contractor fails to meet any of the provisions in the contract.
- f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

15.0 HEADINGS: The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

16.0 SHIFTING OF EQUIPMENT

16.1 Bidder shall take utmost care for the shifting of the equipment from the base camp to the first location and/or subsequent location(s) and back to the base camp within the specified time. The essence of time is important in this contract. The equipment to be shifted from one location to another location and also from the base as per the advice of Company's Representative and Bidder shall take reasonable time during shifting of their equipment.

16.2 The shifting of Cementing unit from the well site will include the clearing of all Bidder's equipment and materials and made free from pollution arising out of the operation.

17.0 PREVENTION OF FIRE AND BLOWOUTS

17.1 Bidder shall maintain their well control equipment in good condition at all times and shall take all possible steps to control and prevent the fire and blowouts to protect the hole. The Bidder shall be responsible for taking preventive and corrective measures for initial control of fire and blowouts.

17.2 Bidder shall test carry out all necessary pre-checks and pre-tests of the equipment/ accessories to ensure trouble free and safe operation prior to each job or as instructed by the Company's Representative. Bidder shall record results of all such tests in the daily job report.

18.0 **DISCIPLINE:** The Bidder shall maintain strict discipline and good order among their employees and their Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests, the Company shall notify Bidder in writing the reasons for requesting removal of such personnel. The Bidder shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

19.0 AREA OF OPERATION

The Company reserves the right to deploy the contractor for cementing services, at the same rates, terms and conditions anywhere in its oilfields in Assam primarily in and around Duliajan within the range of about 100km from Duliajan (i.e. in the districts of Tinsukia, Dibrugarh & Sibsagar). OIL also reserves the right to deploy the services on OIL's other operational area during the tenure of the contract with mutually agreed terms as regards to Mobilisation / Demobilisation charges.

END OF SECTION – III

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SECTION - IV

SCHEDULE OF RATES / PAYMENT

The bidder shall quote the following rates in their price bid as per the format given vide Proforma-B and Proforma-B1. The payment shall be made for the actual work done.

The rates payable by the Company under the full and proper performance of contractor's contractual obligations as per provisions of this contract will be as under.

1.0 MOBILISATION CHARGES :

1.1 Mobilization Charges should be quoted on lump sum basis as per price schedule format (Proforma - B) and should cover all local and foreign costs (if any) of the contractor to mobilize the equipment as per requirement (ref. Annexure-II, Section-II) and crew to Duliajan, Assam and also include all duties including custom duty, any other local and foreign taxes, port fees and inland transportation, Assam Entry Tax etc. Service tax as applicable will be paid by OIL.

1.2 Mobilisation will be completed when all the operating tools/equipment are received and tools/equipment are tested/calibrated to its rated specifications successfully along with crew at Duliajan, Assam.

1.3 Mobilisation charges will be payable when all equipment & crew are positioned to undertake/commence the work at the first location and duly certified by the Company's Engineer.

1.4 Any demurrage accrued on account of delay in clearance through customs if any will be on Contractor's account. The Company will provide necessary assistance to the extent possible if required for custom's clearance on receipt of request from the contractor and all such request must be made well in advance (at least 20 days).

1.5 The bidder will be required to furnish the details of the equipment as per Annexure-II of Section - II.

2.0 RENTAL CHARGES FOR EQUIPMENT PER MONTH :

Equipment, tools, accessories etc.(including Cementing Unit) required for performance of the services are furnished vide Annexure-II of Section-II for which bidders are to quote monthly rental charges per equipment as per Proforma-B. Rental charges for equipment for cementing services shall be applicable from the date of completion of mobilization. For calculation of hourly / day rate, the monthly rate will be prorated up to minimum of nearest half hour basis. The monthly rental charges should include supply of spares and consumables, replacement / maintenance cost and any other operational requirements if any during the contractual period.

3.0 COST OF ADDITIVES : As per Proforma - B1

4. PERSONNEL CHARGES PER MONTH:

- i) Personnel Charges should be quoted on Lump Sum basis as under which will include service fee for Cementing Engineers to be deployed by the contractor for execution of this contract. All charges related to mobilization and demobilization of Cementing Engineers to and from Drilling site to Contractors base including en-route expense will be the sole responsibility of the contractor.
- ii) One Cementing Engineer to be stationed on 24 hours a day basis at base office operational at Duliajan, Assam(India).

4.1 OPTIONAL :

Company may decide at a later date to avail the service of One Cementing Engineer on call out basis as and when required instead of on continuous basis. Bidders therefore must confirm categorically in their offer to provide the service of their Cementing Engineer on "Call-out" basis. Bidders should quote their charges on per Engineer per day on call out basis. The cost of this Optional charge however, will not be considered for evaluation of the offers.

- a) The contractor will have to deploy their Engineers at Duliajan within seventy two (72) hours from receipt of notice from Company when on call out basis.
- b) The personnel charges shall commence from the time contractor's engineer report at Duliajan and ceases when the Company representative at Duliajan serve notice for demobilization of personnel.
- c) For calculation of hourly rate, the monthly / day rate will be prorated up to minimum of nearest half hour.

5.0 OPERATIONAL CHARGES :

The bidders are to quote operational charges for various jobs shown in Annexure-III of Section-II (quantum of jobs to be performed) on per job basis. The operational charges shall include cost of slurry design, testing at contractor's own laboratory and actual cementing operation. Operational charges will be payable only on per job successfully completed basis.

6.0 DEMobilISATION CHARGES :

The demobilization charges should be quoted as Lump Sum charges as per price schedule format (Proforma-B) which will include all charges inclusive of demobilization of contractor's all equipments and crew from operational base, Duliajan.

7.0 DAY RATE FOR TOOLS / EQUIPMENT / PERSONNEL DURING FORCE MAJEURE:

- i) All rates quoted by bidder shall be restricted to 50% of respective charges under above circumstances. This will be considered as **FORCE MAJEURE RATE**.
- ii) The **Force Majeure Rate** shall be payable during the first 15 days period of force majeure in case of all operations. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

8.0 ZERO RATE :

Notwithstanding any provision in the contract, no charges shall be payable for the period, the job or activity assigned to the contractor is halted due to breakdown of Contractor's Cementing Unit, tools/equipment or non-availability of chemicals, key personnel or for any other reason whatsoever attributable to the Contractor.

GENERAL NOTE :

1.0 Company shall give notice to contractor to commence demobilization. Contractor will ensure that demobilization is completed within fifteen (30) days of notice from the Company. Company also reserves the right to serve notice for demobilization of any equipment at any point of time at its discretion during the contractual period and the monthly rental charges for equipment will be deducted accordingly.

2.0 All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export /re-export outside India will be to contractor's account.

3.0 Upon completion of duration of contract, the Contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment.

4.0 Documentary evidence regarding submission of returns and payment of tax for expatriate personnel engaged, if any by the contractor.

5.0 Proof of re-export of all items (excluding consumables consumed during the contract period) and also cancellation of re-export bond, if any.

6.0 Any other document as required by applicable Indian Laws and asked by Company.

7.0 Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".

8.0 Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per **Proforma - A**.

9.0 From the **Proforma-A**, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported out side India after completion of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (RE-EX).

10.0 Similarly from the **Proforma-A**, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the "PRICE BID FORMAT" as CIF (CONSUMABLES).

11.0 There will be **no De-Mobilization Charges payable** to the contractor for any personnel after termination of contract.

12.0 Contractor will carry out dismantling operation on receipt of instruction from Company.

END OF SECTION – IV

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LIST OF ITEMS (EQUIPMENT, TOOLS, ACCESSORIES, SPARES & CONSUMABLE) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE

Srl #	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".

(3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

PRICE SCHEDULE FORMAT

Srl. No.	Description	Unit	Qty	Unit Rate	Total Cost
A	Mobilisation Charges for Unit/Equipment & Personnel	Lump sum	1		
B	Demobilization charges for Unit/Equipment & Personnel	Lump sum	1		
C	Monthly rental rate of Equipment consisting of :	Month	24		
C1	Cementing Unit				
C2	Cementing head with quick change adaptor:				
	i) 13 3/8" standard dbl. plug cementing Head with BTC pin	Month	24		
	ii) 9.5/8" standard dbl. plug Cementing Head with BTC pin.	Month	24		
	iii) 7" standard dbl. plug cementing head with BTC pin.	Month	24		
	iv) 5.1/2" standard dbl. plug cementing head with BTC pin.	Month	24		
C3	2" Chiksan Loop	Ft	120		
D	Charges per Cementing Engineer per month on 24 hours basis	Month	24		
D1	OPTIONAL(Not to be considered for evaluation)				
	Charges per Cementing Engineer Per day	Per Day	530		
E	OPERATIONAL CHARGES				
E1	Charges per primary cement job	Each	60		
E2	Charges per cement plug job	Each	16		
E3	Charges per cement squeeze job	Each	20		
E4	Charges per liner cement job	Each	10		
	TOTAL OPERATIONAL CHARGES				
F	Cost of Additives Cost of Additives (As per Proforma-B1)	Lump sum			
G	ESTD. TOTAL CONTRACT COST INCLUDING ALL TAXES & DUTIES BUT EXCLUDING CUSTOMS DUTY AND SERVICE TAX,				

NOTES:

- 1.0 The bidder shall quote the following rates in their price bid as per the format given vide Proforma-B and Proforma-B1. The payment shall be made for the actual work done.
- 2.0 Break up of monthly equipment rental charges also to be quoted as per **Clause No. 2 of Section-IV. (Cost of the Optional Charge(D1) will not be considered for evaluation)**

Note: Operational charges shouldn't include equipment rental and charges towards personnel as the same are provisioned separately. Operational charges should include only the running cost if any exclusively during aforesaid operations.

- 3.0 Bidders are to quote the above prices inclusive of all taxes and duties (including custom duty if any), corporate/Personal taxes etc as applicable. Only Customs duty & Service taxes applicable if any will be borne by OIL.
- 4.0 The No. of months /days assumed above are only for evaluation purpose however, payment will be made on actual No. of months/days for which the crew and equipment are utilized/ engaged during the currency of the contract and for calculating hourly rates, the day rates and monthly rates will be prorated. Prorate calculation of rates/charges up to within (minimum) nearest half hour will be considered for payment purpose.
- 5.0 **Custom Duty & Excise Duty:** The services under this Contract shall be carried out in ML/PEL areas of the Company issued or renewed to Company after 01/04/99 and therefore, imports under this Contract is presently exempted from Customs Duty. Further, Excise Duty on the Consumables/Additives/Chemicals to be supplied by bidder under this contract from indigenous sources, if any, shall be zero. Bidders should take note of the same while quoting. No customs duty and Excise Duty are therefore considered for evaluation.

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PRICE SCHEDULE FOR CHEMICALS/ADDITIVES

Bidders should quote for each package separately and their offer shall be evaluated for each package separately as per Price Format given below :

Srl. No.	Description of Additives	Dose (%) BWOC	Qty Reqd. Per Package	No. of Packages	Total Qty in MT or Gallon	Unit FOB Rate/MT or Gal	Total FOB Cost
Pack age-1	60-90°C BHCT (Primary Cementing & Plug jobs)						
	Fluid Loss additives		MT	2200			
	Friction reducer		MT	2200			
	Defoamer		GAL	2200			
	Any other additives		MT	2200			
	Spacer		MT/GAL				
	Total FOB Port of Export value for the package						
	Total CIF Kolkata value for the package						
Total value for the package at site at Duliajan							
Pack age-2	90-110°C BHCT with 35% Silica Flour						
	Fluid Loss additives		MT	945			
	Friction reducer		MT	945			
	Retarder		MT	945			
	Defoamer		GAL	945			
	Any other additives		MT	945			
	Spacer		MT/GAL				
	Total FOB Port of Export value for the package						
Total CIF Kolkata value for the package							
Total value for the package at site at Duliajan							
Pack age-3	90-110°C BHCT with Gas Block additives & with 35% Silica Flour						
	Fluid Loss additives		MT	945			
	Friction reducer		MT	945			
	Retarder		MT	945			
	Defoamer		GAL	945			
	Gas Block Chemicals		MT	945			
Any Other Additives		MT					

	Spacer		MT/GAL			
	Total FOB Port of Export value for the package					
	Total CIF Kolkata value for the package					
	Total value for the package at site at Duliajan					
Pack age-4	80-100°C BHCT (BHT - 100 - 120°C), Squeeze job					
	Fluid Loss		MT	70		
	Friction reducer		MT	70		
	Retarder		MT	70		
	Defoamer		GAL	70		
	Any other additives		MT	70		
	Spacer		MT/GAL			
	Total FOB Port of Export value for the package					
	Total CIF Kolkata value for the package					
	Total value for the package at site at Duliajan					
Pack age-5	60-90°C BHCT Liner Cementing - Horizontal well					
	Fluid Loss		MT	70		
	Friction reducer		MT	70		
	Retarder		MT	70		
	Defoamer		GAL	70		
	Any other additives		MT	70		
	Spacer		MT/GAL			
	Total FOB Port of Export value for the package					
	Total CIF Kolkata value for the package					
	Total value for the package at site at Duliajan					
	GRAND TOTAL COST OF CHEMICALS/ADDITIVES					

4.0 SPECIFICATION OF CEMENT ADDITIVES ON PACKAGE BASIS

One package means cement additives required to blend 1(one) MT of OWC API class 'G' HSR cement. Cement additives may consist of Fluid Loss control additives, Friction reducer, Retarder, Gas block additives, Silica Flour, Defoamer and any other chemicals required to fulfill required specifications as given under the heading " Recommended Pressure-Temperature range, Testing conditions and cement slurry properties " to suit the pressure and temperature range.

Cement additives should be of powder form on package basis for different range of temperature, pressure and other testing parameters against each package suitable for entire temperature range. However defoamer and spacer chemicals in liquid form are acceptable.

Bidder should quote for total packages as mentioned against each package and should give their dosages of each chemical against each package (in % BWO)

or GHS in case of liquid chemical considering one sack = 35 kg=1 cft of Oil Well Cement).

Bidder should give total quantity of cement additive required against point no. 4.2 above for each temperature & pressure range, item wise for total no of packages separately.

Payment to the Contractor shall be made on actual consumption of the Cement Additives.

5.0 ILLUSTRATION :

Say for temperature range 90-110°C considering chemicals required to blend 1(one) MT of OWC API class 'G' HSR type & 35% silica flour (BWOC), gas tight slurry as one Package

Srl. No.	Description of Additives	Dose (%) BWOC	Qty Reqd. Per Package (MT) in Kg	No. of Packages	Total Qty in MT or Gallon	Unit FOB Rate/MT or Gal	Total FOB Cost
	Fluid Loss	0.6	6	P	6 x P	Q	6 x P x Q
	Friction reducer	0.4	4	P	4 x P	R	4 x P x R
	Retarder	0.4	4	P	4 x P	S	4 x P x S
	Defoamer	0.2	2	P	2 x P	T	2 x P x T
	Gas Block Chemicals	0.3	3	P	3 x P	U	3 x P x U
	Any other additives	0.2	2	P	2 x P	V	2 x P x V
	Spacer	Spacer Chemical @2 BBL per Package					

NOTE :

Bidder shall quote their cost for the above Chemicals on Duliajan(Assam) basis inclusive of all taxes and duties except Customs Duty which shall be to OIL's account, if applicable. Customs Duty against this tender shall be Nil and necessary Recommendatory letter for issue Essentiality Certificate shall be provided by OIL. Bidders should also note that Excise Duty for indigenous chemicals against this tender, if any, shall be NIL.

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BID FORM

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

Sub: Tender No. OIL/CCO/DRLG/GLOBAL/239/2009

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date both parties have signed the Contract.

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 _____ 2009.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE
(Only exceptions/deviations to be rendered)

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

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

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
(HEAD-CONTRACTS)
Duliajan, Assam, India, Pin - 786 602.

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

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the date _____ (calculated at 12(twelve) months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Intent No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's Tender# OIL/CCO/DRLG/GLOBAL/239/2009. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of this Contract;
 - (b) Section-II indicating the Terms of Reference/Scope of Work ;
 - (c) Section-III indicating the Special Terms & Condition;
 - (d) Section-IV indicating the Schedule of Rates/Payment

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.

FORM OF BID SECURITY (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED,
For Head(Contracts), Duliajan, Assam, India, Pin - 786 602.

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.: OIL/CCO/DRLG/GLOBAL/239/2009. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2009.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws 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.

PROFORMA LETTER OF AUTHORITY

TO
HEAD (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's Tender No. OIL/CCO/DRLG/GLOBAL/239/2009

We _____ confirm that Mr./Ms _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.