



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/PDNO/GLOBAL/240/2009 for Hiring of services for Sand Control through Gravel Pack in OIL's oilfields in Assam and Arunachal Pradesh,

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 services for Sand Control through Gravel Pack in OIL's oilfields in Assam & Arunachal Pradesh**. 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/PDNO/GLOBAL/240/2009 |
| (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\$ 23,000.00 or Rs. 10,00,000.00
- (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 120 days from date of issue of
Letter of Award(LOA) by OIL.
- (xii) Duration of the Contract: 8(eight) months from the date of
commencement of contract or time
required to complete 10(ten) Gravel
Pack jobs whichever earlier with
provision for extension at same rate,
terms and conditions for another
8(eight) months for another 10(ten)
wells.
- (xiii) Quantum of Liquidated Damage : @ $\frac{1}{2}$ % of total contract value for delay
for Default in Timely Mobilization per week or part thereof subject to
maximum of $7\frac{1}{2}$ %
- (xiv) Penalty for Delay in Timely : @15% of Operating Day Rate Charges
Execution of each Job of Equipment & Personnel for delay of
each day beyond scheduled time.
- (xv) 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**

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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) Quantum of liquidated damages for default in timely Mobilisation
- (ix) Penalty for delay in timely execution of each job
- (x) 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) Scope of Work/Terms of Reference,(Section-II)
- (f) Special Conditions of Contract, (Section-III)
- (g) Schedule of Rates, (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)
- (p) Bio-Data and Experience of Personnel, (Proforma-I)

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 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 3(three) 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 QUALIFICATION & EXPERIENCE :

1.1 The Bidder shall have the experience of successfully executing Gravel Pack operation for sand control in not less than 15 (fifteen) nos. of wells (Oil well/ gas well or injection wells) during the last 7 (Seven) years ending bid closing date of the tender of the following magnitude:

- a) One single contract of value not less than Rs. 850 Lakhs or US\$ 17,50,000.00.

OR

- b) Two single contracts of value not less than Rs. 530 Lakhs or US\$ 11,00,000.00.

OR

- c) Three single contracts of value not less than Rs. 430 Lakhs or US\$ 9,00,000.00.

Note:

Documents establishing successful execution of above jobs must be submitted along with the techno-commercial bid. These documents should be in the form of copies of relevant pages of Contracts & Completion Certificate issued by the client(s).

1.2 The bidder should have an average annual financial turnover during the last 3 (three) years ending 31.03.2008 at least Rs. 300.00 lakhs or US\$ 6,00,000.00. Documentary evidences in the form of (i) a certificate issued by a practicing chartered/ cost accountant certifying the Annual Turnover and/or (ii) audited Balance Sheet and Profit and Loss Account to be submitted along with bid

2.0 Bidders meeting the criteria under Para 1.2 above but do not alone meet the experience criteria as set forth in clause 1.1 above, may also bid on the strength of collaborator(s)/ joint venture partner(s) to cover the shortfall in experience mentioned in clause 1.1 subject to fulfillment of following points:

- (a) The primary bidder must have a pre-tender tie up with such collaborator(s)/ joint venture partner(s) in this regard.
- (b) Primary bidder must have experience in executing oil field contract of magnitude not less than Rs. 500.00 lakhs or US\$ 10,00,000.00 in a single contract directly with Oil India Limited(OIL)/Oil & Natural Gas corporation Ltd.(ONGCL) or any other oil company during the last 7 (Seven) years ending bid closing date of the tender.
- (c) The collaborator(s)/ joint venture partner(s) (on whose strength the bidder is submitting the bid) must meet the condition set forth in 1.0. In support of collaborator(s)/ joint venture partner(s)'s experience, details of works/ jobs done in the past should be submitted along with the technical bid.

Note:

- a. Documents establishing successful execution of above contracts must be submitted along with the techno-commercial bid. These documents should be in the form of copies of relevant pages of Contracts & Completion Certificate issued by client(s).
- b. In support of collaborator(s)/ joint venture partner(s)'s financial capability, documentary evidences in the form of (i) a certificate issued by a practicing chartered/ cost accountant certifying the Annual Turnover and (ii) audited Balance Sheet and Profit and Loss Account to be submitted along with the bid.

2.1 In case of Joint Venture Partnership/ Collaboration, the tie-up should be valid for the entire duration of the Contract including extension, if any. Bidder must submit the MOU/Agreement entered by the primary bidder with the collaborator(s)/joint venture partner(s). Documentary evidence of having collaboration must specify clearly the role and responsibility of each partner/ collaborator to provide the manpower/equipment/technology or services for completion of the work as per provisions of the Contract. An undertaking by all the parties to this effect must be submitted along with the bid.

2.2 The primary bidder must confirm to furnish an undertaking to the Company (OIL) for a single-point responsibility for execution/ completion of the project in all respects under the Scope of Work/Terms of Reference (TOR)/ Technical Specifications of this tender.

3.0 The Bidder must confirm to provide the key personnel of requisite experience and qualification as specified in clause 2.0 of Section-II of this tender. The bidder shall furnish a list of the key personnel with their qualification, experience etc. along with the bid.

4.0 Bidder must provide specific details of the equipment to be deployed to undertake operations under the contract. Basic equipment that will be required, in the opinion of the Company, to carry out the operations are listed out in

Annexure-I of the tender. Equipment proposed to be deployed by the bidder must meet the vintage specifications spelt out in Annexure-I of the tender.

5.0 Bidder must submit a written commitment to bring adequate quantity of spares to meet maintenance requirements of their equipment in the course of the operations. This quantity must be sufficient to ensure that operations are not delayed at any point of time due to non availability of equipment/ spares.

6.0 Bidder(s) quoting in Collaboration / joint venture Partnership with any firm are not allowed to quote separately, independently against this tender. Both the bids received in such case will be summarily rejected.

7.0 The bidder must confirm to complete the mobilization within 120 (One hundred twenty) days from the date of issue of the Letter of Award (LOA).

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

15.0 Indian bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to date of price bid opening.

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 The duration of the proposed contract shall be 12 months comprising of mobilization period of 4 months and operations period of 8 months. Bids will be evaluated assuming that gravel pack jobs in 10 wells would be completed in 8 months. It is however to be clearly understood that assumptions made in respect of number of day/ parameters for various operations are only for the purpose of evaluation of the bids and the contractor will be paid on the basis of actual number of days/ parameters as the case may be.

5.0 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 CONTRACT COST, T : M + D + MI + DI + ODR + C + ILM + TK + SBP + SBE + TF

WHERE,

'M'	=	Mobilization Charge for Manpower & Equipment
'D'	=	Demobilization Charge for Manpower & Equipment
'MI'	=	Total Interim Mobilization Charge for Personnel
'DI'	=	Total Interim Demobilization Charge for Personnel
'ODR'	=	Total Operating Day Rate Charge
'C'	=	Total Consumable/ Additive / Chemical Cost for 10 Wells
'ILM'	=	Total Charge for Inter-Location (Or to / from Base) Movement (for Move Up to 20 Km) for total 9(nine) Movements
'TK'	=	Total Additional Charge for Move in excess of 20 Km
'SBP'	=	Total Standby Charge for Personnel
'SBE'	=	Total Standby Charge for Equipment
'TF'	=	Total Force Majeure Charge

NOTES:

- I. 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.
- II. The jobs are planned to be taken up continuously one after another. However due to unforeseen reasons and complication in preparatory workover operation, there may be delay in handing over the well in stipulated time for which interim demobilization & interim mobilization of the personnel would be applicable. There are a total of 3 (three) such interim demobilizations and interim mobilizations provision have been kept against the entire 10 jobs.

6.0 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 50% 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.

7.0 Custom Duty & Excise Duty on Indigenous Items: 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 TIME, 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 equipment, personnel etc. should be completed by bidder within **120 days** from the effective date of the

contract. Mobilization shall be deemed to be completed when bidder's all equipment (as listed in Section-II(Annexure-I)) and manpower are placed at the nominated well site of OIL and Contractor is ready to commence operation under the Contract duly certified by the Company's authorized 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 remain in force for a period of 8(eight) months from the Commencement Date of the Contract or time required to complete ten (10) gravel packing jobs whichever is earlier, with a provision for a further extension of contract period by 8(eight) months for gravel pack of next 10 (ten) wells at the same rates, terms and conditions. Further extension of the Contract, if any, will be at rates, terms and conditions to be mutually agreed by the parties. The rates, terms and conditions shall continue until the completion/ abandonment of the last well being serviced at the time of end of the contract.

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 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 90 days after completion of the operations in each well 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.

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 Production (Oil)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
FAX no. 91-374-2801680
Email: prodoil@oilindia.in

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/retirement of the personnel in which case the replaced person should have minimum experience and qualification as per Clause No. 2.2 of Section - III (Part- 3), 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.

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 INTRODUCTION

1.1 This section establishes the scope and schedule for the Work to be performed by the Contractor under the Contract. References to specifications, instructions, and standards for materials, tools or equipment that the Contractor shall need to satisfy or adhere to in performance of the works are also covered under this section.

2.0 SCOPE OF WORK

2.1 The work under this contract is to carry out effective sand control operation using Gravel Pack technique in 10 (ten) wells in OIL's oilfields. The service to be carried out by the contractor under this contract is as follows:

- a. Gravel Pack Job design (including design of detailed workover programme)
- b. Provide all Surface & Subsurface equipment, chemicals, consumables and tools and tackles required for successful completion of gravel pack operations
- c. Supply of requisite manpower
- d. Gravel pack job execution
- e. Post pack performance evaluation and generation of reports
- f. Training of OIL's personnel.

The 10 wells in which gravel pack operations are to be carried out are listed in para 6.0 below. However, in case of unforeseen downhole problem(s)/ changes in well behaviour in the mean time, any of the listed wells may be replaced by other well(s) requiring gravel pack completion.

3.0 DETAILS OF SERVICE REQUIREMENT

The Contractor shall provide the following services to OIL during the Contract period:

3.1 **JOB DESIGN** - The Contractor shall design detailed programme for gravel pack completion. The company will make the preparatory workover plan in consultation with the contractor for the 10 wells to be covered under the Contract.

Design of well preparatory workover operations and actual gravel pack jobs for the selected wells will need to be completed prior to completion of mobilization of Contractor's equipment to Duliajan. The company will endeavor to provide necessary data and samples of the gravel pack candidate wells for designing of the gravel pack job.

3.2 Surface and sub-surface equipment - The Contractor shall provide requisite surface and sub surface equipment for carrying out the gravel pack operations. Surface equipment must include (but not be limited to) the following items:

1. Pumping units (centrifugal and reciprocating),
2. Blender unit,
3. Filtration equipment (to achieve two micron absolute filtrate quality) complete with suitable instrument for measurement of filtrate quality,
4. Acid pumping unit,
5. Surface data acquisition unit,
6. Acid storage tanks,
7. Valves, piping and all necessary hardware related to above equipment.

3.3 **CONSUMABLES** - The Contractor shall supply all consumables (packer, sand screen, blank pipe, Tubing Tester, gravel, chemicals etc.) required for the gravel pack jobs.

3.4 **HANDLING AND RUNNING TOOLS** - The Contractor shall supply all handling and running tools (including tongs and dies) for gravel pack materials and supply tools for safe, timely and efficient lifting, handling and running of gravel pack equipment and for onsite maintenance of all equipment and materials provided by the Contractor.

3.5 **MANPOWER** - The Contractor shall provide competent and experienced manpower as per clause 2.0 of Section-III of this contract to carry out all jobs covered by the Contract in a professional and efficient manner.

3.6 **JOB EXECUTION** - The Contractor shall execute all the gravel pack jobs, including pre-pack operations such as tubing and casing cleaning, perforation clean up, acidization etc., as per programmes for individual wells.

3.7 **POST PACK PERFORMANCE EVALUATION** - The Contractor shall carry out post-pack performance evaluation and prepare detailed technical reports for each individual job. The post pack evaluation shall focus mainly on a) arresting of reservoir sand ingress b) maintaining well productivity and c) ensuring designed placement of gravel in place.

3.8 **TRAINING** - The Contractor shall imparts training to at least 12 OIL's personnel at Company's headquarters, Duliajan free of cost on all aspects of sand production, analysis of the problem and remedial measures as mentioned below:

- a) Data analysis and candidate selection for gravel pack.
- b) Job design (including preparatory Work) for individual wells.
- c) Job execution, including operation of tools and equipment.
- d) Problem identification and troubleshooting.
- e) Maintenance (preventive and regular) of tools and equipment.
- f) Testing and evaluation of executed jobs.

The training schedule will be divided into following two modules:

- a) Class room training on all theoretical aspects for a period of one week
- b) On the job training during actual job operations.

4.0 Though the scope of Work calls for gravel pack jobs to be carried out in 10 wells, during the course of the Contract OIL reserves the right to entrust additional wells for gravel pack completion at the same rates, terms and conditions. It is expected that the original 10 wells will be completed within a period of twelve months (including mobilization period of four months).

4.1 The Company retains the right to abandon gravel pack operation in a well, at any stage, for any of the following reasons or for reasons beyond control of the Company -

- a) No improvement in injectivity to the desired level in spite of well stimulation,
- b) Detection of casing leak or damage,
- c) Stuck or fishing of gravel pack Work string or production string.

However, the Company shall give a separate well to the Contractor to carry out gravel pack operation in lieu of the abandoned well.

5.0 SUCCESS OF THE GRAVEL PACK JOB:

A gravel pack job will be termed as "successful" if the following criterion is met:

"No sand production in the well (without decreasing well productivity more than 20%) over initial 3 (three) months observation period with effect from the date of completion of Gravel Pack".

NOTE:

- Allowable sand content in the post Gravel pack well fluid shall be less than 0.3 %.
- Comparison of the pre and post gravel pack productivity will be made.
- Increasing the draw down after the Gravel pack job to attain the pre job production is allowed unless there is no sand ingress ion due to increased draw down.
- Variance in well production during the initial 3 observations months beyond the allowable limit due to any reasons not related to Gravel pack operation shall not be taken in to account for assessing success of the Gravel pack. The company shall investigate the reason for such adversity and shall have the sole discretion to judge the success of the Gravel Pack in such cases.

Contractor to note that the scope of Work mentioned above is entirely dependent upon success of the jobs being taken up progressively. OIL, therefore, reserves the right to terminate the Contract at any time and/ or after completion of any number of wells during the contractual period, if in OIL's estimate, the gravel pack jobs carried out so far are not productive/ successful.

6.0 Contractor shall make suitable gravel pack job design and estimates for requirements of chemicals, gravel, consumables etc. for total 10 (ten) nos. of wells. The well nos. lying in Assam & Arunachal Pradesh Fields will be mentioned in the individual Work Order to be issued. The representative well data for Gravel Pack Operation is as follows:

Casing size	: 5.1/2" OD ,20 ppf
Tubing size	: 2.7/8" OD, 6.5 ppf
Well depth	: Between 2500 to 4600 m.
Well profile	: Straight/ J-bend or S-bend.
Perforation range	: Between 2500 to 4500 m.
Production rate	: 10 KLPD to 150 KLPD of crude oil
Water cut	: Varying between 0 to 90 %.
FTHP	: On artificial lift or up to 200 Ksc in self flowing wells
SBHP	: 175 Ksc to 450 Ksc

7.0 SERVICE REQUIREMENTS:

7.1 Gravel pack completion -

Generally, Any of the following techniques may be adopted for the Gravel pack operation:

- a) Squeeze Technique
- b) Squeeze and circulating technique

7.1.1 In case of Squeeze technique, the following Gravel pack assembly will be needed:

- a) A bridge plug - to be set below the base of lower perforations.
- b) 2.7/8" bull plug with centralizer.
- c) 2.7/8" all welded gravel pack screen of adequate length with centralizer.
- d) 2.7/8" blank pipes with centralizer.
- e) Running tool with ported coupling (or cross over tool) with safety joint, polished nipple and seal assembly. Seal assembly should have a 2.7/8" EUE 8 TPI box connection at top.
- f) 2.7/8" Work string (To be provided by OIL).
- g) All necessary change subs.

7.1.2 In case of Squeeze and Circulation technique, the following Gravel pack assembly will be needed:

- a) A bridge plug - to be set below the base of lower perforations.
- b) 2.7/8" bull plug with centralizer.
- c) 2.7/8" tell tale screen with seal bore sub.
- d) 2.7/8" all welded gravel pack screen with centralizer of adequate length
- e) 2.7/8" blank pipes with centralizer of adequate length.
- f) Safety shear sub of appropriate size.
- g) 5.1/2" (7" in case of 7" casing) closing sleeve with seal bore and lower extension.

- h) 5.1/2" (7" in case of 7" casing) Gravel Pack packer.
- i) Gravel pack cross over and setting tool complete with wash pipe, seals and mule shoe.
- j) All crossovers as required.
- k) 2.7/8" Work string (to be provided by OIL)
- h) All necessary change subs.

NOTE: If the operation or well completion demands any addition /deletion or change of size in the assembly of mentioned above in 7.1.1 and 7.1.2, the contractor shall intimate the company for concurrence prior to take up the job. But these changes shall not lead to any down hole complication or well servicing operation in any stage of operation.

7.2 **OPERATIONAL STEPS:**

7.2.1 **Casing Cleaning** - Casing will be cleaned by scraping then followed by reverse circulating with completion fluid treated with suitable chemical/ additive. In case of low-pressure wells a retrievable bridge plug or fluid loss control pills will have to be used to avoid fluid loss. The company will carry out the casing cleaning operation but the contractor shall provide the casing scraper to match well's casing size and tubing size.

7.2.2 **Work string/ tubing pickling** - It will be mandatory to pickle the Work string, using appropriate acid mixture, for removing rust/ scale etc. from the string. Necessary acids and other additives to be supplied by the contractor and also supervise preparing the chemicals. If necessary, the company shall replace the work string to meet the job requirement.

7.2.3 **Tubing Integrity Test** - The Company will carry out a Tubing integrity test with the help of a Tubing Tester before carrying out Gravel packing. The contractor shall provide the appropriate Tubing tester to match well's casing size and tubing size.

7.2.4 **Perforation Cleaning** - In some wells OIL will elect to have perforation cleaning with Perforation Wash tool . The Contractor shall provide the Perforation wash tool and execute the perforation cleaning.

7.2.5 **Pre-packing of Perforations** - In certain wells, it may be necessary to carry out pre-packing of the perforations. The contractor shall provide necessary consumables and down hole assembly to pack off perforation.

7.2.6 **Acidization** - If any well where injectivity is found to be inadequate, it may be necessary to carry out small volume acid jobs to improve injectivity. Acid will be provided by OIL. But any other chemicals/ additives needed for the acid job shall be provided by the contractors.

7.2.7 **Gravel Pack Operation** - The contractor shall execute the following Gravel Pack:

- a) Run in Hollow Bridge Plug to the desired depth and set

- b) Hooking up of Gravel Pack assembly, run in and stabbing on to Hollow bridge Plug
- c) Packing gravel after Crossover packer is set
- d) Unstabbing the tubing from X-over packer and pull out of the hole

8.0 Perforation - Contractor to note that the following sizes of perforating guns are available with OIL -

<u>SL.NO.</u>	<u>GUN SIZE</u>	<u>CONCRETE PENETRATION</u> <u>(INCH)</u>	<u>ENTRY HOLE DIA</u> <u>(INCH)</u>
1.	2.1/8" Strip jet Shotgun DP	16.17	0.43
2.	1.11/16" Strip (Dynajet)	9.8	0.47
3.	3.3/8" Casing gun	13.81	0.41
4.	4" Casing gun	21.18	0.37
5.	5" Casing gun	14.62	0.73
6.	3.3/8" Scalloped Gun	20.30	0.41
7.	3.3/4" Casing Gun (big hole)	7.66	0.81
8.	5" DP Scallop Gun	28.37	0.48
9.	2.1/8" Spiral Shogun (600 Phasing)	23.6	0.27
10	1.11/16" Spiral Shogun (600 Phasing)	16.4	0.24

9.0 FLUID SPECIFICATION

9.1 Gel will be prepared by adding low residue premium grade HEC to the base brine which may be 2% KCl or of any other suitable composition compatible with the formation/ formation fluid. Gel so prepared shall provide stable viscosity at bottom hole temperature up to 300 degree Fahrenheit.

9.2 The property of the gel shall be such that internal breakers break it down to form a thin fluid after placing the sand downhole.

9.3 The size of solids in the completion fluids used for gravel pack shall not exceed 2 micron absolute. Contractor shall provide suitable instrument for measurement of filtrate quality.

9.4 Completion fluid will be treated with suitable chemicals to help clay stabilization, easy flow back etc.

9.5 For casing wash, the requisite fluid will be prepared by using dirt magnet or equivalent product with completion fluid.

9.6 Fluid used for Work string pickling will be treated with acid inhibitor, pH control agent, and iron chelating agent, rust/ scale penetrating agent and any other chemicals that may be necessary.

9.7 Fluid loss control pills will be gelled brine with HEC as the gelling agent and a low concentration breaker to ensure stability of the pill for the period of use. The pill shall also have any other additive(s) that may be required to prevent formation damage.

10.0 GRAVEL

10.1 The Contractor shall supply requisite amount of gravel for packing. The gravel to be used must meet API specifications and the size of the Gravel supplied should meet the Saucier's requirement. Gravel supplied shall contain less than 2% by weight (of gravel), larger or smaller than the specified size range.

10.2 Gravel will be resistant to common oilfield acids and under standard test conditions (150 degree Fahrenheit for 30 minutes) should show losses of less than 2% of its initial weight when tested in 15% HCl or in 12% HCl + 3% HF acid.

10.3 Average grain sphericity and roundness should be in excess of 0.6 based on comparison to the images offered on a 'Krumbein' chart.

10.4 Weight percentage of clay-sized particles present in Gravel's (passing through 325 mesh screen) should be less than 0.5.

11.0 CHEMICALS/ ADDITIVES

11.1 The Contractor shall supply all chemicals/ additives necessary for carrying out the proposed gravel pack jobs successfully. The following chemicals/ additives are included in Contractor's prices for carrying out gravel pack jobs:

- a) Premium grade HEC (gelling agent).
- b) Gel breaker.
- c) Clay stabilizer.
- d) Acid inhibitor.
- e) Iron sequestrant.
- f) pH control additive.
- g) Dirt magnet or equivalent.
- h) Any additional chemicals or additives.

12.0 Contractor shall provide pertinent information regarding the physical properties of the gelling agent and other chemicals and shall indicate ionic character, wettability characteristics of the surfactant etc. before actual use in the wells. Contractor shall ensure that additives offered by them do not cause any problem of incompatibility with one another or other chemicals like gelling agent, gel breaker, pH controller etc.

13.0 SURFACE DATA ACQUISITION UNIT

13.1 Contractor shall bring a surface data acquisition unit, which should consist of computer system, complete with A/D converter, power source, hardware and software interfaces. The unit should be capable of providing a real time readout and recording of critical job parameters, including, but not limited to -

- a) Pumping pressure.
- b) Pumping rates.
- c) Slurry density/ sand concentration.

13.2 The unit should be compatible with Microsoft Operating System and should be capable of providing all the real time data and transferring necessary files in a commercially available pen-drive or CD.

13.3 Contractor shall be responsible for supply of necessary power for all electrically driven units/ systems that will be brought by them for carrying out gravel pack job.

14.0 EQUIPMENT VINTAGE

14.1 The vintage of major equipment listed in Annexure - I to be deployed by the Contractor for gravel pack job shall not be more than 7(seven) years prior to bid closing date of the tender.

15.0 CONTRACTOR TO NOTE THE FOLLOWING:

15.1 The maximum permissible dimension and weight for each of the mobile units are as shown below.

Length : 9.0 Meters
Width : 3.5 Meters
Height : 3.5 Meters
Weight : 35 Tonnes*

*Weight of the units only and excludes weight of the vehicle.

15.2 For trailer mounted units the following will be applicable :

- If payload is less than 20 tons, 6 X 4 power units or articulated vehicle (tractor with trailer) will be suitable.
- If payload is more than 20 tons, 6 X 6 power units or articulated vehicles will be suitable.

END OF SECTION - II

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SECTION - III

SPECIAL CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

1.1 Company may depute one or more than one representative(s)/ engineer(s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of Work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

1.2 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.

2.0 PROVISION OF PERSONNEL AND FACILITIES

2.1 The Contractor will provide competent, qualified and sufficiently experienced personnel for carrying out the requisite number of gravel pack operations correctly and efficiently. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.

2.2 The team of specialist and other operators that is required for execution of the Contract would at least constitute of the following:

a) **POSITION - Gravel Pack Specialist**

NUMBER OF PERSONNEL - 1

QUALIFICATION - Degree in any of the following discipline (Petroleum Technology, Mechanical, Chemical Engineering)

MINIMUM EXPERIENCE - Minimum of 12 years of experience in oil field operation out of which a minimum of seven years has to be in gravel pack operation. He must have worked in senior capacity as a gravel pack specialist for a minimum period of at least 4 years. He must be well versed with all aspects of gravel pack operations including data analysis and job design, material selection, handling of surface and sub surface equipment, analysis of results and trouble shooting. The Specialist will be adequately competent to coordinate with Company and other external agencies for successful job execution.

- b) **POSITION - Gravel Pack Equipment Operator**
NUMBER OF PERSONNEL - 1
MINIMUM EXPERIENCE - Minimum of 7 years of experience in oil field operation, out of which a minimum of 5 (five) years experience in gravel pack operation.
- c) **POSITION - Gravel Pack Tool Operator**
NUMBER OF PERSONNEL - 1
MINIMUM EXPERIENCE - Minimum of 7 years of experience in oil field operation, out of which a minimum of 5 (five) years experience in gravel pack operation.
- d) **POSITION - Asst. Operator for Gravel Pack Equipment**
NUMBER OF PERSONNEL - 1
MINIMUM EXPERIENCE - Minimum of 5 (five) years experience in gravel pack operation.

2.3 The above list of key personnel indicates the minimum requirement. The Contractor will need to make provisions for additional manpower that may be required for operation of the Contract of their own. The detailed bio-data along with the supporting document of the specialist and other operators and the number of additional personnel planned to be deployed must be furnished prior to commencement of Work. The company reserves the right to allow or reject the personnel to work depending upon the eligibility criteria.

2.4 All the personnel deployed should be fluent in English language.

2.5 The Contractor shall be responsible for and shall provide for all requirements of his personnel, and of their subcontractor(s), if any. These provisions will include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Lodging, boarding and local transportation of Contractor's personnel during the entire duration of the Contract (excepting the period covering preparatory works) shall be arranged by Contractor at their cost.

2.6 The Contractor's representative 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.

3.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELL SITE AND CAMP SITE

3.1 Bidder shall provide food & services for all its own & its sub-contractor's personnel.

3.2 Transportation of Bidder's personnel from base camp to work place will be arranged by Bidder.

3.3 Medical Facilities: The Bidder 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.

4.0 TRAINING TO OIL PERSONNEL

The Contractor shall provide training to at least 12 personnel at Company's headquarters, Duliajan free of cost on all aspects of sand production, analysis of the problem and remedial measures as mentioned in Para 3.8, Section-II. The Company and the Contractor will mutually decide the actual schedule of the training.

5.0 LIQUIDATED DAMAGES & PENALTY

5.1 Mobilization shall be completed and Work shall commence within 120 days from the Date of LOA issued by Company.

5.2 For default in timely mobilization, the Contractor shall pay to the Company liquidated damages as per Clause No. 17.0 of Section – I.

5.3 Contractor shall be liable for PENALTY for any delay in timely execution of individual jobs beyond the stipulated time period (to be fixed at the time of assigning the job and shall be mentioned in the individual work-order) resulting out of any of the following reasons :

- I. Delay in reporting to well site
- II. Failure of Contractor's equipment(s)
- III. Non availability of consumables and/or Contractor's personnel
- IV. Any other reasons attributable to Contractor

In such cases the Penalty shall be levied to the contractor at a rate of 15% of the Operating Day Rate Charge (Ref. Para 5.0 of Section-IV of Schedule of Rates) for delay of each day. For this period, no other charges (like Standby Charge for Personnel, Standby Charge for Equipment, Operating Day rate charge, Force majeure Charge etc.) shall be paid to the contractor.

5.4 In case of inordinate delays attributable to the Contractor in any well, the Company also reserves the right to discontinue gravel pack operations in the well in which case no charge for that well shall be payable to Contractor. Company's decision in such matters shall be final and binding on the Contractor.

6.0 CUSTOMS DUTY

6.1 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. Contractor 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 Contractor shall intimate Company alongwith all shipping documents (with clear 15 working days notice) for

arranging EC provided all the documents submitted by the Contractor are in order. Any consequences due to delay in providing EC will be to company's account.

6.2 However, in the event customs duty is leviable during the course of contract arising out of a change in Company's work programme or in the policy of the Government, Company shall arrange to pay all the Indian customs duties (as applicable) leviable in India on Contractor's items listed in Proforma A, provided Contractor furnishes all necessary documents at least 15 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 payments 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 values listed for equipment, consumables etc. as aforesaid. The CIF value of all items (except chemicals, additives and gravel) 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. However, CIF values on unit rate basis for chemicals, additives and gravel will remain unchanged during the Contract period, but the actual consumption will be considered for customs duty payment. Furthermore, in case the above CIF values are 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 entry, the Contractor must consult the Company to avoid payment of excess customs duty.

6.2.1 In the event Customs Duty becomes applicable during the course of contract arising out of a change in Company's work programme or in the policy of the Government, and any equipment have been imported by Contractor on re-exportable basis after paying applicable rate of Customs duty, then the Contractor shall arrange for re-export of equipment etc. within 60 days of notice of demobilization issued by Company. If the re-export is not completed within the specified period, the Contractor shall pay Company interest @1% above the prevailing Bank rate (CC rate) of SBI on the duty-drawback applicable for the additional days. Further, any loss of duty draw-back applicable for such delay shall be to Contractor's account. Should the Contractor demobilize the equipment within the country for some other Contract, the duty drawback shall be payable by Contractor.

6.3 Contractor shall, however, arrange clearance of such items from customs and port authorities in India and shall pay all requisite demurrages if any, clearance fees/ charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. In case payment of customs duty is delayed beyond 3 working days of receipt of undisputed and clear duty assessment papers/ documents from Contractor as stipulated hereof any resulting demurrages shall be borne by Company. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

6.4 The Contractor will give Company clear 15 working days for providing essentiality certificate (EC from Directorate General of Hydrocarbons, New Delhi) for payment of customs duty at concessional rates provided all the documents submitted by the Contractor are in order.

6.5 Customs duty on Contractor's personnel effects shall be borne by the Contractor.

7.0 CONTRACTOR'S OBLIGATIONS

7.1 Contractor shall perform the Work described under scope of Work.

7.2 Contractor at their cost shall arrange the clearance of the equipment, spare parts, consumables etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Customs duty, however, will be borne by Company as detailed in para 6.1 and 6.4 above.

7.3 Contractor shall arrange for inland transportation of their equipment, spares, tools and other materials required for execution of the Contract from the port to the place of Work and back at the end of the Work at their own expenses. Arranging Road permits and payment of Assam Entry Tax for bringing Contractor's material to Work place shall be Contractor's responsibility.

7.4 Contractor shall have a base office at Base camp at Duliajan to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the contract.

7.5 Contractor shall furnish to Company details of all equipment, duration of deployment of each equipment, spares and consumables to be brought in to India 4 (four) weeks in advance of the date of shipment. These details shall include date of purchase, name of manufacturer/ supplier, make, model, serial number, specifications, country of origin, duration of deployment etc. Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/ custom authorities for such unauthorised imports. Contractor shall bear all expenses on account of repair/ replacement of all equipment etc. consequent upon any damages/ loss, non-performance during the course of operation.

7.6 Contractor shall, prior to mobilization, furnish full particulars of their personnel e.g. name, nationality, passport No., date and place of issue and expiry date of passport, father's name, date and place of birth, designation etc., 3 (three) weeks before the start of respective activities.

7.7 Contractor shall keep the equipment in good working order and shall begin the Work with sufficient spares for uninterrupted operation. Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary. Contractor shall also be responsible for the maintenance and repair of all equipment and will provide all

spare parts, materials, consumables etc. during the entire period of the contractual period.

7.8 Contractor shall be bound by laws and regulations of Government of India and other statutory bodies in India in respect of use of wireless sets, maps, charts, entry regulations, security restrictions, foreign exchange, Work permits, customs & handling of explosives etc.

7.9 Contractor shall follow their own safety rules, in addition to rules prescribed under Indian Laws in this respect.

7.10 Contractor shall arrange all entry permits, inner line permits etc. in respect of their staff deployed under the Contract. Company shall, however, issue necessary letters only to Contractor for the same. Normally Contractor will request for issuance of such letters at least three working days in advance. However, in case of emergency Company will issue such letters on request from Contractor within one working day.

7.11 Contractor shall arrange and pay for all air/ train/ taxi fares, enroute boarding / lodging, out of pocket expenses etc. for their personnel during their journeys to and from Duliajan throughout the duration of the Contract.

7.12 The Contractor shall ensure strict compliance of their personnel with all legislations and statutory regulations in force.

7.13 In case any of the personnel is not available on duty due to sickness/ illness etc, Contractor shall arrange for immediate replacement of such personnel.

7.14 In case the Contractor imports equipment etc. on re-export basis, the Contractor shall ensure re-export of the same (except those consumed during the Contract period) and complete documentation required. Company will issue necessary certificates as required.

8.0 COMPANY'S OBLIGATIONS

8.1 Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance as may be required under para 7.6 above. However, the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents only.

8.2 **Security** - Company shall organize all possible help from local government/ administration to Contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel (chowkidars) etc. as well as all security (including Contractor's equipment and personnel) will, however, be the responsibility of Contractor.

8.3 **Crane Service** - OIL may provide crane service subject to availability, upon request from Contractor (with sufficient advance notice) for transfer/ handling of Contractor's material, equipment at well site (Approximate charges for crane

services will be of the order of Rs. 3,000.00 (Rupees three thousand) only per hour. The charge will be levied from the time of leaving the crane from the base to return to the base after completion of the service.

9.0 PERFORMANCE OF WORK

9.1 The Contractor shall submit daily reports to Company detailing progress of different operations as per the scope of the Work. The Company, at its option may change the periodicity of such reports. In addition, he shall submit the complete job report (with all pertinent details to serve permanent record) within 15 (fifteen) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the Company's representative. Should the rate of progress of the operations or any part of them be at any time too slow in the opinion of the Company's representative, (to ensure completion of the operations within schedule) Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to Company's notice is received in seven days, Company shall be free to take necessary actions as deemed fit.

10.0 SAFETY

10.1 The Contractor shall take all measures necessary to protect the personnel, Work and facilities and shall observe safety rules and regulations as per Oil Mines Regulation. No smoking or open flame shall be permitted on the operation site and nearby, except in areas marked by the Contractor and approved in writing by the Company.

10.2 The Contractor shall report, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulations.

10.3 The Contractor shall have a complete Safety Manual that will be available in the Work site at all points of time and readily accessible.

11.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES

11.1 The Contractor shall perform each Work in such a manner as will prevent damage to the Company's property and conform to and be consistent with, and not to interfere in any way with continuous and safe operational practices for the well. Any permanent damage/ loss to the Company's wells, assets and plants due to actions undertaken by the Contractor in order to provide the services envisaged under this Contract shall have to be remedied by the Contractor entirely at their own cost. This cost shall include and not be limited to actual replacement of such damaged wells, assets or plants, or payment of actual replacement cost in relation thereto as may be incurred by the Company.

12.0 COMPLETION OF DEMOBILISATION:

12.1 Demobilization shall be completed by Contractor within 60 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

Contractor except 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 Contractor's final settlement of bills. In the event all / part of the equipment etc. are transferred by Contractor 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 Contractor shall be fully liable for payment of the customs duty.

13.0 BIDDER'S SPECIAL OBLIGATIONS

13.1 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 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 Gravel Pack Job operations, equipment and inspect works performed by Contractor or examine records kept at well site by Contractor.

END OF SECTION – III

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SECTION - IV

SCHEDULE OF RATES

The following Schedule of Rates shall apply for this Contract:

1.0 MOBILIZATION CHARGE for all Personnel and Equipment (One time lump sum)

1.1 Mobilization charges of personnel and equipment including all spares/ consumables/ accessories on lump sum basis and shall be paid once during the entire contractual period.

1.2 Mobilization charges will be payable only when all equipment and crew are positioned at the appointed site free of defects/ any encumbrances and duly certified by the Company's representative that the Contractor is in a position to undertake/ commence the Work assigned under the Contract.

1.3 Above Mobilization charges cover all local and foreign costs of the Contractor to mobilize the equipment to the first appointed site including all local taxes, port fees and inland transport, Assam Entry Tax etc. except customs duty, which will be to OIL's account. Excise Duty on indigenously procured items shall be Zero.

1.4 The Contractor shall furnish details of all the equipment to be imported & deployed under this Contract as in Proforma -A.

2.0 DEMOBILIZATION CHARGES for all personnel and equipment from last well (one time lump sum)

2.1 Demobilization charges for personnel and equipment is on lumpsum basis and shall be paid once after completion of the contractual period and demobilization of personnel and equipment with all supporting provisions from the well site where the operation concludes.

2.2 The demobilization charge will be payable when the assignment of the works under the Contract is concluded to the satisfaction of the Company. Company shall give notice to Contractor, after 7(seven) days of successful completion of last well, to commence demobilization. Contractor will ensure that demobilization is completed within 60 days (excluding force majeure days) of notice from Company. No other charge whatsoever will be payable from the date of notice to demobilize.

2.3 All charges connected with demobilization including all fees and taxes in relation thereto and insurance and freight on export outside India will be to the Contractor's account.

2.4 No Demobilization charge shall be paid if the contract is prematurely terminated on account of Contractor's failure as described in 12.0 of Section-I.

3.0 INTERIM MOBILIZATION and INTERIM DEMOBILIZATION CHARGES FOR ALL THE PERSONNEL IN EACH OCCASION (Lumpsum):

3.1 In case the operations need to be temporarily suspended for either operational requirements or reasons beyond control of the Company, the Company retains the right to demobilize Contractor's personnel and remobilize them when operations recommence. Standby charge will be applicable for the equipment only during such breaks. No service charge (daily charge) and standby charge for personnel will be payable.

The Contractor shall remobilize their personnel within 7 days of receipt of notice.

3.2 Payment will be made on actual number of interim mobilization and demobilization.

4.0 PREPARATORY WORKS:

Preparatory works such as detailed job design (including design of preparatory workover) etc. shall be performed at Duliajan after signing of Contract and before mobilization at no extra cost to OIL.

5.0 OPERATING DAY RATE CHARGE:

5.1 The above daily charge covers the charge of all the operating personnel deployed as indicated in para Nos. 2.2 and 2.3 of Section-III and all the charges associated with carrying out the operations at the well site. Operating Day rate charge shall cover charges for personnel, equipment/ accessories, cost of labour, fuel, spares, equipment maintenance, local transportation, messing, camp establishment/ maintenance and repair of support infrastructure, medical of personnel, hire of any support infrastructure etc. and includes provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.

5.2 Day rate charges shall be payable from the day completion of mobilization of all the equipment and crew to a well site and gravel pack operation starts in the well till the date of completion of the operation (in the well).

5.3 Operating day rate charges will exclude costs of chemicals, additives and consumables required for each operation.

5.4 Operating day rate charges will not be payable for the period of inter location movement between wells.

6.0 STAND BY CHARGE FOR PERSONNEL AND EQUIPMENT:

6.1 The stand-by charges for personnel and equipment shall be payable when the crew and the equipment will not be operational under the following conditions:

- a) Contractor's equipment is defect free and ready to undertake job but next location is not ready/ available for gravel pack operation,
- b) Contractor's equipment along with the personnel required for maintaining the equipment is mobilized to well site but the well is not ready/ available due to problem in work-over rig or other problems. If

the Contractor withdraws the whole or part of the equipment or any manpower required for maintaining the equipment, the same will not be paid.

7.0 INTER LOCATION MOVEMENT (up to 20 Km)

7.1 This will cover expenses incurred for disassembly and transfer of Contractor's equipment from one location (after completion of a job) to the next location or to the base camp and assembly of the same. The charge is per KM rate up to a distance of 20 Kms.

7.2 Movement to the first site will be covered under initial mobilization

8.0 ADDITIONAL CHARGE FOR INTER LOCATION MOVEMENT IN EXCESS OF 20 KM

If the distance between two locations is more than 20 KM, the contractor will be paid the Interlocation charge as per clause 7.0 and for excess of 20 Kms additional charges will be paid at this rate.

9.0 COST OF CONSUMABLES, CHEMICALS AND ADDITIVES FOR GRAVEL PACK PER WELL

9.1 The above are lump sum charges for gravel, chemicals and additives required for gravel pack considering 1 cubic feet of gravel placement per foot of perforation and packing the annulus per well. The bidder shall estimate and submit the requirement of consumables, chemicals, additives, gravel, and all sub surface equipment which will be left in the hole including their unit cost and total price as per Annexure II. Payment for chemicals and other consumables shall be made on the basis of actual consumption as certified by the Company's representative or the quoted price whichever is less.

9.2 Company reserves the right to question the adequacy/ correctness of the consumed amount of the consumables, chemicals etc.

10.0 FORCE MAJEURE RATE:

10.1 Force majeure conditions are defined in General Terms and Conditions (clause 10.0 Section - I). No other charges shall be payable during the Force Majeure period.

10.2 The Force majeure rate shall be payable during the first 15 days period of force majeure. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon. However, if either party decides for termination with 15 days notice beyond the first 15 days, the rate of payment during 15 days notice period shall be force majeure rate per day.

11.0 PAYMENT SCHEDULE:

a. Mobilization charges: Payable within 45 days of receipt of invoice which is to be raised after complete equipment and crew are at the first location and are ready for commencement of operations.

b. Stand-by charge for personnel and equipment, Force majeure charge: Invoice to be raised on monthly basis for payment in 30 days.

c. Interlocation move charge, Operating Day rate charge, Consumable charges: Invoice to be raised on successful completion of each gravel pack job. Payment shall be released in 30 days time.

d. Interim mobilization and demobilization charge for personnel: Invoice to be raised after actual completion of movements and Payment shall be released in 30 days of receipt of invoice.

e. Demobilization charge: Payment shall be made when applicable within 45 days of receipt of invoice with following documents by Company:

- (i) Proof of re-export of all items (excepting consumables and spares consumed during the Contract period) which were imported on the explicit understanding that they would be re-exported once the Contract is over,
- (ii) No dues certificate from the district transport authorities,
- (iii) All other documents as required by applicable Indian laws.
- (iv) Gravel pack performance evaluation as per clause 3.7 of Section-II.

END OF SECTION - IV

&&&&&

MAXIMUM VINTAGE OF MAJOR EQUIPMENT FOR GRAVEL PACK JOB

Sl. No.	DESCRIPTION	MAXIMUM VINTAGE PRIOR TO CLOSING DATE OF TENDER
1	Blender (to prepare gelled fluids and mix gravel slurry)	7 yrs
2	Centrifugal pumps (to transfer the slurry from the blender to the Triplex plunger pump)	7 yrs
3	Hydraulic pump package (to provide the hydraulic system needed to operate the blender and other equipment)	7 yrs
4	Triplex plunger pump (to inject, displace and reverse circulate the slurry)	7 yrs
5	Filters (to clean the fluid)	7 yrs

LIST OF CONSUMABLES

<u>CHEMICALS</u>					
Sl. No.	ITEM	UNIT	UNIT PRICE	QTY PER WELL	TOTAL AMOUNT
A. TOTAL COST OF CHEMICALS FOR 10(TEN) WELLS					

NON-CHEMICALS(LIKE PACKERS, SCREENS ETC.)					
Sl. No.	ITEM	UNIT	UNIT PRICE	QTY PER WELL	TOTAL AMOUNT
B. TOTAL COST OF NON-CHEMICALS FOR 10(TEN) WELLS					

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.

- C. TOTAL COST OF CONSUMABLES FOR (TEN) WELLS= (A + B) =**
- D. COST OF IMPORTED COMPONENTS OF “C” ABOVE =**
- E. COST OF INDIGENOUS COMPONENTS OF “C” ABOVE =**

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".

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PRICE BID FORMAT

SL. No.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE	TOTAL AMOUNT
1	Mobilisation charge of Equipment & Personnel, (M)	Lump sum	1		
2	Demobilisation charge of Equipment & Personnel, (D)	Lump sum	1		
3	Interim mobilization charge for personnel, (MI)	Lump sum	3		
4	Interim de-mobilization charge for personnel, (DI)	Lump sum	3		
5	Operating day rate charge of Equipment & Personnel, (ODR)	DAY	180		
6	Consumable/ additive/ chemical cost per well, (C)	Lump sum	10		
7	Inter-location movement up to 20 KM per KM for 9 ILM, (ILM)	KM	180		
8	Additional charge for movement in excess of 20 KM per KM, (TK)	KM	270		
9	Standby charge for personnel, (SBP)	DAY	55		
10	Standby charge for equipment, (SBE)	DAY	55		
11	Force Majeure charge, (TF)	DAY	10		
TOTAL ESTIMATED COST OF THE CONTRACT EXCLUDING CUSTOM DUTY AND SERVICE TAX, T = M + D + MI + DI + ODR + C + ILM + TK + SBP + SBE + TF					

Contractor should note that all charges against which the units rates have been asked, shall be payable at actual. The quantities indicated above are only for evaluation of bids/estimation of total contract value. No charges other than indicated above are payable.

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

BID FORM

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

Sub: Tender No. OIL/CCO/PDNO/GLOBAL/240/2009

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 **6(six) 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/PDNO/GLOBAL/240/2009. 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;
 - (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.

PROFORMA – G

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/PDNO/GLOBAL/240/2009. 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/PDNO/GLOBAL/240/2009

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.

BIO-DATA AND EXPERIENCE OF PERSONNEL

- 1 CATEGORY OF JOB / POST :
- 2 NAME OF INCUMBENT :
- 3 PRESENT ADDRESS :
- 4 HOME ADDRESS :
- 5 NATIONALITY :
- 6 DATE OF BIRTH :
- 7 ACADEMIC QUALIFICATION :
- 8 TECHNICAL QUALIFICATION :
- 9 TOTAL EXPERIENCE IN THE RELATED FIELDS (NO OF YEARS) :
- 10 JOB EXPERIENCE RESUME :

SL NO	WORK EXPERIENCE		TYPES OF JOB CARRIED OUT	NAME OF COMPANY	PLACE OF WORK
	FROM	TO			

NOTE : TO ATTACH ALL SUPPLEMENTARY DOCUMENTS.