



**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](mailto:contracts@oilindia.in)  
Website: [www.oil-india.com](http://www.oil-india.com)  
FAX: (91) 374-2803549

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

**Tender Fee: Rs. 40,000.00  
or US\$ 800.00**

**Serial No.**

**TENDER NO. OIL/CCO/ PDNG /GLOBAL/253/2009**

**Description: Hiring of Gas Compression Services on Build, Own and Operate (BOO) basis for a period of 4 (four) years extendable by another 1(one) year.**

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 providing the above services. 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/PDNG/GLOBAL/253/2009
- (ii) Type of Bid: Single Stage-Two Bid.
- (iii) Pre-bid conference: On 07/01/2010 & 08/01/2010 at Duliajan
- (iv) Bid Closing date & Time: 21/01/2010 (12:45 Hrs)
- (v) Technical Bid Opening date & time: 21/01/2010 (13:00 Hrs)
- (vi) Commercial Bid Opening Date & time: Will be intimated to the eligible bidder nearer the time.

- (vii) Bid Submission Place: Bid should be submitted on/or before Bid Closing date & time at the office of:
- Head-Contracts,**  
Oil India Limited,  
Duliajan-786602,  
Assam, India.
- (viii) Bid Opening Place: Office of the Head-Contracts  
Oil India Limited  
Duliajan – 786602, Assam India
- (ix) Bid Security Amount: US\$70,000.00 or Rs. 35.00 Lakhs
- (x) Amount of Performance Guarantee: 7.5% of 1(one) year estimated contract value
- (xi) Mobilization Time :Within 100 days from date of issue of Letter of Award(LOA)
- (xii) Duration of the Contract: 4(Four) Years extendable by 1(one) year.
- (xiii) Quantum of Liquidated Damage for Default in Timely Mobilization ½ % of 1(one) year estimated contract value for delay per week or part thereof subject to maximum of 7½ %
- (xiv) Bids to be addressed to: HEAD-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN - 786 602  
ASSAM, INDIA

### **3.0 Pre-Bid Conference :**

*3.1 A pre-bid conference will be held on 7<sup>th</sup> & 8<sup>th</sup> January' 2010 from 08.00 AM(IST) onwards at Duliajan, Assam for providing clarifications to prospective bidders on Bid Rejection Criteria(BRC)/Bid Rejection Criteria(BEC), Terms of Reference/Technical Specifications, Terms and conditions of the tender to enable them to understand the exact service requirement of the Company. Bidder or its authorized representative/s should have sufficient technical knowledge about the required service and should be authorized & capable to take on the spot decisions. Bidders interested to attend the pre-bid conference should contact/intimate for details of the venue to the **Head-Contracts, Oil India Ltd., P.O. Duliajan-786602, Phone: 91-374-2808812/2800548, Fax# (91)374-2803549, E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**. Foreign bidder may also request Head-Contracts for an invitation letter, if required, for the purpose of visa for attending the conference.*

3.2 *A prospective bidder must purchase the Tender Document to participate in the pre-bid conference.*

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

3.4 *The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to Head-Contracts, Oil India Ltd., Duliajan-786602, Assam prior to the date of pre-bid conference and such queries must reach OIL's office at Duliajan latest by 31/12/2009. OIL shall reply /clarify these queries in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.*

**4.0** A field visit may be arranged so that the bidders can get to know the sites where the gas compression service is required.

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

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

**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.

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) Envelope A :** Bid Security in accordance with clause 10.0

**(B) Envelope B:** Certificate of Compliance in respect to BRC as per Proforma : D-1

**(C) Envelope C : 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) Proforma-A: List of items to be imported **without the CIF values.**
- (iv) Proforma D : Statement of Non-compliance
- (v) Copy of Price bid **without indicating prices** (Proforma-B)

**(D) Envelope D : PRICE BID**

- (i) Bid Form as per Proforma-C.
- (ii) Price-Bid Format as per Proforma-B.
- (iii) Proforma-A showing the items to be imported without 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 and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 **CURRENCIES OF BID AND PAYMENT:**

- 8.1 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. However, currency once quoted will not be allowed to be changed.

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

10.0 **BID SECURITY:**

- 10.1 Pursuant to clause 5.0 the Bidder shall furnish Bid Security in the amount as specified in the "Forwarding Letter".
- 10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause 10.7.

- 10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:
- (a) A bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or by a foreign bank through its Indian branch, in the form provided vide **Proforma-G** or another form acceptable to the Company and valid for 30 days beyond the validity of the bids.
  - (b) A cashier's cheque or demand draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.
- 10.4 Any bid not secured in accordance with sub-clause 10.1 and / or 10.3 shall be rejected by the Company as non-responsive.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.
- 10.7 The Bid Security may be forfeited:
- (a) If any Bidder withdraws 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 4(four) separate envelope viz. Bid Security, Certificate of Compliance, Technical bid and Price 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 envelope containing the Bid Security (Original + 3 copies) should be sealed with the following on the right hand top corner.
- (i) Envelope A: Bid Security
  - (ii) Tender No. \_\_\_\_\_.
  - (iii) Bid closing date \_\_\_\_\_.
  - (iv) Bidder's name \_\_\_\_\_.
- 13.4 The cover containing the Certificate of Compliance as per Proforma :D-1 (Original + 3 copies) should be sealed with the following on the right hand top corner.
- (i) Envelope B : Certificate of Compliance
  - (ii) Tender No. \_\_\_\_\_.
  - (iii) Bid closing date \_\_\_\_\_.
  - (iv) Bidder's name \_\_\_\_\_.
- 13.5 The cover containing the un-priced Technical Bid (Original + 3 copies) should be sealed with the following on the right hand top corner.
- (i) Envelope C : Technical bid
  - (ii) Tender No. \_\_\_\_\_.
  - (iii) Bid closing date \_\_\_\_\_.
  - (iv) Bidder's name \_\_\_\_\_.
- 13.6 The cover containing the Price Bid (Original + 3 copies) should be sealed with the following on the right hand top corner.
- (i) Envelope D : Price bid

- (ii) Tender No. \_\_\_\_\_.
- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

13.7 The above mentioned 4(four) separate envelopes containing Bid Security, Certificate of Compliance, Technical and the Price bid 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 \_\_\_\_\_.

13.8 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 put in envelope A as mentioned in 13.3. **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(envelope C) and the same with the CIF values should be put in the Price bid.

13.9 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders to state their compliance/non-compliance to each clause of BRC as per **Proforma-D-1**. This should be put in envelope B as mentioned in 13.4.

13.10 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.

13.11 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.

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 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 and Compliance Certificate have been furnished, whether documents have been properly signed and whether the bids are generally in order.

18.3 Bid opening shall be in the following manner:

- (i) Envelope A, containing Bid Security shall be opened first. If proper Bid Security is not furnished, the remaining envelopes shall not be considered for opening.
- (ii) Envelope B, containing Certificate of Compliance in respect of BRC(as per Proforma D-1 enclosed) shall be opened only if proper Bid Security is furnished. Bids without Compliance Certificate(with NON-COMPLIANCE) shall not be considered for further evaluation.

- (iii) Envelope C, containing the Technical bid shall be opened only after receipt of proper Bid security and Certificate of Compliance.
- 18.3 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.
- 18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 18.3.
- 18.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any 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.
- 18.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 18.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 19.0 **OPENING OF PRICE BIDS:**
- 19.1 Company will open the Price Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.
- 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 18.5.
- 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 cable or telex or 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, Technical Specifications, 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 Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the date of issue of LOA(Letter of Award). Bank Guarantees issued by Banks in India should be on non-judicial stamp

paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- 28.2 The performance security specified above must be valid for 2(two) 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. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 28.3 The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 28.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 28.5 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 BIDDERS' AWARENESS ON THE COMPLETE REQUIREMENT OF THE SERVICE UNDER THE CONTRACT:**

- 29.1 Bidders in their own interest are advised to visit the site of the works in Duliajan (Assam) to gather information about the site, its surroundings and for preliminary assessment for preparing their bids and for subsequent execution of the contract. However all expenses of the personnel including but not limited to their to and fro fares, boarding, lodging etc. to Duliajan shall be to bidder's account. OIL shall arrange visit to the site from Duliajan at its cost.

**29.2 Local Conditions:**

It is imperative for each Bidder to fully inform themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves as to the circumstances at the Site, including without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site and obtained for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and

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

29.3 **Specifications:**

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

30.0 **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.

31.0 **MOBILIZATION ADVANCE PAYMENT:**

31.1 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.

31.2 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.

31.3 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**

**&&&&**

## PART-2

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

#### BID REJECTION CRITERIA (BRC)

##### A. TECHNICAL CRITERIA FOR ACCEPTANCE OF BIDS:-

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.

The bidder must meet the following criteria:-

##### 1.0 BIDDER'S QUALIFICATION:-

1.1 The bidder should have, on his own, installed, operated and maintained Natural Gas Compressor Packages of aggregate capacity more than 10,000 SM3/day for minimum one year prior to the date of issue of NIT in the last 7 (seven) years ending 31.03.2009.

1.2 Alternately a party who has experience of providing Technical E&P services like drilling rigs, work over rigs, Production Services like Well testing, Wire line services, Well stimulation services, Operation of Oil/Gas Collecting Station can also bid provided they have a MOU / agreement with a party who has the requisite experience as per clause 1.1 or 1.2 above.

1.3 In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:

a) At least one of the members of the consortium shall satisfy the minimum experience requirement as per clause no. 1.1 or 1.2 above.

b) The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this bid document. This confirmation should be submitted along with the un-priced bid.

c) All the members of consortium must undertake in their MOU that each party shall be jointly and severally liable to OIL for any and all obligations and responsibilities arising out of this contract.

d) MOU /agreement concluded by the bidder with technical collaboration/ joint venture partner (in case of joint venture/ consortium offers), should also be addressed to OIL, clearly stating that the MOU/ Agreement is applicable to this tender and shall be binding on them for the entire contractual period.

Notwithstanding the responsibility of completion of job under this contract will be that of the main bidder.

e) Collaboration/ joint venture partnership / consortium with any firm who also participates independently in this tender shall be liable for rejection.

1.4 The bidder should have average Annual Financial turnover of minimum Rs.7.0 (Seven) Crores during the last 3 years ending 31.03.2009.

**1.5 VINTAGE:**

1.5.1 Vintage of all major equipment like Gas Compressor Package , Prime Mover will not be more than 5 (five) years from the last date of bid submission. Documentary evidence in support of the vintage must be submitted along with the Bid. The bidder has to provide the detailed specification of the equipment offered not limited to the following details:

- i. Year of Manufacture.
- ii. Make & Model of the equipment

**B. COMMERCIAL – BID SUBMISSION**

1.0 Tender is being processed according to a single stage two bid system, i.e. Technical bid and Price bid separately. Bids shall be rejected outright if the technical bid contains 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 Bids received after bid closing date and time will be rejected.

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

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

7.0 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 may be liable for rejection.

8.0 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.

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

10.0 Any bid containing false statement will be rejected.

11.0 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.

12.0 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 Majure 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** Proforma-D-The compliance statement should be duly filled up. 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 in "ONE GO" on or before the deadline given by the company, failing which the offer will be summarily rejected.

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

Bidders not confirming to the above shall be rejected.

## II. BID EVALUATION CRITERIA (BEC)

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

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

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

4.0 The bidders must quote their charges/rates in the manner as called for vide "Schedule of rates" under section-III and the summarized PRICE BID FORMAT.

5.0 The contract will be signed with successful bidder for 4 (four) years of operation with provision for extension. Depending on the performance of the contractor, the company reserves the right to extend the contract for another 1(one) year under the same rate, terms and conditions. Extension beyond 5 (five) years of operations will be agreed only after rates, terms and conditions are mutually agreed upon. However, Bids will be evaluated on total cost for 4 (four) years of operation only.

6.0 The rates towards initial Mobilization and final demobilization will be restricted to the limit indicated against each of the following:

- (a) Payment towards mobilization and demobilization of the compression service together shall not exceed 7.5% of the total contract price for 4(four) years.

7.0 It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual amount of gas compressed, as the case may be.

8.0 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, as under:

- a. Total Initial Mobilization charges, Lump sum, One time only

$$TM = M \times 6$$

- b. Total Final Demobilization charge, Lump sum, One time only

$$TD = D \times 6$$

- c. Total Fixed Installation Rental Charges per month rate charge for Category I ,  $TFIRC = FRMC \times 48 \text{ Months} \times 3$
- d. Total Fixed Installation Rental Charges per month rate charge for Category II ,  $TFIRCC = FRMC \times 48 \text{ months} \times 3$
- e. Inter-location Movement Cost of complete installation (within 100KM radial Distance)  $TILMC = 1 \times ILMC$
- f. Total Variable Compression Charge per MSCM for Category I  
 $TVCC1 = (VCC1 \times 40 \text{ MSCMD} \times 365 \times 4 \times 3)$
- g. Total Variable Compression Charge per MSCM for Category II  
 $TVCC2 = (VCC2 \times 20 \text{ MSCMD} \times 365 \times 4 \times 3)$
- h. Total contract cost will be as under:  
 $TC = TM + TD + TFIRC + TFIRCC + TILMC + TVCC1 + TVCC2$

Quoted Prices will be inclusive of all applicable taxes and duties except service tax which will be borne by the Company.

**NOTE:**

- i) The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section IV.
- ii) The quantities mentioned against each item in Schedule of Rate/Price Bid Format are for evaluation purposes only. However, payment will be made at actual.

9.0 Discount of any type indicated separately will not be taken into account for evaluation purpose. However, in the event of such offer without considering discount is found to be lowest, OIL shall avail such discount at the time of award of contract.

**END OF PART - 2**

## PART-3

### SECTION-I

#### GENERAL CONDITIONS OF CONTRACT

##### 1.0 DEFINITIONS:

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.
- (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) "**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
- (h) "**Specification**" means the description of the Equipment and/or Services set out in **Section II**.
- (i) "**UNIT**" means the complete set of Contractor's equipment required to perform operation efficiently as specified in Scope of Work for each Location

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

2.1 **EFFECTIVE DATE OF CONTRACT** : 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.

2.2 **MOBILISATION TIME**: The mobilization of equipment, personnel etc. should be completed by Contractor within **100 days from date of issue of LOA for each location**. Mobilization of each UNIT shall be deemed to be completed when all equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

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

2.4 **DURATION OF CONTRACT:** The contract shall be for a period of **4 (four) years** from the **Commencement date** of the contract. Company reserves the right to extend the contract period by 1 (one) year at the discretion of Company at the same rates, terms and conditions.

**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 Terms of Reference (Section II) in most economic and cost effective manner.

3.2 Except as otherwise provided in the 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 himself before submitting his 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 throughout the period of this contract.

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

3.6 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 CONTRACTOR**

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 requirements. Upon Company's written request, Bidder, entirely at their own expense, shall remove within Ten (10) days for personnel of Indian origin and Twenty one (21) days for foreign residents, from assignment to the work, any personnel of the Bidder 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 & from Duliajan/Location, 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 tenure of the Contract or within 60 (Sixty) days after completion of operations that the Work 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 received by the contractor, under this Agreement shall be to contractor's account.

**8.9 Service tax:** Service Tax as applicable shall be 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:

- Workmen compensation insurance as required by the laws of the country of origin of the employee.
- Employer's Liability Insurance as required by law in the country of origin of employee.
- 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.
- Bidder's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- 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 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, 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 NON-AVAILABILITY OF EQUIPMENT:** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 95 (Ninety five) successive days in a year, 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.

12.6 **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.

12.7 **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.

12.8 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](mailto:contracts@oilindia.in)

b) **For Technical matters**  
GM Production (Gas)  
**OIL INDIA LIMITED**  
PO Duliajan - 786602,  
Assam, India  
FAX no. 91-374-2801680  
Email: [prodgas@oilindia.in](mailto:prodgas@oilindia.in)

c) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
Fax No. :

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 of the personnel in which case the replaced person should have minimum experience and qualification as per clause no 13.1 of Part- 3 of Section - II, 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 estimated Annual 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, part 3.

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 7.5% of estimated Annual Contract Price) 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. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Bidder. 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 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 & INVOICING PROCEDURE:**

25.1 Company shall pay to Contractor, 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.

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

25.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

25.4 Contractor will submit 6(six) sets of all invoices to Company address given under **para 14.1 (b)** above for processing of payment.

25.5 The Company shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. 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.

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

25.7 Contractor shall maintain complete and correct records of all information on which Contractor'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 Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

25.8 **SET-OFF** : Any sum of money due and payable to the Contractor(including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL(or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL(or such other person or persons contracting through OIL).

**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, withhold 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 withheld.

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/ Guwahati.

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, 1983.
- 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) The AGST Act., WB & Bihar Tax Act
- l) Service Tax Act.
- m) Customs & Excise Act & Rules

- n) Assam, West Bengal and Bihar Entry Tax Act
- o) Value Added Tax
- p) Environment Protection Act
- q) Public Liability Act

**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 Bidder's bid, 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.

**END OF SECTION - I**

**&&&&**

## PART—3

### SECTION- II

#### SCOPE OF WORK/ TERMS OF REFERENCE/TECHNICAL SPECIFICATION

##### 1.0 INTRODUCTION

OIL INDIA LIMITED's Oil & Gas fields are located in the districts of upper Assam, India. Well fluids from different fields are handled at various existing GCSs (Gas Compressor Stations) operated and maintained by OIL's in-house facilities. In order to ensure supply of natural gas to consumers and to reduce flare, the low pressure natural gas has to be compressed. OIL now intend to hire services from experienced parties to provide Gas Compression on BOO (Build, Own & Operate) basis.

##### 2.0 COMPRESSION CAPACITY:

The low pressure natural gas availability required to be compressed and delivered at the OIL's Battery Limit are as under :-

The locations are divided in categories on the basis of gas compression capacities as below:

##### Category I:- 3 (three) Installations(UNIT)

Inlet pressure (At B/L): 1.5 to 2.5 Kg/Cm<sup>2</sup>g

Outlet pressure (At B/L): 17 to 25 Kg/Cm<sup>2</sup>g

Compression capacity required: 20,000 to 40,000 SCM/day  
(Standard cubic meters per day) Contracted Quantity of Gas

Inlet Temperature (min/ Max) : 25 to 50 Deg C

Outlet Temperature (Max): 40 Deg C

Ambient Condition: Tropical Dusty

Ambient Temperature (Min/ Max): 05 to 42 Deg C

##### Category II: 3 (three) installations(UNIT)

Inlet pressure (At B/L): 1.5 to 2.5 Kg/Cm<sup>2</sup>g

Outlet pressure (At B/L): 17 to 25 Kg/Cm<sup>2</sup>g

Compression capacity required (min/ max): 10,000- 20,000 SM<sup>3</sup>/day  
(standard cubic meters per day) Contracted Quantity of Gas)

Inlet Temperature (min/ Max): 25 to 50 Deg C

Outlet Temperature (Max): 40 Deg C

Ambient Condition: Tropical Dusty

Ambient Temperature (Min/ Max): 05 to 42 Deg C

Standard conditions referred to: 760 mm Hg and 15.6 Deg C

**Note:** The nos. of installations (UNITs) shown is tentative and the maximum nos. of installations shall be total 6 (six) nos. However OIL reserves the right

to go for minimum 4 (four) installations (UNITs) combined from both the categories I & II (2 nos. from each category). However for evaluation purpose three locations each from Category I & II shall be considered.

### 3.0 **VINTAGE:**

3.1 Vintage of all major equipment like Gas Compressor Package , Prime Mover shall not be more than 5 (five) years from the last date of Bid Closing Date(BCD). Documentary evidence in support of the vintage must be submitted along with the Bid.

The contractor has to provide the detailed specification of the equipment offered not limited to the following details:

- i. Year of Manufacture.
- ii. Make & Model of the equipment

3.2 All equipment supplied shall be in best operating condition and shall meet all design and manufacture criteria established in industry and certified as per relevant industry standards wherever applicable.

3.3 The Compressor Package should have suitable capacity control device.

### 4.0 **BATTERY LIMIT CONDITIONS:**

#### 4.1 **Low Pressure (LP) Gas Composition:**

Typical LP gas composition is given as below:

Gas composition (Vol.%) Range:

Methane	: 85.18 – 83.56
Ethane	: 4.88 – 4.28
Propane	: 3.56 – 3.43
I-Butane	: 1.02 – 1.25
N-Butane	: 1.51 -- 2.0
I-Pentane	: 0.58 -- 1.01
N-Pentane	: 0.52 -- 0.8
Hexane Plus	: 1.5 -- 1.64
Nitrogen	: 1.11 -- 1.77
Carbon di-oxide	: 0.59 -- 0.21

The LP gas composition indicated in the annexure is on dry basis. However, the gas is saturated with water with occasional carryover of oil.

The LP gas composition is typical and is subject to variation. No claims would be entertained on account of variation in gas composition.

#### **4.2 Fuel Gas composition:**

Typical fuel gas composition is given as below. Contractor should provide the necessary fuel gas conditioning system including knock out drum, pressure reducing control valves etc.

Typical Fuel Gas composition (Vol.%):

Methane	: 90.17
Ethane	: 3.53
Propane	: 2.2
I-Butane	: 0.47
N-Butane	: 0.75
I-Pentane	: 0.32
N-Pentane	: 0.24
Hexane Plus	: 0.4
Nitrogen	: 1.39
Carbon di-oxide:	0.53

The fuel gas composition indicated above is on dry basis. However, the gas is saturated with water with occasional carryover of oil.

The fuel gas composition is typical and is subject to variation. No claim would be entertained on account of variation in gas composition.

### **5.0 SCOPE OF WORK**

5.1 The Contractor is required to compress the Natural Gas available from battery limit of OIL's installation and deliver the compressed natural gas at the specified conditions at OIL's battery limit by providing all necessary facilities, equipment, manpower, consumables, lubricants, spare parts etc.

5.2 The Scope of Work encompasses total engineering, supply, transportation, installation, construction, commissioning, operation and maintenance of a suitable compressor plant having capacity as shown in 2.0 above Category I & II complete in all respect on charter hire basis.

5.3 Scope of Work shall include all civil / structural / mechanical / piping / instrumentation / electrical works for the compressor plant including but not limited to the following:-

- (a) Land required for installation & construction of the compressor plant, shall have to be arranged by the contractor.

- (b) The contractor is required to route / transport the low pressure gas from the battery limit of OIL's installation to their installation, scrub the gas and then compress the gas at the required specified pressure and return the compressed gas back to the OIL's installation.
- (c) For above contractor shall acquire/ hire land at their cost and construct the compression facilities with all utilities, support services.
- (d) Security, safety shall be contractor's responsibility and for which the contractor has to cater as per statutory codes. Obtaining permissions of statutory bodies including DGMS shall be contractor's responsibility.
- (e) The vessel drain, compressor inter-stage / safety drain/ flare has to be routed back to OIL's installation i.e. OCS and terminate at OIL's battery limit.
- (f) All consumables / utility like lube oil, water, and power shall be arranged by the contractor.
- (g) However fuel gas for the prime mover engine of compressor and generating set (natural gas engine driven) will be provided at OIL's cost and will be tapped from LP inlet gas. Consumption of fuel gas to be limited to 11 scf/bhphr. Beyond 11 scf/bhphr, cost shall be extra to contractor. Price of Natural gas shall be taken as per the prevailing rate.
- (h) Site development including site grading, approach roads, foot paths, and storm water drains etc. required for the UNIT shall be Contractor's responsibility.
- (i) Cabin / shed / room along with toilets etc. for Contractor's personnel / operators.
- (j) Store Room for consumables, lubricants and chemicals, spare parts, tool and tackles etc.
- (k) Shed / Room / Protective covers for all equipment, electrical / instrumentation items as deemed necessary.
- (l) Supply / transportation / installation of all equipment, instruments, including skid mounted compressor packages with driver, auxiliary equipments / items such as filters, intercoolers, separators, scrubbers etc., piping, pressure vessels, instruments and control systems, electrical items etc.
- (m) Supply / transportation / installation of fuel gas conditioning system including knock out drum, pressure reducing control valves etc.

- (n) Hook-up and termination of inlet gas line, outlet gas line; condensate/oil return line, flare line at the Battery Limit of OIL's installation.
- (o) Metering facilities for compressed quantity of gas and fuel inlet line to be provided on final dispatch line after compression as per standard international practices.
- (p) Electric power for normal running, start up of compressor plant or for emergency lighting etc., as required, will have to be arranged by the Bidder.
- (q) Provision of suitable capacity control system ensuring no fall in inlet pressure of gas due to excess withdrawal of natural gas.
- (r) Disposal of flared / vent gas in the flare gas header.
- (s) Operation and maintenance of the compressor plant including supply of trained manpower, all consumables, chemicals, lubricants, spare parts, tool / tackles and replacement of defective equipment, components, parts etc.
- (t) Obtaining statutory approvals including the DGMS approval and performing Work in accordance with such approvals.
- (u) Providing adequate firefighting equipment viz. fire extinguishers, sand buckets, portable trolleys etc. as per safety rules and regulations.
- (vi) Making all necessary arrangements for lodging, boarding and transportation of Contractor's personnel.
- (w) Dismantling and demobilization of the compressor plant after completion of Contract.
- (x) Any other items / works / services not specifically listed above but required for safe, reliable & desired operation of the compressor plant and delivering the compressed natural gas at the specified conditions.
- (y) Contractor shall be responsible for any local disputes arising out of the operation and maintenance of the Gas compressor Station.
- (z) Contractor shall equip the station with noise abatement equipment or facilities so that the maximum noise level is within the limits of statutory rules and regulations. Sorting out of any problem arising out of this issue shall be sole responsibility of the contractor.

## **6.0 FACILITIES TO BE PROVIDED BY OIL:**

- i) Low pressure Natural Gas shall be made available by Company at one point at the Battery Limit for compression by the Contractor.
- ii) Metering facilities in the outlet and return line from contractor's installation shall be provided by Company.

## **7.0 UTILITIES:**

- i) Fuel Gas: A Part of the inlet gas can be allowed to be used as fuel gas on non-chargeable basis. The condensate/ oil from the inlet gas would have to be knocked down/ separated by the contractor.
- ii) Service Water: Provision of service water shall be Contractor's responsibility.
- iii) Electric Power: Contractor shall make necessary arrangements to ensure uninterrupted operation of the Compressor Plant through his own resources.
- iv) Air: Starting air / Pneumatic air supply for operation of the Compressor plant shall be contractor's responsibility.

## **8.0 Outlet Gas:**

Compressed gas shall be collected at one point at the Battery Limit.

## **9.0 Flare Gas:**

The flared gas from the compressor plant shall be collected at one point at the battery limit.

## **10 .0 GENERAL REQUIREMENT:**

10.1 Compressor plant shall be designed, constructed and operated so as to meet the requirements of applicable safety codes / standards, OMR, Indian Electricity Rules, OISD Standards etc.

10.2 All electrical apparatus, instrumentation items / system shall be suitable for the hazardous area classification as per applicable National / International standards and statutory regulations.

10.3 All systems should be designed, constructed and operated for uninterrupted continuous operation.

10.4 All Works / systems provided under this Contract shall be designed and constructed in accordance with the prevalent National / International codes and practices.

10.5 OIL shall have the right to inspect the facilities / equipments deployed by the Contractor and if any deficiencies are observed by OIL, the Contractor shall remove such deficiencies promptly upon receipt of such instructions from OIL.

10.6 Compressor should suitable for continuous operation.

10.7 The compressors and its piping arrangement should be designed suitably taking in account the presence of condensate in the gas stream.

10.8 Contractor shall deploy adequate number of compressors to ensure continuous compression of Contracted Quantity of Gas at specified outlet conditions.

#### 11.0 **MEASUREMENT:**

11.1 Invoice for the compressed natural gas shall be raised by the Contractor MONTHLY on the basis of the actual flow measured at the flow recorder device in terms of PER CUBIC METER OF GAS to be installed by the Contractor on the common outlet gas line. This meter / instrument shall be jointly calibrated by the representative of OIL & Contractor at least once in every month.

11.2 Fuel gas quantity shall be calculated based on the actual flow measured in terms of PER CUBIC METER OF GAS at the flow computer device to be installed by the Contractor in the fuel gas line and shall be jointly calibrated by the representative of OIL & Contractor at least once in a month.

11.3 Contractor shall provide metering & recording facilities for measurement of inlet pressure of Natural Gas. The meter shall be jointly calibrated by Engineer-in-Charge of Company and Contractor at least once in every month. In addition to other operating conditions / parameters, the records of inlet pressure would be used to determine the availability of Contracted Quantity of Gas.

11.4 The records of measurement shall be submitted to Engineer-in-Charge of Company in the form of daily report.

11.5 The records of measurement duly certified by the Engineer-in-Charge of Company shall accompany the monthly invoice of the Contractor.

11.6 The contractor shall have office at Duliajan with telephone/ fax/ e-mail facilities and an engineer with mobile phone facility, who shall liaise and report on daily basis regarding the compression services which will be carried out at different locations.

#### 12.0 **GAS FLOW MEASUREMENT AND CALIBRATION:**

12.1 The volume of GAS compressed shall be measured by the flow meter installed at the delivery point inside OIL premises. The contractor to install Measurement Systems as required under AGA-3 (American Gas Association). Both Parties shall be present for measurements on joint basis. This meter will be treated as custody transfer meter for invoicing. The party

will install its check flow meter as not to interfere with the operation of the custody flow meter. If the variation in the measurement of the flow between the custody flow meter and check meter is within + or - 2% (two percent) of the custody flow meter range, the prior recorded measurements/results of such equipment shall be deemed correct for computing the Contractor's Gas deliveries, but the equipment shall be promptly adjusted to operate and record and /or test correctly.

12.2 If the variation exceeds + or - 2% (two percent) of custody flow meter range, then, for the period for which such device has been known or is mutually agreed to have been so inaccurately functioning, the recorded measurements/ results of such equipment shall be corrected to zero(0) margin of error for such period.

12.3 If, however, the period of such inaccurate functioning of the device is not known or is not mutually agreed upon, then at least for the period equivalent to half the time elapsed since such device was last found to have a margin of error of less than the value + or - 2% (two percent), the recorded measurements/ results of such equipment shall be adjusted to a zero (0) margin of error.

12.4 In case, the OIL has any doubt on the proper working of the flow meters (custody transfer and check meter) OIL shall inform the same to the Contractor in writing and may request for checking/calibration of the flow-meter. Cost of such special test shall be borne by the Contractor, if the percentage of inaccuracy is found to be more than limits stated in article above.

12.5 If the custody meter registering inaccurately or is out of service, the following procedure in order of priority whichever is feasible for arriving at the computation of GAS under this Agreement shall be estimated by mutual agreement .

(a) If, upon conducting a test of any measurement: by using the recording by the check meter of the Contractor's if accurately registering; or

(b) If (a) is not possible, by correcting the error if the percentage of error is ascertainable by calibration test or mathematical calculation; or

12.6 The parties agree to joint calibration of measurement and testing devices at Delivery Point in each month.

12.7 The period to which the above corrections will apply, shall be as under:

12.7.1 If any period during which the Custody flow meter has gone wrong, is known, or agreed upon that will be the period to which the correction is to be applied.

12.7.2 If the period is not known, the correction shall be made for a period equal to half of the time elapsed since the date of the preceding proving calibration test, provided the correction period does not exceed 16 (sixteen) days.

12.8 In any case, if at the time of calibration the meter error exceeds half (1/2) percent (is found) it will be re-calibrated.

12.9 OIL shall have the right to depute competent personnel to examine relevant records, charts, and calculations from its metering and measuring equipment whenever necessary.

13.0 Specifications for custody transfer gas flow meters for hired gas compressors:

Type: Electronic Battery Operated/solar panel based Gas Flow Computation unit with data storage facility with smart type individual transmitters for differential pressure, static pressure, temperature

Specifications for diff. Pressure & static pressure transmitters

(i) Differential Pressure Input (Range 0-200" H<sub>2</sub>O) - Reference Accuracy = +/- 0.1% of span with 100:1 turndown.

Maximum Working Pressure: 25 Kg/cm<sup>2</sup>

(ii) Static Pressure Input (Range 0-25 Kg/cm<sup>2</sup>) - Reference Accuracy = +/- 0.1% of span with 50:1 turndown.

Maximum Working Pressure: 25 Kg/cm<sup>2</sup>

(iii) Temperature transmitter RTD based with Pt 100 three wire system. Calibration range 0 - 100 Degrees C and with an accuracy of 0.3% of calibrated span

(iv) Power Operation on re-chargeable batteries using properly sized solar panels suitable for continuous non-stop operation without the need to charge the batteries externally. However Battery charging input provision with external battery charger should be provided. Alternatively it should be capable of operating on mains supply at 220 v 50 Hz single phase. Required power supply /converter is also included in this supply scope.

(v) Time Functions Real time clock. Year/Month/Day & Hour/Minute/Second functions with separate battery backup.

(vi) External Key board/ PC Configurator Facility to input/configure the values of default P, T, DP, Sp.Grav., density, cal. Value, pipe dia., orifice dia., base Pr., base temp., constants for AGA-3, NX-19 calculation and gas composition data for AGA-8 super compressibility computation based flow

calculations and any other data required to be fed for the flow computation to AGA-8 & AGA-3 STD.

(vii) Computer specs. As per AGA-3 and NX-19/AGA-8, flow computer must have the capability to compute the flow, totalise & display the last 24 hrs & this 24 hrs flow values in STD cubic meters apart from the instantaneous values of flow rate, static pressure, Temperature with a default indication of instantaneous flow rate as a minimum. It shall also be capable of key-pad entry/display of all values that govern the AGA-3, AGA-8, NX-19 flow and energy calculations.

(viii) Password protection shall be provided for all the parameters against unauthorised entry/viewing and the level of protection view only/enter shall be configurable individually for each of these parameters.

(ix) It shall have a serial port/ PC interface with windows based software to access & configure the flow computer on the monitor, make changes, download the changed configuration to the flow computer. Like-wise it must have the capability to up-load all the configuration data of flow computer system.

(x) It shall be capable of taking analogue inputs at 4-20 mA for all the three inputs of Diff. pressure, pressure and temperature and out put three analogue 4-20 mA signals for any of the chosen pressure, computed flow, Diff. pressure, temperature etc.

(xi) It shall have the provision to put a plastic/lead seal on the front panel/cover so as to gain unauthorized access to flow computer electronics as a tamper proof measure.

Safety System shall be certified intrinsically safe by entity concept and the entity parameters of the chosen certified intrinsic safety (IS) barriers shall be considered in the circuit design and selection of cables for use in these circuits.

(xii) Isolating type barriers may be used/ preferred within the accuracy limits specified.

(xiii) Flow computer shall be installed flush on a panel suitable for out door use with IP 65 level of protection and shall be installed in a safe area.

(xiv) All the intrinsically safe circuits shall be segregated from non-intrinsically safe circuits and run separately.

Suitable earthing arrangement shall be made for grounding instruments/ IS circuits and power circuits separately. Only copper wires of appropriate gauge shall be used in earthing ckts and electrolytic grade annealed copper bars shall be used for the earthing bus bar within the panel.

(xv) Mounting Flush panel

(xvi) Power supply: 24 V DC derived from ups/ mains power/ solar panels

(xvii) Display: Alpha numeric

(xviii) Accuracy +/- 0.001%

#### 14.0 Process data

Flow rate Average : 30,000 SM<sup>3</sup>/Day Category I

: 15,000 SM<sup>3</sup>/Day Category II

Flow rate min : 10,000 SM<sup>3</sup>/Day

Flowing pressure : 20 Kg/sq.cm

Flowing temp. : 55 Degrees C

Fluid : natural gas (hydrocarbon gas) saturated with water

Alarms Power Fail, Battery Fail, Hi/lo flow, Security error, failure of transmitters

#### 15.0 Notes:

i. Metering system along with all the instruments and pipe runs with flow straighteners upstream & down stream conforming to AGA-3 shall be installed on a skid with a junction box where all the instrument cables are terminated for further cabling and termination in the flow computer panel.

ii. All the junction boxes and panels in field shall be earthed using stranded galvanised iron wire.

iii. All the impulse lines to instruments shall be of ½ inch ss 316 to ASTM A 269. They shall be laid free draining towards the process take off point on the pipe line and shall not have pockets for accumulating liquids which interferes with pressure communication between sensor orifice tap.

iv. Temperature transmitter shall be RTD Pt 100 based and the RTD shall be installed in a thermowell of appropriate depth with 1 ½ inch flange. Thermowell shall be installed on a nozzle welded on to the pipe flowing gas with a 1 ½ inch flange with sufficient immersion depth.

v. All instruments shall have ingress protection to IP 65 as a minimum.

vi. Our installations are classified per NEC 500 as Division 2 Gr C & D and temperature classification T 3. All the equipment like transmitters, intrinsic safety barriers, signal cables etc. shall be suitably specified/selected at the time of engineering so as to satisfy the safety aspects of above specifications.

vii. Orifice flanges with flange taps and the orifice plate selected shall conform strictly to AGA-3. MoC for orifice plate shall be SS 316 and flanges shall be ASTM A 105 as a minimum. Orientation of the Orifice flange taps shall be on the top suitable for impulse lines connection in gas service.

viii. Maximum flow rate Category I is 50,000 SM<sup>3</sup>/Day and Category II is 30000 SM<sup>3</sup>/Day in case of both the meters. Vendor shall size the orifice accordingly.

**END OF SECTION - II**

## PART-3

### SECTION III

#### SPECIAL TERMS & CONDITIONS OF CONTRACT

- 1.0 DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 "Equipment" means the items and machinery for Gas Compression and other accessories and equipment.
  - 1.2 "Base Location" means where the Contractor shall establish camp for their equipment and personnel. The Contractor has to carry out maintenance for the equipment in the base camp.
  - 1.3 "Operating Area" 100 KM radial distance from Duliajan in Assam.
  - 1.4 "Site" means the land and other places, on/under/in or through which the works are to be executed by the Bidder and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Site.
  - 1.5 "Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company.
  - 1.6 "Contractor's items" means the Well Servicing Equipment; materials and services, which are to be provided by Bidder to carryout the job satisfactorily which, are listed in section under terms of reference and technical specifications.
  - 1.7 "Contractor's personnel" means the personnel as mentioned under section terms of reference and technical specification, to be provided by Bidder to conduct operations hereunder.
  - 1.9 "Contractor's representatives" means such persons duly appointed by the Contractor to act on Bidder's behalf and notified in writing to the company.
  - 1.10 "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs. next day.
  - 1.11 "Approval" as it relates to Company, means written approval.
  - 1.12 "Facility" means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.

1.13 "Certificate of Completion" means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.

## **2.0 MOBILIZATION**

2.1 Contractor has to complete mobilization of all Equipment, personnel and associated services to commence operation under the contract within 100 days from the date of issue of Letter of Award(LOA) as specified in para 2.2 of Section I(PART-III).

2.2 Mobilization charge shall be payable to the contractor only after completion of mobilisation as certified by Company's representative/s. For completion of mobilization all contractor's equipment / tools (free of all defects / encumbrances) and operating personnel has to be positioned at nominated site as decided by Company within the mobilization period and ready to undertake / commence the work under this contract.

**3.0 DEMOBILISATION:** Demobilisation notice shall be issued to the Contractor by Company after Completion/termination of the contract. Contractor shall have to complete Demobilization within 60 days from receipt of demobilization notice. For completion of demobilisation, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by the 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 Bidder's final settlement of bills. In the event all / part of the equipment etc. are transferred by Bidder within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from company and other appropriate government clearances in India, then Bidder shall be fully liable for payment of the customs duty.

## **4.0 CONTRACTOR'S PERSONNEL**

4.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Bidder shall determine remuneration of bidder's personnel. Such employees shall be solely of Bidder's employees. Bidder shall ensure that its personnel will be competent and efficient. However, the bidder shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The bidder shall not deploy its personnel unless cleared by the company.

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

- 4.3 Contractor's Personnel: Bidder shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 4.4 Replacement of Contractor's Personnel: Contractor shall immediately remove and replace any of his personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by company to be undesirable.
- 4.5 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient work servicing operations.

## **5.0 COMPANY'S REQUISITES**

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

## **6.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WILL SITE**

- 6.1 Fooding, lodging and other requirements of Contractor's personnel & its sub-contractor's personnel shall be of Contractor's responsibility.
- 6.2 Transportation of Contractor's personnel from base camp to work place shall be Contractor's responsibility.
- 6.3 Medical Facilities: Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.

## **7.0 CONTRACTOR'S ITEMS**

- 7.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.

- 7.2 Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary
- 7.3 Contractor shall 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.
- 7.4 Contractor will provide all POL for operation of Bidder's equipment both at location and campsite at Bidder's cost. There shall be **no changes** in the rates and other charges throughout the duration of the contract including extension, if any, on account of **any price change of lubricants**.
- 7.5 Contractor will provide necessary electricity at campsite and location.
- 7.6 **Adverse Weather:** Bidder, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the equipment and personnel to the fullest possible extent.

## **8.0 CONTRACTOR'S SPECIAL OBLIGATIONS**

- 8.1 It is expressly understood that Bidder is an independent Bidder 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 Gas Compressor Stations, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Bidder. The Bidder 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 well servicing operations, equipment and inspect works performed by contractor or examine records kept at well site by Bidder.
- 8.2 **Compliance with Company's Instructions:** Bidder shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to well servicing programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Bidder request, be confirmed in writing by company's representative.
- 8.3 Bidder should provide the list of items to be imported in the format specified in Proforma-A for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of equipment from Indian customs at concessional (nil) rate of customs duty.

- 8.4 Bidder shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing equipment/material to Work place shall be Bidder's responsibility.
- 8.5 In case the Bidder imports the equipment etc. on re-export basis, the Bidder shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Bidder should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Bidder's account and same will be deducted by the Company from Bidder's bills and security deposit.
- 9.0 Pollution and contamination:** Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows :
- a) Bidder shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants etc. wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities.
  - b) Bidder shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, seepage or any other uncontrolled flow of gas, water or other substance.
  - c) In the event of a third party commits an act of omission which results in pollution or contamination for which either the Bidder or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Bidder and company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.
- 10.0 CONFIDENTIALITY:** Bidder agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of operations, take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

- 10.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 10.2 Bidder shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the equipments /Unit to another sphere.
- 10.3 Bidder shall forbid access to the equipments /Unit to any people not involved in the well operations or not authorized by the company to have access to the equipments /Unit, however, this provision is not applicable to any Government and/or police representative on duty.

**11.0 RIGHTS AND PRIVILEGES OF COMPANY:**

Company shall be entitled –

- 11.1 To check the Gas Compression Facility and other Bidder's items before the commencement of operation. If they are not found in good order or do not meet specifications or in case of non-availability of some of the Bidder's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.
- 11.2 To check, at all times, Bidder's stock level, to inspect Bidder's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- 11.3 To order suspension of operations while and whenever:
  - a) Contractor's personnel is deemed by company to be not satisfactory, or
  - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
  - c) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
  - d) Bidder fails to meet any of the provisions in the contract.
  - e) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.
- 11.4 To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.

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

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

- 14.0** Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act, the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.
- 15.0** The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.
- 16.0** Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate / approvals:
- (i) Approval from DGMS/ DDMS for shift patterns in excess of 8 hours.
  - (ii) Total manpower list.
  - (iii) All certificates as per applicable laws including Mines Acts.
  - (iv) Regional Labour certificate, if required.

**17.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

- i) 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. 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.
- (ii) 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.
- (iii) The Contractor should maintained sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area.

**18.0 ADDITION OR DELETION OF CONTRACTORS EQUIPMENTS:**

- 18.1** Within the contracted period there may be possibility of increase in gas availability at site which may warrant the contractor to source and install additional units with prior notice from OIL. There may be a situation when availability of gas may go down at a particular site

warranting the contractor to remove a compression unit with prior notice from OIL.

Also there may be another situation in which there may be a reduction in gas availability at one site and at the same time increase in gas availability at another site which may warrant relocation of one compression unit from one location to another.

There may be another situation where the gas availability in an existing site will become nil and at the same time there will be availability of gas at another location, in this case the contractor may be required to relocate the complete installation to the new site within 100 days from notice period of OIL and continue operation at the new location at the same terms and conditions. For this the contractor shall be paid relocation charges which should be quoted separately by the contractor.

18.2 For above situations as mentioned in para18.1 contractor shall quote separately the following charges:

- i) Addition of a compression unit in an installation through fresh sourcing: % age increase in fixed charge rental
- ii) Mobilisation charges for additional compression unit: Lumpsum /unit
- iii) Deletion of one unit from one location: % age reduction in fixed rental charge for the deleted compression unit.
- iv) Demobilisation charge for deleted compression unit: Lumpsum / unit
- v) Relocation of existing unit from one location to another : Lumpsum

**Note:** Charges quoted by the contractor for additional unit increase/decrease, re-location of one unit from one location to another shall not be considered for Price Bid Evaluation.

The charges quoted by the contractor shall be inclusive of all taxes and duties but exclusive of service tax.

The tentative sites are: Hatiali, Bhogpara, HJC (Chabua), Barekuri, Baghjan, Makum, Dikom and any other place where OIL's compression facility is not adequate.

## **19.0 TRANSPORTATION SERVICES**

Transportation of Contractor's personnel & their material from camp site to location and between work sites shall be the responsibility of the Bidder. All vehicles deployed for this purpose should be in prime condition.

## 20.0 FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:

- i) Safety: Bidder shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Bidder shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Bidder shall conduct such safety drills, Tool box meetings, BOP tests, etc. as may be required by company at prescribed intervals.
- ii) Contractor shall provide all necessary fire fighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and OMR.
- iii) Fire protection at well sites shall be the responsibility of the Bidder. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire fighting (certificate/diploma holders) at the well site.
- iv) Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Bidder.
- v) **First Aid Kit:** An adequate and approved first aid kit shall be provided at work site with all medicines as recommended by John Ambulance.
- vi) **SECURITY SERVICES:** Bidder shall provide adequate security personnel to safe guard their own equipment & accessories at camp & work site.
- vii) **CAMP AND OTHER ESTABLISHMENT:** Suitable camp facilities for Contractor's personnel including catering services shall be Bidder's responsibility.
- viii) **COMMUNICATION SYSTEM:** Suitable communication system like WLL/ Cell phone is to be provided by the Bidder for effective communication from well as well as from base camp.

## 21.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

- i) The Contractor shall provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work correctly and efficiently. Personnel provided by the Bidder must observe all safety and statutory norms applicable to the Company.

Their performance must be to the satisfaction of the Company and the Bidder must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.

- ii) Maintain a highly skilled technical staff to render the services and capable of making the best use of the equipment so as to ensure the highest degree of accuracy and reliability of the works/data gathered.
- iii) **KEY PERSONNEL:** The qualification and experience of the key personnel are to be as under:

**21.1 Contractor shall submit CVs of the personnel to the COMPANY for approval prior to the commencement of the Operations.**

- The foreign personnel of the Bidder shall possess a MHA (Ministry of Home Affairs) clearance and the Bidder shall ensure that the MHA clearance is obtained at his own responsibility and cost prior to any expatriate personnel mobilized to the field.
- Personnel provided by the Bidder must observe all safety and statutory norms applicable to the Company.
- Personnel deployed by the Bidder should be fluent in English/local language.
- The following skilled personnel, required for execution of the contract shall have to be deployed by the bidder.

**21.2 Requirements of Contractor's personnel:**

(i) An undertaking from all the personnel as per Performa (Annexure-V) should be forwarded after deployment of manpower prior to mobilization.

(ii) Regarding educational qualification and experience of the key personnel, the bidder shall substantiate their claim with valid educational and experience certificates.

(iii) For degree/ diploma/certificate/ standards awarded by any Educational Institutes other than Indian Institutes, the bidder shall furnish a brief description about the educational system of that country.

(iv) The personnel deployed by the bidder should comply with all the safety norms applicable during operation.

(iii) For driving the vehicles/units on road, the bidder shall ensure that the driver possesses necessary valid and proper licenses conforming to Indian Motor Vehicle Act.

- (vi) **Medical Fitness :**
- ❖ Contractor shall ensure that all of the Personnel deployed under the contract shall have had a full medical examination from qualified and registered doctor in accordance with accepted medical standards prior to commencement of the Well Servicing Operation.
- (vii) **Training Courses :**
- ❖ Contractor shall ensure that all his Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training or equivalent required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.
  - ❖ Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
- viii) Personnel should be versed in fire fighting, gas testing etc.
- (ix) Overall Supervisor shall co-ordinate day to day operations smoothly and in professional manner. He shall visit Company's representative office everyday for taking necessary instruction for the operation.
- (x) Contractor shall have to deploy other personnel which shall include drivers, security men, (both at location(s) and camp site), services of unskilled labour.
- (xi) Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at work site and camp successfully.
- (xii) Contractor shall forward the list of personnel deployed along with bio-data / qualification/ experience / track record of the personnel prior to mobilization of the equipment with all supporting documents. Any additional manpower deployed by the bidder shall be at the expense of the Bidder.
- (xiii) The bidder shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the experience as indicated above. Moreover, the bidder will have to obtain prior approval from the Company for the relief personnel of the bidder at least 2 (two) days in advance.
- (xiv) Company reserves the right to instruct for removal of any Bidder's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Bidder and the Bidder shall have to replace

within Ten (10) days for personnel of Indian origin and Twenty one (21) days for foreign residents. The deported personnel shall be allowed to continue the job till the replacement arrives with the discretion of the Company.

## 22.0 **CUSTOM DUTY** :-

Custom Duty for Compressors, its accessories, spares, consumables etc. shall be borne by the Contractor.

OIL will issue Recommendatory Letter to the Directorate General of Hydrocarbons (DGH) to enable the bidder to obtain Essentiality Certificate from DGH for availing the concessional rate of Customs Duty, wherever necessary and if applicable. Bidders are advised to check the recent Notification(s) in this respect and confirm that they have considered concessional rate of Customs Duty in their Price-bid and mention the rate thereof, in their un-priced bid.

However, OIL neither takes any responsibility for non-issue of Essentiality Certificate nor for non-availability of concessional rate of Customs duty.

**END OF SECTION-III**

## PART- 3

### SECTION IV

#### SCHEDULE OF RATES AND PAYMENT

The bidder shall quote the following rates in their price bid as per the price bid format. The payment shall be made for actual work done.

##### 1.0 INITIAL MOBILIZATION CHARGES:

a) Initial Mobilization charges for the services shall be payable one time on lump sum basis. Mobilization charges shall be payable on completion of Mobilisation of all Contractor's equipments and persomnnel inclusive of all item, spare, consumables, accessories etc.

b) Initial Mobilization charges shall be payable only when all equipment and operational personnel are positioned at the Gas Compressor Station and ready to undertake / commence the work under the contract.

c) Initial Mobilization charge cover all local and foreign cost (if any) to be incurred by the bidder to mobilize the equipment to the designated site and include all local and foreign taxes, transport etc.

##### 2.0 FINAL DEMOBILIZATION CHRGES:

a) Final Demobilization charges for the services shall be payable one time on lump sum basis. Final Demobilisation charges shall be payable only after completion of Final Demobilisation of all Contractor's equipments and personnel inclusive of all item, spare, consumable, accessories etc. upon completion of the assignment of works under this contract is concluded to the satisfaction of the company.

b) Company shall give 15 (fifteen) days notice to contractor to commence Final demobilization.

c) All charges connected with Final demobilization including all fees and taxes in relation thereto and insurance & freight on export outside India (if any) will be to Contractor's account.

##### 3.0 FIXED INSTALLATION RENTAL CHARGES:

a) Fixed Installation Rental charges, for both Category I & II installation shall be payable to the contractor on monthly basis after satisfactory compression of natural gas as per the contract. Both quantity and quality of gas compressed shall be taken into account for release of payment of these charges.

b) Contractor shall raise invoice on monthly basis along with the daily running report for fixed rental charges which shall be duly certified by Company's representative/Engineer -in charge.

c) In the event of Contractor not able to compress the minimum gas capacity i.e. 10000 SCM for Category -I and 20000 SCMD for Category-II, fixed rental charge shall be deducted on prorata basis.

#### **4.0 INTERLOCATION MOVEMENT CHARGE:**

a) In the event of non-availability of natural gas in one location, Company may advise the contractor to shift the entire Gas Compression Facility from one location to another. In this situation, a notice shall be issued to the Contractor with a notice period of 30 (Thirty) days to complete the inter-location movement from one site to another. Inter-location movement charge shall be payable for each inter-location movement. However during the period of Inter-location movement no fixed installation rental charges shall be payable. Contractor to quote for one inter-location movement charge for all the locations.

#### **5.0 VARIABLE COMPRESSION CHARGE:**

a) Variable Gas Compression charge for both gas compressed in category I & II, shall be payable to the contractor on the basis of actual gas compressed at the battery limit as certified by the jointly calibrated gas flow metering device of Company and Contractor. Contractor shall raise monthly invoice against the same along with the daily readings taken from the gas flow meter and duly certified by the company's Engineer in-charge.

b) Variable Compression charge for each of the Category shall be quoted separately i.e. Category I & II

c) Compression charge shall be on the basis of measured gas which will be returned to the OIL's installation after compression and measured inside OIL's battery limit. The orifice meter for the same shall be jointly calibrated by Oil and contractor once every month.

#### **6.0 CHARGES DURING REPAIR:**

a) Contractor shall be allowed a cumulative 35 days scheduled shutdown period in a year. The shutdown period shall not be carried forward for the next year. **FIXED INSTALLATION RENTAL CHARGES** shall be payable for these 35 days.

b) In the event the shutdown period exceeds 35 days in a year, for the first 15 days, exceeding 35 days, **50% of the FIXED INSTALLATION RENTAL CHARGES** shall be payable.

c) Thereafter, for the next 15 days of shutdown, **25% of the FIXED INSTALLATION RENTAL CHARGES** shall be payable to the Contractor.

d) **“ZERO” rate shall be applicable after 30 days of schedule shut down period of 35 days.** Company may terminate the contract for the particular location if the shut down period exceeds total 95 days.

**PART- 4**  
**ANNEXURE-I**

**MATRIX FOR VARIOUS RESPONSIBILITIES OF THE BIDDER AND THE COMPANY**

The equipment machinery, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided at the location by OIL or contractor and the expenses of OIL or contractor as designated hereunder by 'X' mark in the appropriate column ;

Sr #	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		Contractor	COMPANY	Contractor	COMPANY
1.	Transportation and handling of contractor material/equipment between base camp and Location.	x		x	
2.	Natural Gas at Battery Limit		x		x
3.	Pipeline for suction and delivery of Natural Gas from Gas Compressor Station to Battery Limit at OIL's nearest OCS/EPS/QPS	x		x	
4.	Pipeline from Gas Compressor Station to OIL's OCS/EPS/QPS for condensate return and Safety Relief / Vent/ Flare	x		x	
5.	Fuel Gas for Gas Compressor and Utility		x		x
6.	Safety System / Instrumentation/ Consumables	x		x	
7.	Security Fencing	x		x	
8.	Manpower required for preparation and handling of equipments & other chemicals	x		x	
9.	Transportation of contractor's personnel and equipment spares	x		x	
10.	Equipments/instruments required for the unit as per contract and spares for their maintenance.	x		x	
11.	All personnel safety equipment for contractor's personnel.	x		x	
12.	Diesel, lub oil etc. required at Gas Compressor Station	x		x	
13.	Chemicals & Additives required for operation	x		x	
14.	Electric Power supply to Gas Compressor Station.	x		x	
15.	Water supply to contractor's	x		x	

Sr #	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		Contractor	COMPANY	Contractor	COMPANY
	equipment at well site.				
16.	All repairs to contractor's equipment.	x		x	
17.	Contractor's office in Duliajan.	x		x	
18.	Accommodation of contractor's personnel.	x		x	
19.	Living quarters, office space for contractor's personnel.	x		x	
20.	First-Aid treatment at well site.	x		x	
21.	Emergency medical treatment for contractor's personnel including emergency hospitalization.		x	x	
22.	Medical attention and other requirements of contractor's personnel at well site, base camp and while traveling.	x		x	
23.	Obtain, maintain all necessary permits, consents, licenses, and other certificates required for movement of contractor's equipment to and from worksite and to operate it.	x		x	
24.	Passport, visas, and work permits and related documentation required to maintain contractor's personnel in India.	x		x	
25.	All licenses and port charges for contractor's materials and equipment whilst import.	x		x	
26.	Clearance of contractor's equipment/ material through customs after securing Essentiality Certificates from DGH	x		x	
27.	All engineering and procurement services.	x		x	
28.	Correcting deficiencies of CONTRACTOR Equipment during mobilization.	x		x	
29.	Reasonable space for Base camp for Contractor's Equipment and supplies.	x		x	
30.	Water and Electricity, heavy lift	x		x	

Sr #	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		Contractor	COMPANY	Contractor	COMPANY
	equipment for base camp and work place.				
31.	Casual labour for handling Contractor's Equipment, material and supplies at base camp and compressor station	X		X	

**PROFORMA FOR BIO-DATA OF MANPOWER**

This format shall be used for each crew and shall be submitted by Bidder thirty (30) days prior to mobilization.

1. NAME:
2. FATHER'S NAME
3. PERMANENT ADDRESS
4. PRESENT ADDRESS
5. NATIONALITY:
6. DATE OF BIRTH/PLACE:
7. EDUCATIONAL QUALIFICATION
8. PASSPORT NO.:
9. DATE OF EXPIRY:
10. VISA TYPE:
11. TRAINING:
12. EXPERIENCE IN REVERSE ORDER:

**UNDERTAKING FROM CONTRACTORS PERSONNEL**

I \_\_\_\_\_ S/o \_\_\_\_\_  
having permanent residence at \_\_\_\_\_  
Dist. \_\_\_\_\_ am working with M/s. \_\_\_\_\_  
as their employee. Now, I have been transferred by M/s.  
\_\_\_\_\_ for carrying out the contract job under  
Contract No. \_\_\_\_\_ which has been awarded in favour of  
my employer M/s. \_\_\_\_\_.

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

I am an employee of \_\_\_\_\_ for all practical purposes and there is no privity of Contract between OIL and me.

-----

***Signature***

Place:

Date:

1. NAME:

DESIGNATION:

DATE:

2. NAME:

DESIGNATION

DATE:

**PART-4**

**PROFORMA-A**

**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.	Items	Unit	Qty.	Unit Rate		Total Amount		
				Code	Amount	Code	Amount	
Specify the Currency								
1	Initial Mobilization charges per unit	Lump sum/Unit	6	M		TM		
2	Final Demobilization Charges per unit	Lump sum/Unit	6	D		TD		
3	Monthly Fixed Inst. Rental Charges for Category –I per unit	Month/Unit	48X3=144	FRMC		TFRMC		
4	Monthly Fixed Inst. Rental Charges for Category –II per unit	Month/Unit	48X3=144	FRMC		TFRMC		
5	Interlocation Movement charges per location	Lump sum/location	1	ILMC		TILMC		
6	Variable compression charges Category-I	MSCM	58400X3 =175200	VCC1		TVCC1		
7	Variable compression charges Category-II	MSCM	29200X3 =87600	VCC2		TVCC2		
8	Total Bid Price							

Note :

- i) Bidder must include all liabilities and taxes including statutory liabilities but excluding Service Tax.
- ii) MSCM – Thousand Standard Cubic Meters.

**Signature of the Bidder**

**BID FORM**

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

**Sub: Tender No.**

*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 complete mobilization for the work within (\_\_\_\_\_) days calculated from the date of issuance of Letter of Award(LOA).

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

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 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:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

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 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.

**CERTIFICATE OF COMPLIANCE**

It is confirmed that all the conditions given in Bid Rejection Criteria(BRC) of the Bid document for Tender No : OIL/CCO/PDNG/GLOBAL/253/2009 are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in tender document is duly submitted in Envelope C.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:**\_\_\_\_\_

**Seal of the Bidder:**

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 **15 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 Duliagan 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/PDNG/GLOBAL/253/2009.

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 Annexure 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.

**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/PDNG/GLOBAL/253/2009. 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/PDNG/GLOBAL/253/2009**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (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.

**Record of Bidder's past relevant Experience**

SI No.	Clients Name, address & contact Telephone No.	Contract No.	Brief description of the contract	Contract period		Contract value (in INR or USD)
				From	To	

**Signature of the bidder**