



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

**CONTRACTS DEPARTMENT**  
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## FORWARDING LETTER

- i) M/s BJ Services Company Middle East Ltd., Mumbai
- ii) M/s Larsen & Toubro Ltd., Mumbai
- iii) M/s Simplex Engg & Foundary Works Pvt. Ltd., Bhilai
- iv) M/s Beekay Engg Corp., Bhilai

### TENDER NO. OIL/CCO/DRLG/GLOBAL/255/09

#### **Description : Hiring of Services for Repair and Upgradation of OIL's 2 Nos. Cementing Units**

1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise, is a premier oil company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced firms for **Repair and Upgradation of OIL's 2 Nos. Cementing Units**. One complete set of bid document covering OIL's tender for the above job is being forwarded herewith. Please submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

- (i) Tender No. : OIL/CCO/DRLG/GLOBAL/255/09
- (ii) Type of Bid : Single Stage - Two Bid
- (iii) Bid Closing Date & Time : 09-02-10 at 12-45 hrs.(IST)
- (iv) Technical Bid Opening Date & Time : 09- 02-10 at 13-00 hrs.(IST)
- (v) Commercial Bid Opening Date & Time : Will be intimated to the eligible bidder(s) nearer the time.
- (vi) Bid Submission Place : Head (Contracts),  
Oil India Limited,  
Duliajan-786602,  
Assam (India)

Tender No. OIL/CCO/DRLG/GLOBAL/255/09

- (vii) Bid Opening Place : Office of Head (Contracts)  
Oil India Limited  
Duliajan – 786602,  
Assam, India
- (viii) Bid Security Amount : US\$ 10,000.00 **OR** Rs. 4,50,000.00
- (ix) Amount of Performance Guarantee : 10 % of total estimated contract value
- (x) Amount of Bank Guarantee covering cost of Cementing Units : US\$ 24,000.00 OR Rs. 10,00,000.00  
(Refer Para 18.2 of Section-I)
- (xi) Mobilisation Time : Within 60 days from the date of award of contract.
- xii) Completion Schedule : Within 6 months from handing over each unit to Contractor at Duliajan
- (xiii) Quantum of Liquidated Damage for (i) Default in Timely Mobilisation & (ii) Default in Timely Completion : 1/2% of total contract value for delay per week or part thereof subject to subject to maximum of 7.1/2%.
- (xiv) Bids to be Addressed to : Head (Contracts),  
Oil India Limited,  
Duliajan-786602,  
Assam (India)

**3.0 Inspection of Cementing Units Before Submission of Bids :**

It would be considered that bidders have submitted their bids after apprising themselves of the present condition of the two units at OIL's site at Duliajan. Therefore to get a first hand idea about the condition of the units, bidders may visit OIL's office at Duliajan and carry out necessary physical inspection before submitting their offers. Bidders willing to carry out inspection of the units, may write to Head-Contracts OR Head-Drilling(Support Services), Oil India Ltd., Duliajan well in advance.

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

Thanking you,

Daet : 24/12/09

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. This bidding document includes the following:

(a) A **Forwarding Letter** highlighting the following points :

- (i) Company's Tender No.
- (ii) Bid closing date and time.
- (ii) Bid opening date, time and place.
- (iii) Bid submission place.
- (iv) Bid opening place.
- (vi) The amount of Bid Security.
- (vii) The amount of performance guarantee & Bank Guarantee.
- (viii) Quantum of liquidated damages for default in timely mobilizations and Timely completion.

(b) Instructions to Bidders (Part 1)

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

(d) General Terms & Conditions of Contract (Section I)

(e) Terms of Reference/Technical specification (Section II)

(f) Special Terms & Conditions of Contract (Section III)

(g) Schedule of Rates (Section IV)

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

(i) Statement of Compliance (Proforma II)

(j) Bid Form (Proforma II A)

(k) Performance Security Form (Proforma II B)

(l) Contract Form (Proforma II C)

(m) Bid Security Form (Proforma II D)

(n) Proforma Letter of Authority (Proforma III)

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 by Fax or through courier to all prospective Bidders to whom Company has sent the bid documents. The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

**B. PREPARATION OF BIDS**

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

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

**A. TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Para 9.0.
- (iii) Bid Security furnished in accordance with Para 10.0.
- (iv) Statement of compliance as per **Proforma -II**.
- (v) **Proforma I** showing the items to be imported without the CIF values.

**B. COMMERCIAL BID**

- (i) Bid Form as per **Proforma-IIA**
- (ii) Schedule of Rates as per **Section-IV**
- (iii) Estimated CIF value the items to be imported as per **Proforma - I**

- 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 Company) and taxes 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. Assam Entry Tax, if any, shall be to OIL's account.

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

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

(a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format vide **Proforma-G** or in another form acceptable to the Company : Bank Guarantee/LC issued from any of the following Banks only will be accepted :

- 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 Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the tender.

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.

(b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 180 days from the date of issue and payable at Duliajan, Assam.

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

- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.
- 10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the performance security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 28.0 below is furnished.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 The Bid Security shall be liable to be forfeited for the following reasons :
- i) If the bid is withdrawn before the validity
  - ii) If the bid is altered before its validity or if the bidder increases the price before validity of the bid.
  - iii) If the bidders does not accept the LOA issued before the validity of the bid
  - iv) If the bid accepted by OIL, and work awarded but the contractor does not furnish the Contract 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 by Fax or through courier. 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 authorized to bind the Bidder to the contract. The letter of authorizations (as per Proforma III) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

12.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons signing the bid.

**C. SUBMISSION OF BIDS**

**13.0 SEALING AND MARKING OF BIDS:**

13.1 **The tender is being processed according to a single stage - Two bid procedure.** Offers should be submitted in two parts viz. Technical bid and Commercial bid each in quadruplicate (one Original and 3 copies).

13.2 The Bidder shall seal the original and each copy of the bid duly marking as "**ORIGINAL**" and "**COPY**".

13.3 The cover containing the Technical Bid (Original + 3 copies) should be in one sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.1 Technical bid
- (ii) Tender No. \_\_\_\_\_
- (iii) Bid closing date \_\_\_\_\_
- (iv) Bidder's name \_\_\_\_\_

13.4 The cover containing the Commercial Bid (Original + 3 copies) should be in a separate sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.2 Commercial bid
- (ii) Tender No. \_\_\_\_\_
- (iii) Bid closing date \_\_\_\_\_
- (iv) Bidder's name \_\_\_\_\_

13.5 The above mentioned two separate covers containing Technical and the Commercial bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Forwarding Letter".

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

13.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. The Bid Security mentioned in para 10.0 should be enclosed with the Technical Bid. **The price Schedule should not be put in the envelope containing the Technical Bid.** Proforma - I without the CIF values should be enclosed with the Technical bid and the same with the CIF values should be put in the Commercial bid.

- 13.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA - II**. This should be enclosed with the technical bid.
- 13.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/ transit loss.
- 13.9 Telex / Cable / Fax / E-mail / Photocopy / Telephonic offers will not be accepted.
- 14.0 **INDIAN AGENTS:**
- 14.1 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 despatched in accordance with the provisions of Para 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 Para 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 authorisation letter 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 Para 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 18.3 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-para 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 COMMERCIAL BIDS:**

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

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.

21.1 **DISCOUNTS / REBATES :** Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

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

- 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 Para 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 Para 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 Para 28.0 the company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Para 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 Terms & 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 3 (three) months plus 3 months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause 6.0 of **Section-I** hereof. The same will be discharged by company not later than 30 days following its expiry. 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 **CREDIT FACILITY**: Bidders should indicate clearly in the bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.
- 30.0 **MOBILISATION ADVANCE PAYMENT** :
- 30.1 Request for advance payment shall not be normally considered, however, depending on the merit and at the discretion of the company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/ refund.
- 30.2 Advance payment agreed to by the company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.
- 31.0 **EXEMPTION OF BID SECURITY** :
- 31.1 Public Sector undertakings and Central Govt. Offices are exempted from submitting Bid Security.

**END OF PART - 1**

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## PART - 2

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

- I) **BID REJECTION CRITERIA (BRC)**: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.
- (A) **TECHNICAL**: The bidder must meet the following criteria :-
- 1.0 **ELIGIBILITY AND EXPERIENCE OF THE BIDDER :**
- 1.1 Bidder should have refurbished & up-graded at least 02 Nos. High pressure Cementing Units during the last 5 years (reckoned from the date of opening of technical bid) and should submit documentary evidence to this effect in the form of satisfactory supply/completion of services from reputed clients.
- 1.2 In case the bidder is an Indian company / Indian Joint venture company, either the Indian company / Indian Joint venture company or its technical collaborator/ joint venture partner should meet the criteria laid down at Clause 1.1 above.
- 1.3 The bidder must be financially sound to carry out the project and the average annual financial turnover during the last three financial years should be minimum Rs. 1.5 Crore.
- 1.4 Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works / jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at Para 1.1 and 1.2 above. **Bidder must confirm that the technical collaboration shall continue till the completion of the job under the contract.**
- 1.5 **Indian companies/ Joint Venture Companies** : 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 submitted to SIA, prior to the date of price bid opening.
- 1.6 Bidders should submit Memorandum of Understanding (MOU) / Agreement with their technical collaborator/joint venture partner (in case of Joint venture) clearly indicating their roles under the scope of work. The MOU submitted must be original or copy duly notarized.
  - 1.7 MOU/ Agreement concluded by the bidder with technical collaborator/ joint venture partner (in case of joint venture), should also be addressed to OIL, clearly stating that the MOU /Agreement is applicable to this tender and shall be binding on them during the period of contract. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
  - 1.8 Offers of those bidders who themselves do not meet the experience and financial capability criteria as stipulated in the BEC, can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience and financial capability criteria as stipulated in the BEC. The subsidiary company in that case should submit an undertaking from the parent company along with their bid.
  - 2.0 The Bidder's base of execution of contract (workshop / facilities) must be located in India having necessary infrastructure for repair, refurbishment, up-gradation & testing of each assembly / sub-assemblies of each unit and the assembling unit as a whole as per OEM's guidelines.
  - 3.0 Bidder must possess ISO 9000 (latest version) certification for their workshop and submit a copy of same along with their bid.
  - 4.0 Bidder must quote for both the Units. Bidders quoting for any one Unit shall be considered as non-responsive and shall be rejected.
  - 5.0 Bidder must confirm to submit **Bank Guarantee** for the amount indicated in the Forwarding Letter towards security of the units before collecting the units from OIL.

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

- 3.0 Bid security in original 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 The bid documents are not transferable. Bids shall have to be submitted in a bid document purchased from the company. If it is submitted otherwise, the same will be rejected.
- 6.0 Bidder shall quote directly and not through their agents in India. Offers made by Indian agents on behalf of their foreign principals will be rejected.
- 7.0 Any bid received in the form of Telex/Cable/Fax/E-mail/Telephone call will not be accepted
- 8.0 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorised representative on all pages failing which the bid will be rejected.
- 9.0 Bids shall contain no interlineation, 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 shall be rejected.
- 10.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-contractor's personnel, arising out of execution of the contract.
- 11.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 12.0 Any bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bid proforma of bidding document; otherwise the bid will be summarily rejected.
- 14.0 Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer will be rejected –
  - (i) Performance Guarantee Bond Clause
  - (ii) Indemnity Bond Clause
  - (iii) Warranty Clause
  - (iv) Force Majeure Clause
  - (v) Tax Liabilities Clause
  - (vi) Arbitration Clause

- (vii) Acceptance of Jurisdiction and Applicable Law
- (viii) Liquidated damage cum penalty clause
- (ix) Termination Clause

## **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 on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of tender elsewhere, then the clauses in the BRC shall prevail.
- 4.0 Any exception/deviation to tender must be spelt out by bidder in their 'Technical Bid' only. Any additional information/terms/conditions furnished in sealed 'Commercial (Priced) Bid' will not be considered by OIL for evaluation/ award of Contract.

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

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price

schedule format vide enclosed **Proforma - IV**.

- 5.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated as under taking into account the rates quoted in the **PRICE BID FORMAT** as per **Proforma - IV**.

**TOTAL ESTIMATED CONTRACT COST FOR 2 (TWO) UNITS:**

**T = [TBJ + TNW] WHERE,**

**Total Cost for BJ [TBJ] = Total estimated Contract cost for 1 No. 'BJ' Cementing Unit**

**TBJ = MBJ + BJ1 + BJ2 + BJ3 + BJ4 + BJ5**

**Total Cost for NOWSCO [TNW] = Total estimated Contract cost for 1 No. 'NowSCO' Cementing Unit**

**TNW = MNW + NW1 + NW2 + NW3 + NW4 + NW5**

- i) The Total estimated Contract Cost for 'BJ' Unit shall be evaluated as under:
- a) Lump Sum for Transfer of BJ unit from Duliajan to Contractor's workplace and back to Duliajan after completion of job: **MBJ**
  - b) Lump sum for replacement of equipment and accessories as per Scope of work: 2.1(a) + 2.1(b) + 2.1(c) + 2.1(d) = **BJ1**
  - c) Lump sum charges for up-gradation of the unit as per Scope of work: 2.1(e) = **BJ2**
  - d) Lump sum charges for sand blasting/denting/welding and painting as per Scope of work: 2.3 = **BJ3**
  - e) Lump sum Charges for initial testing as per Scope of work: 2.4 = **BJ4**
  - f) Lump sum charges to witness three cementing jobs by an expert technician team to trouble shoot if any after overhauling (Clause No. 2.4, Section-III): = **BJ5**
- ii) The Total estimated Contract Cost for 'NowSCO' Unit shall be evaluated as under :
- a) Lump Sum for Transfer of NOWSCO unit from Duliajan to Contractor's workplace and back to Duliajan after completion of job: **MNW**
  - b) Lump sum for replacement of equipment and accessories as per Scope of work: 2.1(a) + 2.1(b) + 2.1(c) + 2.1(d) = **NW1**

- c) Lump sum charges for up-gradation of the unit as per Scope of work: 2.1(e) = **NW2**
- d) Lump sum charges for sand blasting/denting/welding and painting as per Scope of work: 2.3 = **NW3**
- e) Lump sum Charges for initial testing as per Scope of work: 2.4 = **NW4**
- f) Lump sum charges to witness the three cementing jobs by an expert technician team to trouble shoot if any after overhauling (Clause No. 2.4, Section-III): **NW5**

6.0 **Granting of Price & Purchase Preference :**

(i) **Price Preference:**

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

- (a) Be registered within India
- (b) Have majority ownership by Nationals of India
- (c) Not sub-contract more than 50% of the works measured in terms of value, to Foreign Contractors.

For (c) above an original certificate from practicing Chartered Accountants indicating therein various details which could establish that not more than 50% of the works measured in terms of value has been sub-contracted to Foreign contractors must be furnished to OIL (in unpriced techno-commercial bid). It must be noted that above information so furnished, if at any stage found wrong, incorrect or misleading, will attract action as per rules / law.

(ii) **Purchase Preference to central PSUs:** Not Applicable

(iii) Where (applicable for ICB tenders only) Central PSUs as well as domestic bidders are eligible for Purchase and Price preference respectively, Purchase preference to PSU shall take precedence over the Price preference.

7.0 **Custom Duty on Imported Items/Equipment:** The services under this Contract shall be carried out in ML/PEL areas of the Company issued or renewed to Company after 01/04/99 and therefore, imports under this Contract is presently exempted from Customs Duty. OIL shall issue necessary Essentiality Certificate for availing the Nil Customs duty benefit. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

**END OF PART - 2**  
**&&&&&**

## PART - 3

### SECTION - I

#### GENERAL TERMS AND CONDITIONS OF CONTRACT

##### 1.0 DEFINITIONS:

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

- (a) "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) "Contract Price" means the price payable to contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "Work" means each and every activity required for the successful execution of the job as described in Section-II, the Terms of Reference;
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the individual or firm or Body incorporated performing the work under this Contract;
- (f) "Contractor's Personnel" means the personnel to be provided by the contractor to carryout the job as per the contract;
- (g) "Company's Personnel" means the personnel nominated by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel.

##### 2.0 EFFECTIVE DATE, MOBILISATION TIME & COMPLETION SCHEDULE:

2.1 EFFECTIVE DATE OF CONTRACT : The contract shall become effective as of the date company notifies the contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award(LOA) by the Company will be the Effective Date of Contract.

2.2 MOBILISATION TIME : The Contractor shall mobilize their personnel to Duliajan, Assam to collect the Cementing Units from the present site of the Units of the Company at Duliajan. Contractor's personnel shall be fully equipped with Tools(if necessary) to collect and transport the Units to the Contractor's work place/workshop. The mobilization i.e. collection of the Units must be completed

within 30 days from the Effective Date of the Contract. Mobilization shall be deemed to be completed when the first Unit is handed over completely to the Contractor after completion of joint inspection of the Unit(s) by both Company and Contractor's representative(s), duly certified by the Company's representative. Mobilisation of the second unit shall be completed within 30 days from the date of notice of the Company.

**2.3 COMPLETION SCHEDULE** : The Contract shall be for repairing, refurbishment and up-gradation of Company's two Cementing Units. The first Unit must be repaired/refurbished and upgraded and delivered by the Contractor to Company within 6(six) months from the date of handing over the Unit to the Contractor at Company's site at Duliajan. The date of receipt of the repaired, refurbished and up-gradaded Unit by Company at Duliajan from Contractor shall be considered as the date of completion of the job for the Unit for the purpose of Liquidated Damage. In case of any delay in completing the job beyond the scheduled date, Liquidated Damages as per Clause No. 17.0 of Section – I shall be applicable. Similarly, the second Unit shall be repaired/refurbished and upgraded and delivered to Company within 6(six) months from the date of handing over the second Unit to the Contractor at Duliajan. In case of any delay in completing the job beyond the scheduled date, Liquidated Damages as per Clause No. 17.0 of Section – I shall be applicable.

**3.0 GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor 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 way.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, engage all labour as required to carryout the job.

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 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided, cover all its obligations under the Contract.

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

**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 Contractor in accordance with terms and conditions of the contract.

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

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

5.0 **PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**

5.1 Contractor warrants that it shall engage competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

5.2 The Contractor should ensure that their personnel observe applicable statutory safety requirement.

5.3 The Contractor shall be solely responsible for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan, enroute / local boarding, lodging & medical attention etc. during the period of the contract when their personnel are at Duliajan. Company shall have no responsibility or liability in this regard.

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

6.0 **WARRANTY AND REMEDY OF DEFECTS:**

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

6.2 The Cementing Units shall be thoroughly repaired against defects & serviced after dismantling components /system of the unit and after thoroughly checking the same for operational wear & tear, malfunctioning/missing parts/damaged parts and replacing the same with OEM's items wherever necessary so as to make the unit perform strictly as per original designed parameters for continuous field use for a minimum period of one year.

6.3 The contractor should ensure that all materials used in execution of the works under this contract, shall be new and unused and of recent manufacture which shall in no case be of a date of manufacture older than one year from the date of delivery. The contractor shall warrant that every work executed under this contract shall be free from all defects and faults in material, workmanship and handling etc. and shall be of the highest grade and consistent with established and accepted standards for materials and workmanship of the type ordered and in full conformity with design, drawings, specification or sample, if any, and shall if

operable, operate as per design, drawings, specifications and samples and any other stipulated conditions. In case of obsolete items, necessary certificate from OEM is to be submitted to the Company before replacement with alternate / upgraded version of item. This warranty shall survive inspection, payment, final acceptance of the equipment and shall be valid for a period of 12 months from the date of receipt of the repaired, refurbished & upgraded cementing unit at Cementing Section, OIL, Duliajan.

6.4 If during the aforesaid period the said materials & components of the units are detected not conforming to the description and quality aforesaid or have deteriorated otherwise than by fair wear and tear (the decision of the OIL in that regard being final & binding on the contractor) and if the contractor fails to replace/repair such defective components, at his cost within a reasonable time depending upon exigency of the situation, but not exceeding 14 days then the OIL will be entitled to recover from the contractor the entire payment made to him for the work so found defective and also damage sustained on account of such defective materials by any other associated or allied plant, equipment and structures and other facilities forming part of the works. The contractor agrees to make payment against such claim within 30 days of receipt thereof.

6.5 The period of guarantee for any part of the works shall be for twelve (12) months from the date of receipt of the repaired, refurbished & upgraded cementing unit at the Cementing Yard, Drilling department and acceptance of the units by OIL.

6.6 If the work includes the design and engineering of any structure or procedure, the contractor shall be and remain responsible during the period of guarantee, for making good, with all possible speed, but not exceeding 14 days any defects arising from contractor's defective design and engineering (other than a design made, furnished or specified by OIL and for which the contractor has disclaimed responsibility in writing within 7 days time after receipt of the OIL's instruction) of the aforesaid structure or procedure which may develop under the conditions provided for in the contract and under proper use in the works or any portion thereof. In case of design furnished by OIL, if the contractor is not agreeable to the same then he should communicate within 7 days time in writing regarding the same beyond which it will be deemed that design furnished by OIL is acceptable to the contractor and the job carried out automatically falls under warranty provisions.

6.7 To the extent that during the period of guarantee the works shall remain in as good and perfect condition (fair wear and tear accepted) as they were at the beginning of guarantee and that all units plant, machinery equipment, thing or process shall continue to perform or operate (fair wear and tear accepted) during the period of guarantee in accordance with all relevant contract specifications or conditions to the reconstruction, rectification and making good of defects, imperfections and shrinkage's during or within fourteen days after the expiration

of the period of guarantee as a result of any inspection made during the period of the guarantee.

6.8 The contractor shall ensure that any guarantee or warranties issued by manufacturers of materials, components supplied by contractor or by contractor's sub-contractors and covering the performance of the said material and equipment supplied by them be issued in the joint name of the contractor and OIL. The issuance or existence of any such guarantee or warranties shall however in no way relieve the contractor of his obligations

6.9 The contractor will provide preventive maintenance schedule as suggested by different OEM(s) of the sub assemblies / components of the cementing units. The contractor shall visit Duliajan during 12 months guarantee period to check the conditions of the refurbished unit periodically. During the guarantee period if the contractor is requested by OIL to visit the site/ project for checking and carry out remedial work which the contractor is required to do in terms of the contract, all expenses such as personnel fee, traveling fee to and from the site/project, living and accommodation etc. for remedial works shall be borne by the contractor unless such defects are caused by OIL.

6.2 Should Company discover at any time during the execution of the Contract or within one year after receipt of the repaired, refurbished & upgraded cementing unit at the Cementing Yard, Drilling department and acceptance of the units by OIL that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor, which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

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

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

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

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

8.0 **TAXES:**

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

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel engaged by them.

8.3 The contractor shall furnish to the company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them. Contractor 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 job under the contract, the Contractor shall furnish to the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

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

8.6 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 personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.

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

8.9 **Service tax:** Service Tax as applicable shall be to Company's account.

8.10 Road permits for entry into Assam after completion of repairing, refurbishment and upgradation shall be arranged by OIL and Assam Entry Tax, if any, shall be to OIL's account.

9.0 **INSURANCE:**

9.1 The Contractor shall arrange insurance at their cost to cover all risks in respect of the personnel, materials and equipment belonging to the Contractor during the currency of the contract for its execution. Company will not be responsible for any loss or damage to Contractor's equipment/materials during the execution of the job under the contract for any reasons.

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

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

9.3 Contractor shall arrange insurance coverage of the two Cementing Units at their cost before collecting the Units from Company at Duliajan. The insurance coverage should commence from the date of collecting the Units from Company at Duliajan and should continue till handing over the Units to Company at Duliajan after repair, refurbishment and up-gradation against any breakage, damage, loss, theft or fire etc. during transit and also during the time the Units are in possession of the Contractor.

9.4 The insurance of the Units should be done preferably through any nationalized Insurance company and the Insurance Policy should be in the name of Oil India Ltd. and should be submitted to OIL before collecting the Units at Duliajan. The cost of the Units should be considered as Rs. 2.5 Crore for each unit for insurance purposes.

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

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

9.7 If any of the above policies expire or are cancelled during the term of this contract and Contractor must take action for renewal of the same at no cost to Company. Company will not take any responsibility in this regard.

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

10.0 **CHANGES:**

10.1 During the performance of the work, Company may make a change in the job 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. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (**Section VI**). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with **Clause 13** hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE:**

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation 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 Contractor) 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 occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. If 'force majeure' condition continues for two months, OIL shall have the option to cancel the contract giving prior written notice. 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):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or extension, if any, there of, whichever is earlier.

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

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

12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and / or obligations under the Contract and/or the Contractor'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 the Contract.

12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of the Company except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above Clauses from

12.1 to 12.6 and in the event of such termination, the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract up to the date of termination.

12.8 **CONSEQUENCES OF TERMINATION**: In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

12.9 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor'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 Contractor shall stop continuance of any job on the Units.

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION**: All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliagan, 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 by telex or Fax and confirmed in writing to the applicable address specified below:

**Company**

Head (Contracts)  
OIL INDIA LIMITED  
DULIAJAN - 786602  
ASSAM, INDIA  
Fax No. 0374- 2803549

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

15.0 **SUB-CONTRACTING**: Contractor 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 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

17.0 **LIQUIDATED DAMAGES FOR (I) DEFAULT IN TIMELY MOBILISATION AND (II) TIMELY COMPLETION :**

17.1 The Contractor shall deliver the Units to Company at Duliajan after completing the repairing, refurbishment and upgradation followed by testing and inspection of the units by Company's representative(s) at Contractor's work place/workshop. In the event of the Contractor's default in timely mobilisation of their personnel for taking delivery of the units from OIL at Duliajan, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of taking delivery of the units as defined in clause no. 2.0 of Section - III.

17.2 In the event of the Contractor's default in timely delivery of the repaired, refurbished and upgraded Units to Company within the time period as stipulated in the Contract, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled completion date **till the date of receipt of the repaired, and upgraded Unit at Duliajan by OIL.** The liquidated damages shall be calculated separately for the two units.

17.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure on the part of the Contractor to collect the units from Company at Duliajan and commence the job within the stipulated period.

18.0 **PERFORMANCE SECURITY & BANK GUARANTEE:**

18.1 **PERFORMANCE SECURITY :** The Contractor shall furnish to Company a Bank Guarantee for 10% of the total estimated Contract Price, with validity at least up to 3 months beyond one year warranty period of the second unit, towards performance security. The performance security shall be payable to Company as

compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

18.2 **BANK GUARANTEE** : Contractor shall also submit one Bank Guarantee covering the cost of the two Units(US\$ 24,000.00 OR Rs. 10,00,000.00 for each unit) after receipt of Letter of Award(LOA) from Company and before collecting the Units from Company at Duliajan towards any loss, damage, theft, fire etc. of the Units. Bank Guarantee should be issued by any nationalized Indian bank and valid through the contractual period. The Units shall be handed over to the Contractor only after submitting the Bank Guarantee to Company. The Bank Guarantee shall be returned to the Contractor within one month after receipt of the Units at Duliajan.

19.0 **ASSOCIATION OF COMPANY'S PERSONNEL**: Company's engineer will be associated with the work through out the execution of the job. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and complete repairing, refurbishing & upgradation of the units with the highest standard of work.

20.0 **NOT USED**

21.0 **LIABILITY**:

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

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

21.3 The Contractor 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,

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

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

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

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 Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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 Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 **CONSEQUENTIAL DAMAGE:** Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss 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 Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees 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 Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees 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 Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

25.0 **PAYMENTS & INVOICING PROCEDURE :**

25.1 Company shall pay to the Contractor 90% of the Contract value for each Unit against proof of dispatch of the Unit(s) presented through Bank or directly to OIL after completion of repair, refurbishment and upgradation of the units as per Scope of Work under the contract. The date of dispatch of the Unit(s) through road transport carrier but not later than 7<sup>th</sup>(seventh) day after the date of inspection of the Units by OIL Engineer(s) at the work place of the Contractor after completion of repair, refurbishment and upgradation shall be considered as the date of dispatch of the Unit for all calculation purposes. The balance 10% of the contract value for each unit shall be released to the Contractor after receipt of the Units at Duliajan by Company and after successful trial run of the Unit as per Clause 4.0 of Section – III. No other payments shall be due from company unless

specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

25.2 **Manner of Payment:** All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

25.3 Payment of any invoice(s) 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 six sets of invoices duly super scribed 'Original' and 'copy' as applicable to the Company for processing payment. Separate invoices for the charges payable under the Contract shall be submitted by the Contractor for foreign currency and Indian currency.

25.5 Payment of the invoice(s), if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

25.6 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Clause 25.4 above.

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

25.8 Contractor shall maintain complete and correct records of all information on which Contractor's invoice are based up to 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.

25.9 **Subsequently Enacted Laws:** Subsequent to the date of issue of Letter of Award(LOA) 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 Contractor on account of the operation under the Contract the company/Contractor shall reimburse/pay Contractor/company for such additional / reduced costs actually incurred.

25.10 **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 WITH-HOLDING:**

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

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

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 Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

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

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is

directly/ indirectly related to some negligent act or omission on the part of Contractor.

**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 Contractor 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 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
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Assam Entry Tax Act, 2001

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

27.4 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances.

**28.0 RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and details of each job, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized employees and representatives.

**END OF SECTION - I**

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## SECTION - II

### TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS

#### 1.0 INTRODUCTION :

Oil India Limited (OIL), with its Field Headquarters in Duliajan, Assam, India, is a premier Indian National Oil Company engaged in the business of Exploration, Development, Production and Transportation of Crude Oil, Natural Gas and LPG. The Company owns and operates a range of facilities and services required for the above business in the existing and new concessions in an environment-friendly and financially efficient manner. OIL has been carrying out oil exploration and development activities since early fifties. The Company is mostly concentrating its activities in Assam & Arunachal Pradesh besides other areas in India. The Company is also having participating interests in various projects outside India such as in Libya, Gabon, Iran, Nigeria, Sudan and Yemen.

Company procured two Cementing Units viz. 'BJ' make and 'NOWSCO' make in 1988 and 1990 respectively for carrying out the cementing jobs in-house. The 'BJ' make Cementing Unit was commissioned in 1990 while 'NOWSCO' make was commissioned in 1992. The two Units have been continuously in use since its commissioning and due to its age and wear and tear, the performance of the two units has gone down considerably. Company now feels that the two Units should be refurbished immediately for improving its efficiency and performance. Company has also felt it necessary to upgrade the two Units with installation of Real Time Data Monitoring System in the two Units. The detailed scope of work is given below.

#### 2.0 SCOPE OF WORK

Repairing of hydraulic system & pneumatic system and upgradation of the following two cementing units:

- (a) Truck mounted, BJ-Hughes model PSM-118, Twin cementing unit.
- (b) Truck mounted, NOWSCO model CTT-720, Twin cementing unit.

The scope of work shall cover the following:

#### 2.1(a) CHASSIS DESCRIPTION OF JOB:

##### CHASSIS ENGINE:

##### ENGINE INTAKE SYSTEM:

Replacement of all rubber components on air Intake system.

Replacement of Inlet Air cleaner.

Replacement of all hoses on engine fuel system.

Replacement of V-Belts

Replacement of Oil, Fuel and Water filters

Replacement of all rubber components & hoses interconnecting engine and radiator.

**ENGINE EXHAUST SYSTEM:**

Replacement of exhaust pipes, bends, mufflers and spark arrestor.

**AIR SYSTEM:**

Replacement of pneumatic hoses, metal tubings and composite tubings interconnecting the chassis engine compressors, air receiver tanks, brake system relay valves, brake chambers and brake boosters

Replacement of all relay valves, check valves, quick release valves.

Installation of new service air dryer on chassis brake system

Servicing of all air receiver tank, cleaning and painting

Air receiver tank to be hydro-tested upto 180 psig

Cleaning and servicing of brake booster and brake chambers

**PARKING BRAKE:**

Replacement of pneumatic hoses,

Replacement of parking brake valve

**CHASSIS TRANSMISSION:**

Replacement of transmission oil cooler hoses and filter hoses

Replacement of transmission oil filter

Replacement of shift control

Replacement of PTO lubrication hoses.

Replacement of all hoses between engine throttle and transmission governor control

**POWER STEERING:**

Replacement of all control hoses of power steering system

Replacement of power steering filter

Replacement of power steering pump

Servicing of power steering gears

**CABIN LIFT SYSTEM:**

Replacement of all cabin lift control hoses

**CHASSIS ELECTRICAL SYSTEM:**

Replacement of complete electrical wiring harness

Replacement of relays and fuses

Replacement of alternator, starter and associated electrical cables on chassis engine

**DRIVER CAB:**

Replacement of dash board gauges.

Replacement of air and electric horn

Replacement of all chassis electrical lights

2.1(b) **DECK EQUIPMENT GROUP**

**SLURRY SUPERCHARGER:**

Replacement of Chelsea, engine driven PTO complete with its lubrication and control hoses.

Replacement of supercharger hydraulic drive components - Gear Pump, Gear Motor, interconnecting hoses, relief hoses and control valves and pressure gauges

**MIXING PUMP:**

Replacement of Chelsea, engine driven PTO complete with its lubrication and control hoses, control valves etc.

Overhauling of drive train components

Overhauling of mixing pump

**DECK ENGINE:**

**ENGINE INTAKE SYSTEM:**

Replacement of all rubber components on air Intake system

Replacement of Intake Air cleaner

Replacement of all hoses on engine fuel system

Replacement of V-Belts

Replacement of Oil, Fuel and Water filters

Replacement of all rubber components & hoses interconnecting engine and radiator

Replacement of exhaust pipes, bends, mufflers and spark arrestor

**ENGINE EXHAUST SYSTEM:**

Replacement of exhaust pipes, bends, mufflers and spark arrestor

**ENGINE THROTTLE SYSTEM:**

Replacement of all engine throttle control hoses

**DECK TRANSMISSION:**

Replacement of transmission oil cooler hoses and filter hoses

Replacement of transmission oil filter

Replacement of shift control

**DECK ELECTRICAL SYSTEM:**

Replacement of complete electrical wiring

Replacement of relays, fuses ect.

Replacement / Installation of alternator, starter and electrical cables

Replacement of lighting arrangement

2.1(c) **TRIPLEX PUMP GROUP**

**POWER END LUBRICATION:**

Replacement of power end lube pump, pressure gauges and complete lubrication hoses interconnecting power end and the pump

**PLUNGER LUBE SYSTEM:**

Replacement of plunger lubrication system, complete with reservoir and associated pneumatic and hydraulic hoses.

2.1(d) **CONTROL PANEL:**

The deck control panel to be completely replaced with weatherproof enclosed panel to accommodate Data Monitoring System and existing instruments and control

Engine, Triplex pump and other functional gauges, controls and control hoses to be completely replaced

Replacement of complete pneumatic system including hardware, hoses and tubing

2.2 **UPGRADATION**

Supply and Installation of Real Time Data Monitoring System. The Data monitoring system shall be PLC based and should have HMI based display TFT Screen. The complete system shall be installed in the unit weather proof control panel.

Data monitoring system should have sufficient onboard data storage capacity for storing recorded data of atleast 5 cementing operations. It should also have provision for uploading data on portable data storage device.

Data monitoring system should have followings as minimum online monitoring, display and recording

Slurry Density Slurry density should be measured with Micro Motion densitometer.

The densitometer should have its own hydraulically driven centrifugal circulating pump and strainer.

Densitometer should have flushing system to flush the densitometer after cementing operation. Flushing system shall be incorporated in the existing mix water system.

Discharge Pressure Discharge pressure shall be measured with pressure transducer installed one each for the triplex pump rated at 10,000 psi - WIKA / ASHCROFT make.

Discharge Flow Discharge flow shall be measured with Turbine flow meter installed one each for triplex pump. Turbine flow meter should have integral WECO 1502 union nut - HOFFER make.

The display should show individual instantaneous flow rates in GPM and a totaliser to show total amount of slurry being pumped into the well.

Power supply The Data monitoring system should be compatible with existing electrical system of the cementing unit. It should not depend on external power supply.

### 2.3 **OTHERS**

The units need to be stripped off all hydraulic, pneumatic, electrical lines and other accessories to facilitate sand blasting/denting/repair and painting with OEM color code and shade.

Inventory tank, hydraulic tank, suction and discharge piping should be properly cleaned and painted.

Replacement of all fasteners.

### 2.4 **CHECK LIST FOR TESTING OF REPAIRED & UPGRADED CEMENTING UNIT AT THE TIME OF FINAL INSPECTION:**

Contractor shall carryout following test run and inspection at Contractor's work place in presence of Company's authorized representative. The unit will be considered repaired once following tests are certified satisfactory by the Company's authorized representative. The testing parameters guidelines are as follows:

#### (a) **MIXING WATER CENTRIFUGAL PUMPS:**

1. Working pressure in open condition = >200 PSI
2. Maximum flow rate at working pressure = > 10 BPM
3. Shut off pressure = > 250 PSI

#### (b) **SUPERCHARGER PUMP (MISSION):**

1. Maximum Flow rate = > 14 BPM.
2. Maximum pressure = 50 PSI

#### (c) **AIR SYSTEM:**

1. Air pressure should be developed to 120 PSI in the air tanks and blowing safety valve beyond 120 PSI.
2. Air dryer function test.
3. Functional test off air actuated valves.
4. Check for system air leakage. Leakage < 10 psi in hour.
5. Air vessels should be tested hydraulically at 180 PSI and inscribe the date of test pressure and next test due (after three years) on the body of the vessel.

#### (d) **ELECTRICAL SYSTEM AND INSTRUMENT:**

1. Function test of all instruments /system and control.
2. All lamps / lights and indicator should work properly.
3. Proper functioning of all dash board and control panel switches
4. Check functionality of all sensors & relays

5. Check functionality of all warning lights, alarms / buzzers.
- (e) **HYDRAULIC SYSTEMS.**
1. Function test of all hydraulic system.
  2. Function test of all the PTO.
  3. All filters are replaced with new.
  4. Valves actuators should work properly and effectively
  5. Hydraulic pumps and motors should work effectively and efficiently.
  6. All pressure gauges of hydraulic system should work properly.
  7. Hydraulic oil level indicator should indicate oil level.
- (f) **CONTROL PANEL**
1. All engine control functions in the panel with gauges, control, switches should work properly.
  2. Air pressure regulators should function effectively.
  3. All digital gauges should indicate readings properly.
- (g) **FABRICATION AND PAINTING**
1. Check denting/welding, sand blasting etc. are carried out properly.
  2. Painting works are carried out as per our requirement and standard.
  3. Battery box is cleaned/refurbished and painted.
  4. All support structures are refurbished and painted.
  5. Swivel & pipe rack is refurbished and painted.
  6. Mixing module and their securing & locking system are refurbished and painted.
- (h) **POWER END LUBRICANTION SYSTEM**
1. Operation/functioning of all valves in lubricating system
  2. All hoses, end connections, adapters etc. should be properly fixed up.
  3. Integrity of lubricating system for effective lubrication.
- (i) **PNEUMATIC SYSTEM**
1. All hoses, pneumatic lines and connections should be checked for any leak.
  2. All pneumatic valves should be operated and function effectively.
  3. All pneumatic control valves & shifters (pneumatic switches) should work properly.
  4. All air tanks are free form leak
  5. Air drier & assembly should function properly.

(j) **PTO SHIFT**

1. All size hydraulic hoses with end connection adapters connected should be leak free.
2. All PTO shift should work properly and effectively.

3.0 **ADDITIONAL ITEMS:**

Bidders are also required to quote for following additional items, which may be required to be replaced upon dismantling of the unit. Contractor in consultation with OIL can finalize on this list after joint inspection of dismantled unit. The order value accordingly will be enhanced.

1 **CHASSIS:**

- Repair of chassis frame
- Replacement of brake liners
- Replacement of brake boosters and chambers
- Replacement of chassis transmission heat exchangers
- Replacement of chassis engine radiator
- Replacement of Wiper motor and wiper
- Replacement of windshield glass and side door glass
- Repair of Cabin upholstery, driver and rider seat and floor matting.
- Replacement of all air receiver tank
- Repair of driver cabin frame.
- Replacement of battery box
- Replacement of cabin lift system
- Replacement of front and rear bumper
- Replacement of mud guard

2 **DECK EQUIPMENT:**

- Replacement of Deck transmission heat exchangers: 1 no.
- Replacement of Deck engine radiator: 1no.
- Replacement of engine mounting base frame : 1 no.
- Replacement of mix pump : TENGL Mission Magnum-1
- Replacement of supercharger pump : BJ Unit
- Replacement of supercharger pump : NOWSCO Unit
- Replacement of mix pump drive train : BJ Unit.
- Replacement of Inventory Tank
- Replacement of Hydraulic Tank
- Replacement of operator platform
- Replacement of complete discharge piping
- Replacement of mix pump piping and low pressure suction piping.
- Replacement of slurry mixing tank
- Top Overhauling of BJ Triplex pump : 2 nos.
- Top Overhauling of NOWSCO Triplex pump : 2 nos.
- Replacement of MD-TOTCO pressure gauge : 2 nos.

#### 4.0 **SPARES PARTS & CONSUMABLES:**

4.1 The bidder will have to submit the Break-up of the spare parts of main assembly/ sub-assembly wise as detailed in the Scope of work. It has to be indicated separately for indigenous and imported materials for each unit. List price of OEM / OES and a certificate from OEM / OES that no lower price has been quoted to any other customer has to be submitted. The bidder has to procure the quoted spares parts / consumables (new & unused) from the respective OEMs / authorized distributors only. The offer must be accompanied with the confirmation letter that all spare parts quoted & any additional items required for overhauling /refurbishment of the equipment are to be procured from OEMs /OES or authorized distributors only.

4.2 Bidder should agree and confirm acceptance of following conditions:-

i) During the execution of work if there is any addition of works in a particular unit i.e. other than as defined / specified in the scope of work and if extra spare parts / consumables are needed, such spare parts / consumables / fabrication work shall have to approved by OIL before procurement by the bidder. Rates of such spare parts/ consumables shall be decided mutually by OIL and the bidder. Value of such additional of work / cost of spare parts & consumables shall be limited to maximum 2.5% of the Lump sum price quoted by the bidder as per the price format for the respective type of unit.

(ii) Bidder should confirm that the old / replaced spare parts shall be returned to OIL along with the repair units.

(iii) Bidder must possess ISO 9000 certification (latest version) for their workshop and submit a copy of same along with their bid. Offers from bidders not having their won ISO 9000 certified workshop shall be straightway rejected. The bidder must possess the ISO 9000 certification till completion of the job under the contract. In the event, the ISO 9000 certification is withdrawn during the tenure of the contract; OIL reserves the right to cancel the contract.

(iv) The Bidder's base of execution of contract (workshop / facilities) must be located in India having necessary infrastructure for repair, refurbishment, up-gradation & testing of each assembly / sub-assemblies of each unit and the assembling unit as a whole as per OEM's guidelines. The bidder quoting with tie-up with other workshops for carrying out he jobs including testing as per scope of work will have to submit necessary tie-up/MOU documents along with their bid along with the details of infrastructure required for carrying out jobs as per Scope of work.

**&&&&**

### **General Description of BJ Cementing Unit**

The BJ-Hughes model PSM-118 is a body load cement pumping unit which utilizes a BJ-Hughes Vari-Jet Mixer for slurry mixing. Slurry density is monitored with a BJ-Hughes DB-III Pneumatic Densimeter.

### **Dimension and Weights**

Height	12'-6" (381 cm)
Length	31'-2" (950 cm)
Width	8'-0" (244 cm)
Gross Weight :	54,800 lbs (24,857 kg)

**Truck – International Paystar 5000 Cab over 6x4, BJ specification A29074**

**Engine:** Cummins NTC 350-A, 350 HP @2100 RPM.

**Transmission** - Allison HT 750 DR with engine-driven PTO option.

**Hydraulic pump** – Commercial Shearing Gear pump # P25x278BEIT20-7 @ 2100 RPM engine speed delivers approximately 40 GPM to the slurry supercharger drive motor.

**Mixing pump-** TRW Mission 4"x3"x13" Magnum 1 Centrifugal pump, driven by the deck engine through the side outlet PTO and Reversing Gear box Funk #28103 1:1 ratio 2/1480 drive flanges.

### **Deck Engine and Transmission Group**

**Engines** - Cummins NTA-855-C, 360 HP @ 2100 RPM

**Air Filter** – Fram #FG16-1500 Oil Bath

**Spark Arrestor Muffler** –Donaldson #DSU-05-412

**Radiator-** Young #D3-18-05

**Lube Oil Filter** – Fleet Guard #LF 670

**Fuel filter:** fleet guard :PF-105

**Water filter:** fleet guard : WF-2054

GENERAL DESCRIPTION OF NOWSCO CEMENTING UNIT:

<b>MODEL</b>	<b>CTT-720 Twin cementing Unit</b>				
<b>Chassis</b>	<b>Kenworth</b>				
<b>DIMENTIONS</b>					
HEIGHT	12ft - 0 inch				
LENGTH	38ft- 1inch				
WIDTH	8FT - 0 inch				
WEIGHT	29,484KG				
<b>CHASSIS ENGINE</b>					
MAKE	CUMMIINS				
MODEL	NTC-350				
HP	350 BHP @2100RPM				
<b>CHASSIS TRANSMISSION</b>					
MAKE	ALLISON				
MODEL	HT750DR				
<b>RIGHT &amp; LEFT HAND DECK ENGINE</b>					
MAKE	CUMMINS				
MODEL	NTA855P				
HP	<a href="#">360BHP@2100RPM</a>				
<b>LEFT &amp; RIGHT HAND TRIPLEX PUMPS</b>					
MODEL	OPI 500 AWS				
<b>MIXING PUMP</b>					
MAKE	MISSION FLUID KING				
MODEL	2X3				
<b>PRESSURIZER PUMP</b>					
MAKE	MISSION FLUID KING				
MODEL	4X5				

## SECTION - III

### SPECIAL CONDITIONS OF CONTRACT

1.0 **DEFINITIONS**: Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

1.1 'Cementing Unit' or 'Unit' means the Cementing Unit(either 'BJ' make or 'Nowasco' Make) complete with all accessories and equipment as listed in the Contract.

1.2 'Company's items' means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.

1.3 'Contractor's items' means the equipment; materials and services, which are to be provided by Contractor or Company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.

1.4 'Contractor's personnel' means the personnel as mentioned under section terms of reference and technical specification, to be engaged by Contractor from performing the job under the Contract.

1.5 'Contractor's representatives' means such persons duly appointed by the Contractor thereof at site to act on Contractor's behalf and notified in writing to the Company.

1.6 'Day' means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.

1.7 'Approval' as it relates to Company, means written approval.

1.8 '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.

1.9 'Workplace' or 'Workshop' means the place of works of the Contractor where the repairing, refurbishing and upgradation job of the Units shall be carried out.

2.0 **TRANSPORTATION OF CEMENTING UNIT**:

2.1 Collection of the two Cementing units from Company's site Duliajan, Assam to Contractor's works place/workshop & return of the Cementing units after completion of jobs as per Scope of Work to Company's site at Duliajan, Assam shall be the responsibility of the Contractor. All to and fro transportation and insurance coverage cost of the two Units shall be borne by the Contractor.

2.2 Contractor will collect the first Cementing unit within 30 days from the date of Letter of Award(LOA) and after submission of Performance Security and Bank Guarantee as per Clause No. 18.0 of Section - I. All the expenses of the Contractor's personnel visit to Duliajan for collecting the Units from Company at Duliajan as well as for delivering the Units to Company after repair/ up-gradation should be borne by the Contractor. Company will not take any responsibility in this regard.

2.3 Before handing over the Units to Contractor, a physical inspection cum verification of the Units will be carried out jointly by the representatives of Contractor and Company and signed by both the representatives certifying the status of the items in the units. Similarly, at the time of delivery of the units by the Contractor to Company at Company's site at Duliajan after its repair and up-gradation, the status of the items in the two units will be taken through a joint physical inspection cum verification of the units by the representatives of Contractor and Company.

2.4 The 2nd unit is to be collected by the Contractor after delivery and successful run of the first unit at Duliajan, Assam. After repairing and delivering of the first unit to Company's site at Duliajan, the Unit will be operated in the field by OIL Engineer(s) in presence of the Contractor's personnel and satisfactory completion of three wells only will be treated as successful refurbishment & up-gradation of the unit. The second unit will be handed over to the Contractor for repairing/upgradation only after the successful test run at their workshop and received at Duliajan. The second unit is also to be tested in the field in the similar way after repair. Only after satisfactory performance of the Units in OIL's field as above, the Units will be considered for 'Acceptance' by OIL. All costs including but not limited to, to & fro fares, boarding & lodging and other expenses relating to visit of Contractor's personnel to Duliajan for supervising the performance of the Units will be borne by the Contractor.

2.5 The two Cementing units shall be transported by the Contractor to their workshop after collecting from Company either driving down the Units or loading it onto trailer(s). Crane facility for lifting the units onto the Contractor's trailer at the time of handing over the unit at Duliajan will be arranged by OIL on free of charge basis. Contractor shall be responsible for off loading & loading of the unit at Contractor's works place/workshop. Similarly, the repaired & upgraded units after completion of the job should be driven down / motored back to Duliajan. Any breakage/damage/loss /theft/ Fire etc. of items in the two Units during transit(both outward and inward) and during the time the units are in possession of the contractor shall be the responsibility of the Contractor and the items to be suitably repaired/ replaced free of charge at no cost to Company. The RTO formalities and arrangement of Road Permits for taking the Units to Contractor's workplace/workshop from Duliajan (Assam) shall be the responsibility of the Contractor and all related expenses are to be borne by the Contractor. However, OIL shall provide the necessary Road Permit(s) to Contractor for bringing the

repaired, refurbished and upgraded units from Contractor's workplace/workshop to OIL's site at Duliajan.

### 3.0 **INSPECTION:**

3.1 During execution of the work one representative of OIL may be stationed at the work place of the Contractor for coordination & supervise the execution of work carried out by the Contractor as defined in the scope of work of the contract as and when necessary. The contractor shall keep an authentic 'daily worksheet' for each of the equipment to have detailed entry of work performed / under process & and also record of consumption of spares/ consumables. The same should be signed by the Contractor's representative and copy of the same should be mailed to OIL daily. After completion of repairs of each unit before offering for final inspection, Contractor shall submit a consolidated list of spare parts / consumable replaced / used in the unit in respect of items detailed in the Scope of work, duly certified by on-site OIL representative. The unit shall be inspected in stages like (a) After stripping of the unit to assess the need based replacement (b) After completion of servicing /overhauling of each major equipment.

3.2 Final inspection on completion of refurbishment of the equipment shall be jointly carried out by team of OIL personnel on receipt of all necessary certificates & warranties from the OEMs of sub-assemblies together with test sheets / schedules of all other assemblies / subassemblies.

3.3 The contractor shall take all steps to complete the final testing of the unit (before dispatch) which has to be completed within 72 hrs in presence of OIL team at the designated work center of the contractor.

### 4.0 **FOOD, ACCOMMODATION, TRANSPORTATION OF CONTRACTOR#S PERSONNEL WHILE AT DULIAJAN**

4.1 All expenses of the Contractor's personnel including but not limited to fooding/lodging, to and fro fares, local transport at Duliajan and all other expenses at the time of collection of the Unit from OIL at Duliajan and also at the time of delivery of the Unit till acceptance of the Unit by OIL shall be the responsibility of the Contractor. OIL may however, provide its guest house facilities subject to availability, on chargeable basis.

### 5.0 **CUSTOMS DUTY**

5.1 The two Cementing Units after repairing, refurbishing and up-gradation shall be used in PEL/ML areas renewed / issued to Company after 1.4.1999 and, therefore, imports under this Contract are presently exempted from customs duty. Company shall provide recommendatory letter to Directorate General of Hydrocarbons, New Delhi (DGH) for issuance of Essentiality Certificate (EC) to enable Contractor to import goods for repair, refurbishment and up-gradation of the Units under this Contract at concessional (Nil) customs duty. The Contractor, after shipment of the goods, shall submit to Company along with all shipping documents with clear 15 working days notice for arranging EC provided all the documents submitted by the Contractor are in order. Contractor shall submit a

consolidated list of the items to be imported by them for repairing, refurbishing & up-gradation of the units separately along with their offer showing the quantity and the CIF Kolkata port cost of each item for the purpose of issuance of Recommendatory Letter to DGH. Customs clearance of the goods shall be the responsibility of the Contractor and all expenses related to clearance of goods through Customs and transportation of the same to Contractor's work place/workshop and / or to Company's site at Duliajan shall be to Contractor's account.

5.2 However, in the event customs duty is leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on the items to be imported by the Contractor in connection with repair, refurbishment and up-gradation of the two Units as per as per list submitted by Contractor, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of customs duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata(India) within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata(India). Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for customs duty payment shall be limited / restricted to the tariff rates as assessed by the customs on the day of clearance. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess customs duty. Any delay on the part of the Contractor to file the papers either to the Company or to Customs authorities resulting in excess payment of Customs duty or any other expenses arising out of this, shall be to Contractor's account.

5.3 Contractor shall, however, arrange clearance of such items from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

6.0 **CONFIDENTIALITY**: Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information gathered during the repairing, refurbishing and up-gradation job of the two Units and to take all-reasonable steps to ensure the Contractor's personnel likewise keep such information confidential.

6.1 This obligation shall keep in force even after the termination/completion date and until such information will be disclosed by Company.

6.2 Contractor shall handover to Company all Company's documents or drafts concerning the execution of the work.

6.3 Contractor shall forbid access to the Cementing Unit to any people not involved with the repairing, refurbishing and up-gradation job of the two Units or not authorised by the company to have access to the drilling Unit, however, this provision is not applicable to any Government and/or police representative on duty.

7.0 **DURATION**: The rates, terms and conditions as incorporated in this Contract shall be applicable during the tenure of the Contract and will continue till the termination/completion the Contract.

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

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

**END OF SECTION**

**&&&&&**

**SECTION - IV**

**SCHEDULE OF RATES**

1.0 Bidder shall quote their prices for the two Units as under:

Srl. No.	Parameters	Cost for repairing, refurbishing, upgradation of Cementing Unit		Total Cost
		For 'BJ' Make	For 'Nowco" Make	
1	Lump sum Transfer of Cementing unit from Duliajan to Contractor's workplace and back to Duliajan after completion of job = <b>MBJ+ MNW</b>			
2	Lump sum for replacement of equipment and accessories as per Scope of work = <b>BJ1 + NW1</b>			
3	Lump sum charges for upgradation of the unit as per Scope of work = <b>BJ2 + NW2</b>			
4	Lump sum charges for sand blasting/denting/welding and painting as per Scope of work = <b>BJ3 + NW3</b>			
5	Lump sum Charges for initial testing as per Scope of work = <b>BJ4 + NW4</b>			
6	Lump sum charges to witness three cementing jobs by an expert technician team to trouble shoot if any after overhauling (Clause No. 2.4, Section-III) = <b>BJ5 + NW5</b>			
<b>Grand Total Cost, T=(TBJ+TNW)</b>				

**Grand Total Cost, T = TBJ + TNW,**

where,

**TBJ = MBJ + BJ1 + BJ2 + BJ3 + BJ4 + BJ5 and  
TNW = MNW + NW1 + NW2 + NW3 + NW4 + NW5**

**NOTES:**

- (I) The lump sum charges should include all labour charges, Engineering & Service charges, taxes (personnel, corporate, works Contract, octroi, excise duty, Inspection, testing & commissioning charges. Service tax shall be borne by OIL.
- (II) These are PEL/ML requirement, hence custom duty is Nil for imports. Hence no Custom Duty should be included in the quoted price.
- (III) In the up-gradation work, the bidder has to submit individual cost of all equipment / items required to be up-graded (inclusive of running spares for 12 months which should be supplied free of cost to OIL.
- (IV) The bidder shall quote for the additional items, which may be required to be replaced upon dismantling of the unit. However, this will not be considered for evaluation purposes.

2.0 **FIRM PRICE :**

The rates and prices entered in this contract shall remain firm throughout the period of the contract and no escalation to the rates and prices during the currency of the contract will be allowed under any account.

**\$\$\$\$\$\$**

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

Srl. No.	Item Description	Qty / Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C 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:

**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.

-----  
**Signature of the bidder**

**BID FORM**

To  
M/s. Oil India Limited,  
**For Head (Contracts)**  
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 commence the work within ( ) days calculated from the date of award of Contract.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

-----  
Signature

\_\_\_\_\_  
(In the capacity of)

**FORM OF PERFORMANCE BANK GUARANTEE**

To: M/s. OIL INDIA LIMITED,  
For 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 \_\_\_\_\_

Date ..... Place \_\_\_\_\_

**CONTRACT FORM**

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

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may 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.

WHEREAS, Company issued a firm Letter of Award No. \_\_\_\_\_ based on Offer No. \_\_\_\_\_ submitted by the Contractor against Company's Tender No. \_\_\_\_\_.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. \_\_\_\_\_.

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

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

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

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

- (a) Section-I indicating the General Terms & Conditions of Contract,
- (b) Section-II indicating the Terms of Reference/Technical Specifications,
- (c) Section-III indicating the Schedule of rates and
- (d) Section – IV indicating the Special Terms & Conditions of Contract.

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)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

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.: \_\_\_\_\_. 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 \_\_\_\_\_ 2010.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws / modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of Contract 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 \_\_\_\_\_

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. \_\_\_\_\_

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,

Signature: \_\_\_\_\_  
Name & Designation: \_\_\_\_\_  
For & on behalf of: \_\_\_\_\_

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