



ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgapur, Assam

**Materials Department**  
**(Rajasthan Project)**  
12 Old Residency Road, Jodhpur  
Rajasthan, India.  
Phone/Fax -0291-2438174  
Email: [mat\\_rp@oilindia.in](mailto:mat_rp@oilindia.in)

Date : 11.07.2009

**M/s. (As per list attached)**

Dear Sirs,

<b>Tender No.</b>	<b>: JCO 5419 L10</b>
<b>Bid Closing Date and Time</b>	<b>: 28.07.2009 15:00 hrs. IST</b>
<b>Bid Opening Date and Time</b>	<b>: 28.07.2009 15:15 hrs. IST</b>
<b>Bid Security</b>	<b>: US \$ 25,000.00 OR Rs. 11,75,000.00</b>

**Sub : Hiring of Specialised Wireline Logging Services on call-out basis.**

- 1.0 Rajasthan Project of OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, is engaged in exploration and production of Natural Gas from Jaisalmer Basin and Heavy oil/Bitumen from Bikaner-Nagaur Basin of western Rajasthan in India.
- 2.0 In connection with its oil/gas exploration operations in various NELP Blocks in the State of Rajasthan (India), OIL invites competitive sealed bids from competent and reputed Wireline Logging Service Providers under composite bidding system (technical and commercial bids together) for hiring of limited number of advanced wireline logging tools for carrying out both openhole and cased hole logging operations using OIL's in-house Wireline logging unit of "Halliburton" make LOG-IQ system on call-out basis as and when required. The Contract will be signed initially for a period of six months with a provision for extension by further six months at the same rates, terms and conditions at the option of Company.
- 5.0 A complete set of tender document specifying the requirements in details and other applicable terms and conditions is enclosed. Please forward your most competitive bid, so as to reach us latest by 28.07.2009 (15:00 hrs-IST). We now look forward to receiving your bids within the scheduled date and time.

Thanking you.

Yours faithfully,  
OIL INDIA LIMITED

( U. N. JENA )  
SR. MANAGER (MATERIALS)  
FOR EXECUTIVE DIRECTOR (RP)

Encl. : a/a

## **SECTION – I**

### **INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bids. 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.

#### **TENDER DOCUMENT / BIDDING DOCUMENT**

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Tender Document. This bidding document includes the following:

- (a) Covering Letter
- (b) Instructions to Bidders (Section - I)
- (c) Scope of work / Terms of Reference (Section - II)
- (d) General Conditions of Contract (Section - III)
- (e) Special Conditions of Contract (Section - IV)
- (f) Bid form & Schedule of Rates (Section - V)
- (g) The Bid Security Form (Section - VI)
- (h) The Performance Security Form (Section - VII)
- (i) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC)-(Section - VIII)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of their 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 Bid Documents through an Addendum.

- 3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier /Post to all prospective Bidders to whom Company had issued 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.

#### 4.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

Bidders must satisfy the Bid Evaluation Criteria/Bid Rejection Criteria adopted vide Section – VIII herein to qualify against the tender for award of contract.

#### 5.0 **CURRENCIES OF BID AND PAYMENT:**

- 5.1 A bidder expecting to incur its expenditures during 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.

- 5.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies at par with foreign bidders. However, currency once quoted will not be allowed to be changed.
- 6.0 **Period of Bid Validity :** Bids shall be valid for a minimum period of 60 days from the date of tender opening. Bids with insufficient validity will merit for rejection.
- 7.0 **Submission of Bids :** The tender is floated under single stage composite bid system. Hence, the bidders are requested to prepare techno-commercial bids (Price schedule strictly as per enclosed PROFORMA-II) in triplicate and submit the same on or before the scheduled bid closing date and time to CHIEF MANAGER (M & C), OIL INDIA LIMITED, RAJASTHAN PROJECT, 12-OLD RESIDENCY ROAD, JODHPUR-342 011.
- 7.1 The original and each copy of bid shall be typed or written in indelible ink and shall be signed on each page by the person(s) duly authorized to bind the bidder to the agreement. Bids shall contain no interlineations, erasures and use of white fluid or overwriting.
- 7.2 The original and each copy of the bid should be sealed in an envelope and the following must be clearly marked on the envelope containing bid.
- (i) OIL's Tender No. : **JCO 5419 L10**  
(ii) Bid Closing date & Time : 28.07.2009 (15:00 hrs.-IST)  
(iii) Bidder's Name and Address :
- 7.3 If the envelope is not sealed and/or not marked as explained above, the Company will not assume any responsibility for misplacement or premature opening of bids submitted. Any bid consequently opened prematurely will be rejected.
- 7.4 Timely delivery of bids is the responsibility of the Bidders. Offers should be sent as far as possible by registered post. Company will however not be responsible for any postal delay.
- 7.5 Telex, fax or e-mail offers will not be accepted. Also, unsolicited offers if any will not be considered for evaluation. Any bid received by Company after the scheduled bid closing date and time will be rejected straightway.
- 8.0 **BID SECURITY:**
- 8.1 Bidder shall furnish as part of its bid, a Bid Security amounting to US \$ 25,000.00 or Rs. 11,75,000.00 as under.
- 8.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 8.7 below.
- 8.3 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-
- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VI for the format) and valid for 60 days beyond the validity of the Bid. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
- b) A Cashier's Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).

- 8.4 Any Bid not secured in accordance with above-mentioned subparagraphs 8.1 to 8.3 will be rejected by Company as non-responsive, except those are exempted.
- 8.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 8.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 8.7 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
  - (b) If a Successful Bidder fails:
    - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
    - ii) To furnish Performance Security.

**NOTE : Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.**

- 90 **Bid Opening and Preliminary Scrutiny :** Bids received within the scheduled date and time will be opened in presence of bidders' authorized representatives, who choose to attend the tender opening.
- 9.1 Company will examine the bids received within the scheduled bid closing date and time to determine whether any computational error is committed, whether documents have been properly signed and submitted and whether the bids are generally in order including receipt of acceptable bid security as called for.
- 9.2 If there is any discrepancy between the Unit Rate and amount, the unit rate will prevail and similarly if there is any difference between the rates quoted in words and figures, the amount so written in words will prevail. Also, if there is any anomaly between the original bid and the Copy of the bid, the original will be treated as correct. Corrections as above will be final and binding on the bidders.
- 10.0 **Rejection of Bids :** Company reserves the right to accept or reject any or all bids and/or to annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the participating bidders or otherwise.
- 11.0 **Award of Contract :** Company will award the agreement to the bidder, whose bid has been determined to be substantially responsive and to have offered the lowest evaluated cost (service-wise), provided further that the bidder is determined by the Company to be qualified to perform the agreement satisfactorily. Company also reserves the right to award the contract partially or fully (either of the intended services or all required services) at its option depending on the rates quoted.
- 11.1 Prior to expiry of bid validity, Company will notify the successful bidder (s) in writing that their bid has been accepted. The notification of award will constitute formation of agreement.

**( END OF SECTION – I )**

## SECTION - II

### SCOPE OF WORK / TERMS OF REFERENCE

#### 1.0 SCOPE OF WORK :

- 1.1 OIL INDIA LIMITED (Rajasthan Project) intends to hire Wireline Logging Services with limited number of advanced tools for carrying out both open hole and cased hole logging operations using OIL's in-house wireline logging unit of "Halliburton" make LOQ-IQ system (having seven conductor 15/32" O.D. logging cable) from reputed wireline logging Companies to provide the logging services in Rajasthan (India) as mentioned in Table-I below. The agreement will be signed for an initial period of six months with a provision for extension of further six months at the same rates, terms and conditions at the option of Company. The Contractor shall provide below listed tools/services on call out basis as and when required by OIL during the contractual period.
- 1.2 The bidders have the option to bid for any of the services or all services listed below depending on availability of their tools, as each individual service will be evaluated separately in this tender.
- 1.3 Bidders who do not prefer to use Company's available Wireline Logging Unit for carrying out the intended operations for the purpose of compatibility or otherwise, can also bring their own Logging Unit alongwith the desired tools at their own risk and cost. In that case, Company will not pay any extra price towards the mobilization or rental of Contractors' Logging Unit.

**TABLE - I :**

#### **LIST OF REQUIRED SERVICES**

<b>Srl. No.</b>	<b>Service Code</b>	<b>Service Description</b>	<b>Tentative Volume of Jobs (No.)</b>
1.	OH-1	Borehole Seismic Services for Vertical Seismic Profiling (VSP) with energy source (Air Gun) and surface equipment and accessories as required for both open holes and cased holes	03
2.	OH-2	Dynamic Formation Testing Services (MDT/RDT or equivalent) with dual Probe, Pump out module and Resistivity based fluid analyzer, multiple sampler, Dual/Straddle Packer module to be used for mini DST service.	03
3.	CH-1	Acoustic Scanning Tool in cased hole for cement evaluation and pipe inspection (USIT/CAST-V or equivalent).	02

2.0 **Essential Equipment & Conditions to be fulfilled :**

- 2.1 Refurbished Tools or equipment shall not be deployed against the contract.
- 2.2 Technical Specifications of the tools and equipment required for the Services are mentioned in enclosed Annexure-A.
- 2.3 The required calibration equipment and verifiers for calibrating all the tools/equipment required against the contract must be available at Contractor's base.
- 2.4 All radioactive sources, storage and handling tools/equipment must be in accordance with international safety standards and also in compliance with the AERB's guidelines on safety and security of the radioactive sources.

3.0 **Data Processing & Interpretation requirements :**

- 3.1 **At Well site :** The Contractor must be equipped with necessary facilities to carry out quick look processing at the well site.
- 3.2 **At Data Processing Centre :** In order to provide the processed/interpreted data within limited time for taking quick decision, the Contractor has to process the entire recorded log data in their data processing/interpretation Centre within India.
- 3.3 Data Processing Engineer/Geoscientists will have to carry out detailed processing of the data within 48 hours from the time of survey. Transmission/sending of log data from the logging base to the processing/interpretation center shall be the sole responsibility of the Contractor.
- 3.4 The processed data should be submitted both in hard copies and soft copies, one set each. The scale of the hard copy should be as per industry standard. Digital data should be in LAS/LIS/DLIS or other industry standard format.
- 3.5 **Provision for Back-up Tools & Services :** The Contractor may choose to keep extra tools as back-up.
- 3.6 **Experience of Logging Engineer :** The personnel to be engaged/deployed by the Contractor for carrying out Wireline Logging operations must be competent, qualified and trained in specific line of operations. Against each call from Company, the Contractor will be required to provide the Logging Engineer (s) having minimum three (3) years relevant experience for carrying out the Wireline logging services at the notified well in Rajasthan. The Contractor may keep additional Logging Engineer (s) at their own cost to effectively carry out the jobs, if required.
- 4.0 Company's site-in-charge/Geologist will supervise the job execution and it will be obligatory on the part of the Contractor to ensure strict compliance to the instructions given by Engineer-in-charge of Company.

**TECHNICAL SPECIFICATION**

<b>Srl. # 01</b>	<b>Service Code : OH-1</b>
SERVICE	Borehole Seismic Services for Vertical Seismic Profiling (VSP) with energy source (air gun) and surface equipment and accessories as required.
TOOL DIAMETER	Industry standard to log wells drilled with 8.1/2" to 12.1/4" bits.
PRESSURE RATING	15,000 psi (min)
TEMP RATING	300 deg F (min)
MEASUREMENT	Caliper, seismic stacks travel time v/s depth plots and raw seismic traces of individual shots.
RANGE	6" to 18" dia holes
RESOLUTION	+/- 1 m sec for shots at same level, +/- 2 m sec for shorts fired in up and down passage on the same level.
REMARKS	Triaxial measurement data should be made available in SEG-Y.

<b>Srl. # 02</b>	<b>Service Code : OH-2</b>
SERVICE	Dynamic formation testing services (MDT/RDT modules) with Pump out module and resistivity based fluid analyzer and Dual/Stradle Packer for mini DST service.
TOOL DIAMETER	Industry standard to test wells drilled with 12.1/4" to 8.1/2" bits 12.1/4" bits.
PRESSURE RATING	15,000 psi (min)
TEMP RATING	300 deg F (min)
MEASUREMENT	Reservoir pressure and gradient, distinguish oil, gas and water, controlled draw down, collection of minimum 2 representative fluid samples per run, flow rate and mobility.
RESOLUTION	Quartz Gauge : 0.01 psi (0-15000 psi) SG : 0.1 psi (0-15000 psi)
ACCURACY	Close to 2 psi +/- 0.01% of reading (Quartz Gauge) Close to +/- 1% of full scale (Strain Gauge)
REMARKS	(i) Provision to provide mobility values at drill site and bring out various plots. (ii) Two samples (non PVT) of size 1000 cc each.

<b>Srl. # 03</b>	<b>Service Code : CH-1</b>
SERVICE	Acoustic Scanning Tool in cased hole for cement evaluation and pipe inspection (USIT/CAST-V or equivalent).
TOOL DIAMETER	Industry standard to log wells completed with 5", 5.1/2", 7" and 9.5/8" casing/liner.
PRESSURE RATING	15,000 psi (min)
TEMP RATING	300 deg F (min)
MEASUREMENT	Acoustic impedance image with resolution to distinguish, liquid, cement slurry behind casing. Cement strength Mud attenuation and acoustic velocity Inside diameter and thickness of pipe
RANGE	6" to 18" dia holes
RESOLUTION	+/- 1 m sec for shots at same level, +/- 2 m sec for shorts fired in up and down passage on the same level.
REMARKS	Triaxial measurement data should be made available in SEG-Y.

**(END OF SECTION – III)**

## SECTION – III

### GENERAL CONDITIONS OF CONTRACT

#### 1.0 DEFINITIONS:

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

- a) The "Contract" means the agreement entered into between Company and Contractor/Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) The "Contract Price" means the price payable to Contractor/Service Provider under the Contract for the full and proper performance of its contractual obligations.
- c) The "Work" means each and every activity required for the successful performance of the services described in the Terms of Reference, Section-II.
- d) "Company" means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) "Contractor/Service Provider" means the individual or firm or Company performing the "Work" under this Contract including its executor, successors, administrators and assignees.
- f) "Contractor's personnel" mean the personnel to be provided by the Contractor/Service Provider to execute the operations/services in consistent with the contractual provisions.
- g) "Company Personnel" mean the personnel to be provided by OIL or OIL's Contractor (other than the bidder). The Company representatives of OIL are also included in the OIL's personnel.
- h) "Company Representative" means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- i) "Gross Negligence" as used in this contract shall mean " willful and wanton disregard for harmful, avoidable and foreseeable consequence".

#### 2.0 MOBILISATION AND DURATION OF CONTRACT:

- 2.1 The contract shall become effective as of the date Company notifies Contractor/Service Provider in writing (through Letter of Intent) that it has been awarded the contract. The date and time of commencement of the contract will be reckoned from the date and time when the materials and services to be provided by the Contractor including manpower reach at the first designated location/well site and are ready to start operation as certified by Company. This date will be treated as the date of initial mobilisation.
- 2.2 The Contract shall remain in force initially for a period of six months from the date of issue of LOI by Company. The contract will also have a provision for extension by further six months at the same rates, terms and conditions at the option of Company.

2.3 **Mobilisation and demobilization of Tools, Equipment and Personnel :** As and when the Wireline logging related jobs with respect to the tools/services provisioned in the contract comes up, Company will issue advance notice to the Contractor giving clear seven (7) day time to mobilize their tools, equipment and personnel to take up the jobs accordingly at the designated site. The Contractor will then immediately on receipt of such mobilisation notice from time to time mobilises the resources up to the site as requisitioned within seven (7) days (including the journey time). On completion of the site jobs in consistence with the requisition from Company, the Contractor will demobilize their resources from site to their base. All related costs towards the mobilisation and demobilization as above will be entirely to the Contractor's account. Company will however provide free food, accommodation and preliminary medical facilities as available at well site during the stay of Contractor's personnel for job execution.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR:

Contractor shall, in accordance with and subject to the terms and conditions of the Contract:

- 3.1 Perform the work in most economic and cost effective manner.
- 3.2 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.3 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.4 Contractor shall give or provide all necessary supervision during the performance of the services 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 the contract:

- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and their personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Provide on-site accommodation, food and available medical facilities for the logging crew free of charge during the operations.
- 4.4 Perform all other obligations of the Company required by the terms of the contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR :

- 5.1 Contractor warrants that it shall provide competent and qualified personnel having at least three years relevant operational experience to perform the assigned work correctly and efficiently as per industry practice.

- 5.2 The Contractor should ensure that their personnel observe applicable Company and statutory safety requirements. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately, any personnel of the Contractor who is reasonably determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from their operation base, en-route expenses etc. Company shall have no responsibility or liability in this regard.
- 5.4 Contractor's personnel shall be fluent in English language (both writing and speaking).
- 6.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:
- 6.1 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.
- 6.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 6.3 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.
- 7.0 TAXES AND DUTIES:
- 7.1 The prices to be quoted by the bidders must be inclusive of Personal tax, Corporate tax, Service tax, Customs Duty, Sales tax & Excise duty etc. on local purchases made by the Contractor as per tariff / rates applicable on the date of submission of Contractor's bid. Maintenance of proper records, submission of returns and all other statutory obligations under all tax laws in India with respect to the subject contract will be entirely the responsibility of the Contractor.
- 7.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them for performance of this contract.
- 7.3 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 this 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.
- 7.4 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.
- 7.5 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.

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

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

8.0 INSURANCE :

8.1 The Contractor shall arrange adequate insurance coverage towards the risks in respect of the personnel, tools, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

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

9.0 FORCE MAJEURE :

9.1 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.

9.2 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.

9.3 Should "force majeure" condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, the force majeure rates (as per clause 9.4 below) shall apply up to the first ten days of each occurrence. Either party will have the right to terminate the contract if such "force majeure" condition continues beyond ten (10) consecutive days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of initial ten (10) days period unless otherwise agreed to.

9.4 On incidence of a force majeure condition when the Contractor's personnel, equipment and tools are already mobilized at site, the Contractor shall be paid by Company @ 50% of the normal rental for equipment and personnel charges up to the initial period of 10 (ten) days of Force majeure.

10.0 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 the 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 Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

11.0 MISCELLANEOUS PROVISIONS:

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

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

11.2 Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

12.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

12.1 In case the Contractor/Service Provider fails to take up any notified job(s) of Company at the designated well site within the allowable notice period of seven (7) days at any time during the validity of contract, Company may without prejudice to any other right or remedy available to it, recover damages as under;

(a) Recover from the Contractor/Service Provider as agreed and predetermined, the liquidated damages and not by way of penalty, a sum equivalent to 0.5% (half percent) of the total value of the services requisitioned for the particular call/trip per hour of delay or part thereof, subject to maximum of 10% (ten percent) of the total value of services for that particular call/trip. For the purpose of this clause, value of services of the particular call/trip shall be worked out considering the estimated normal time (hours) required to complete the services requisitioned by Company for the said call/trip.

12.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence operation within the stipulated period and also to invoke the Performance Bank Guarantee under such situation.

13.0 PERFORMANCE BANK GUARANTEE :

13.1 Within 30 days of the receipt of notification of award from the Company the successful Bidder shall furnish the performance security amounting to 10% (ten percent) of the total evaluated value of the contract as per the Performance Security Form provided in the Bidding Documents or in any other form acceptable to the Company from a Bank located in India. 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.

13.2 The performance security specified above must be valid for three months beyond the date of expiry of the tenure of this contract to enable Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 10% of the contract value for the extended period and also to extend the validity of the performance security accordingly.

13.3 Failure of the successful bidder to furnish Performance Security and/or to sign the formal agreement and/or to mobilise their resources on call 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.

14.0 APPLICABLE LAWS :

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

15.0 PAYMENT & INVOICING PROCEDURE:

Upon completion of jobs against each call/trip, Contractor will submit three sets of invoice/bills to Company for making payment directly through cheque. Payment will be released by Company within 30 days of receipt of undisputed invoice/bills.

16.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to the date of bid opening, 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/Company on account of the operations under the Contract, the Contractor/Company shall pay/reimburse for such additional/reduced costs, as the case may be on submission of documentary evidence.

**(END OF SECTION – III)**

## SECTION – IV

### SPECIAL TERMS AND CONDITIONS

#### **1.0 CONTRACTOR'S OBLIGATIONS :**

- 1.1 The Contractor shall furnish full particulars of their personnel e.g., name, nationality, passport number, date and place of issue and expiry of passport, father's name, date and place of birth, designation etc. in advance before start of activities for Company's clearance against each mobilization notice.
- 1.2 The Contractor shall primarily and solely be responsible for obtaining customs clearance for import in to India of the Contractor's equipment, tools, spare parts, consumables etc. in connection with execution of the work. Any demurrage in this process will be to the Contractor's account.
- 1.3 The Contractor shall arrange clearance of all equipment, tools, spare parts, consumables from Customs and port authorities in India and shall pay all requisite port fees, clearance fees, transit agent fees, inland transportation charges from port to the site etc.
- 1.4 The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
- 1.5 The Contractor shall arrange for transportation of their equipment, tools, spares, consumables from their base to Company's designated site and back at the end of each call at their own expense.
- 1.6 The Contractor will be required to mobilize requisite resources at the site as requisitioned for from time to time within seven days (including journey time) of notice from Company to provide logging services as and when required.
- 1.7 The Contractor shall bear all expenses on account of repair/replacement of their equipment/tool consequent upon damage/loss/non-performance during the course of operation.
- 1.8 The Contractor shall be bound by laws and regulations of Government of India and other statutory bodies in India in respect of use of maps, charts, entry regulations, security restrictions, foreign exchange, work permits, customs and handling of explosives etc.
- 1.9 The Contractor shall bear all applicable taxes, duties and insurance premium etc. as payable for execution of the contract.
- 1.10 The Contractor shall follow all safety rules, in addition to rules prescribed under Indian laws in this respect.
- 1.11 The equipment tools to be mobilized by the Contractor under this contract are the property of Contractor and shall always remain in possession of the Contractor with the exclusive right to use of such equipment/tools by the Contractor for providing services. At no time during the contract, Company personnel will handle/operate/use the Contractor's tool/equipment, unless authorized in writing.

- 1.12 The Contractor's representative/Logging Engineer at site shall have all power requisite for performance of work. He shall liaise with Company's representative for proper co-ordination and timely execution of jobs and on other matters pertaining to the jobs.

## **2.0 COMPANY'S OBLIGATIONS :**

- 2.1 Company shall organize all possible help from local government/administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics. Security of Contractor's personnel and equipment will be the responsibility of the Contractor.
- 2.2 If required, Company shall provide following normal facilities at well site at its cost to the Contractor;
- (a) Water, compressed air, Electric power
  - (b) Crane/forklift etc.
  - (c) Radio/telephone communication facilities.
- 2.3 The Company shall provide Contractor with sufficient right of ingress to and egress from location/site as required for performance by the Contractor.
- 2.4 For replacement due to loss/damage of tools to sub-surface equipment, Company shall pay the Customs duty, if applicable or issue recommendatory Letter for availing Nil or concessional rate of Customs Duty as applicable.
- 2.5 Company shall, in accordance with and subject to the terms and conditions of the contract, make payments to the Contractor for their performance.
- 2.6 Company shall provide on-site accommodation, food and available medical facilities for the logging crew of Contractor free of charge during the operations.
- 2.7 Company's in-house Logging Unit "Halliburton" make LOQ-IQ system (having seven conductor 15/32" O.D. logging cable) is available in Rajasthan. Company is interested to utilize its available resource to the fullest extent. Therefore, it is preferred that the Contractor should bring their relevant Tools, manpower and other materials as required and use Company's aforesaid in-house Logging Unit while carrying out the services as requisitioned from time to time during the currency of contract. Bidders are requested to quote their rates accordingly. However, for the reasons of compatibility or otherwise, bidders bring their own logging unit for the services, for which Company will not pay any additional charges. Rates are to be quoted strictly as per price bid format enclosed vide Proforma-A, A1 & A3 only.
- 2.8 Since it is a pre-requisite for this contract that the required Tools and Equipment must be available in India and the Contractor will mobilize the same within seven days of notice from Company to take up the jobs at site as and when required on call basis, no recommendatory letter will be issued by Company to Contractor for availing nil/concessional rate of Customs duty against the contract.

## **3.0 LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT/TOOLS :**

Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence on the part of Contractor/Service Provider or their sub-contractor, for loss or damage to the sub-surface equipment and the downhole property of Contractor in the hole below the Kelly bushing. Company shall at its option either reimburse the Contractor for the value of lost equipment/tool as declared

in the import invoice at the time of mobilization (or subsequent replacement/addition) of the same equipment/tool for any such loss or damage, less depreciation @ 3% per month from the date of purchase with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/tool to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by Company only after Contractor produces documentary evidence that the particular equipment/tool in question was not covered by Contractor's insurance policy. For such claims, Contractor should notify the Company within one month. The inspection of recovered equipment from the downhole need to be made by Company representatives before submission of the report by Contractor.

#### **4.0 RADIOACTIVE MATERIALS :**

In accepting any order to perform or attempt to perform any service involving the use of radioactive material, company agrees that Contractor shall not be liable or responsible for injury to or death of persons or damage to property (including, but not limited to injury to the well), or any damage whatsoever irrespective of the cause, growing out of or in any way connected with Contractor's use of radioactive materials, Company shall absolve and hold Contractor harmless against all losses, cost, damages and expenses incurred or sustained by Company or any third party irrespective of the cause excluding willful and gross negligence by Contractor or its agents, servants, officers or employees, resulting from any such use of radioactive materials.

#### **5.0 LOG INTERPRETATION :**

Since all log interpretations are based on inference from electrical or other measurements, Contractor can not and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of gross negligence on Contractor or their sub-contractor's part, for any loss cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damage on this account except in case of willful negligence.

#### **6.0 POLLUTION OR CONTAMINATION :**

6.1 Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor, its agents, servants, officers and employees harmless from any liability, loss, cost or expense or loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's willful misconduct or gross negligence.

6.2 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its sub-contractors harmless from any or all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and Attorney's fees) for;

- (a) Damage to or loss of any reservoir or producing formation
- (b) Damage to or loss of any well
- (c) Any other subsurface damage or loss, and

(d) Any property damage or loss or personal injury or death arising out of or in connection with a blow out, fire explosion and loss of well control regardless of cause.

**7.0 FISHING :**

In case it is necessary for Company to “fish” for any of Contractor’s instruments or equipment, Company assumes the entire responsibility for such operations. However, Contractor will, if so desired by Company and without any responsibility or liability on Contractor’s part render assistance in an advisory capacity for the recovery of such equipment and/or instruments. None of Contractor’s employee are authorized to do anything other than advise and consult with Company in connection with such “fishing” operations, and any fishing equipment furnished by Contractor is solely as an accommodation to Company and Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice of assistance rendered to company by Contractor’s agents or employees irrespective of cause.

**(END OF SECTION – IV)**

## SECTION – V

### SCHEDULE OF RATES / PRICE BID FORMATS

- 1.0 Services covered under this contract are required on call out basis as and when required. Company may avail the tools/services at any time during the contractual period by serving seven (7) days advance notice, including the journey time, to the Contractor to mobilize the requisite resources at the designated drilling location in Rajasthan. Any delay in mobilizing the tools, equipment and crew at site will attract liquidated damages as provisioned herein.
- 1.1 The bidders have the option to bid for any of the services or all services covered in this tender depending on availability of their tools, as each individual service will be evaluated separately in this tender.
- 1.2 Company's in-house wireline logging unit of "Halliburton" make LOQ-IQ system (having seven conductor 15/32" O.D. logging cable) is available in Rajasthan, which the Contractor can use to carry out the intended operations. However, the bidders who do not like to use Company's available Wireline Logging Unit for carrying out the intended operations for the purpose of compatibility or otherwise, can also bring their own Logging Unit along with the desired tools at their own risk and cost. In that case, Company will not pay any extra price towards the mobilization or rental of Contractors' Logging Unit.
- 1.3 Bidders are to quote strictly as per enclosed **Proforma-A, Proforma A-1 and Proforma-A2**. The cost details if quoted in other formats by any bidder will be liable for rejection.
- 2.0 The interested and eligible bidders are to quote charges/rates strictly as per the Price Schedule Formats provided vide various Proforma as mentioned above, considering the following;
- (A) **PROFORMA – A : The Proforma-A for the Price Bid Format includes the following charges.**
- 2.1 **MOBILISATION CHARGES** : Mobilisation Charges should be quoted as lumpsum on per call/trip basis, which must include all local and foreign costs related to mobilization of requisite tools, equipment, spares, consumables, accessories and personnel/crew from Contractor's base to Company's designated well site in Rajasthan, India. Mobilisation charges must include the charges, which the Contractor is expected to incur in mobilizing its all requisite resources to take up the notified logging operations/services at Company's well site e.g, transportation costs, transit insurance, taxes, duties and any other charges.
- 2.2 **DEMOBILISATION CHARGES** : Demobilisation charges should be quoted on lumpsum on per call/trip basis, which must include all costs related to demobilization of Contractor's entire resources from Company's designated location in Rajasthan (India) after completion of the notified wireline logging operations/services on call. Costs like transportation of materials/crew up to Contractor's base, transit insurance, taxes, duties and any other charges (port rent, demurrage/re-export charges etc., if any) should be included in demobilization charges.

**2.3 DEMURRAGE CHARGES :**

- (i) Demurrage Charges to be quoted on per day basis and must include the charges towards rental/hiring of the entire set of tools, equipment, crew, spares and consumables etc. required to carry out a notified wireline logging service/operation at OIL's well site in consistence with the Scope of work included herein. Daily Demurrage Charges will become payable from the date/time of arrival (or the time notified by Company, whichever is later) of suitable Logging Tools, Equipment and Personnel etc. at OIL's designated well site for carrying out the notified services/operations against receipt of call from OIL till the date/time of completion of the intended services at that particular well and the Contractor is allowed to leave Company's site. No Demurrage/rental will be paid by OIL during the traveling/journey period to be undertaken by the Contractor from/to their base/well site.
  - (ii) During the period of stay at well site, demurrage charges shall be payable irrespective of the fact as to whether during the said period they were engaged in any operation or were kept waiting/standby.
  - (iii) For this purpose a day shall mean a calendar day of consecutive 24 hours and in case of part of the day, duration up to 12 hours spent at Company's site shall be treated as half day and more than 12 hours shall be treated as full day.
- (B) PROFORMA – A1 : The Proforma-A1 for the Price Bid Format includes the following charges.**

**2.4 OPERATING CHARGES :**

Operating charges should include Rig up/Service Charges per job, if any and other charges as applicable in relation to the particular operation/service as detailed in Proforma - A1 including the cost of spares/consumables required and to be provided by the Contractor for performance of the notified service/operation.

- (C) PROFORMA – A2 : The Proforma-A2 for the Price Bid Format includes the following charges.**

**2.5 DATA PROCESSING CHARGES :**

Rates to be quoted as per parameters in Proforma – A2.

- 2.6 The Rates to be quoted by the Bidders as per aforesaid Proforma must be inclusive of all applicable taxes, duties and levies. However, the percentage of Service Tax included, if any, in the quoted rates must be categorically highlighted/confirmed.
- 2.7 The parameters (Days/quantities etc.) indicated in the Proforma (Price Bid Format) are for commercial evaluation only, which are purely tentative and may fluctuate. Payment to Contractor shall be made on the basis of actual work done.

**(END OF SECTION – V)**

## SECTION – VI

### FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "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 Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity :
  - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;  
or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed is owing to 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 (date of expiry of bank guarantee should be minimum 60 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

-----  
\* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with  
designation seal and seal of the bank.

**(END OF SECTION-VI)**

**SECTION – VII**

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To : (Name of Company \_\_\_\_\_)  
(Address of Company \_\_\_\_\_)

WHEREAS (Name and address of Contractor) \_\_\_\_\_  
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ dated  
\_\_\_\_\_ 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 by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) \* \_\_\_\_\_ (in words) \_\_\_\_\_ such sum 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 the 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 modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (..... ) three months after Contract completion.

**SIGNATURE & SEAL OF THE GUARANTOR**

Name of Bank  
Address  
Date

---

\* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

**NOTE : Bidders are NOT required to complete this form while submitting the Bid.**

**(END OF SECTION-VII)**

## SECTION - VIII

### 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 the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid 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.

#### **1.0 TECHNICAL**

1.1 Bidders must meet the following criteria :

##### **(A) Experience :**

- (i) The bidder must have 05 (five) years satisfactory experience of logging and related services with minimum of 150 Nos. of open hole and cased hole jobs in 1:3 ratio during last three years calculated up to the scheduled date of bid closing, establishing their capability of working in wildcat/development wells having depth of 2100 m or more.
- (ii) The bidder must confirm to provide the required number of qualified, experienced and competent manpower for carrying out the Wireline logging, perforation and other associated operations under the contract. Logging Engineer(s) proposed to be engaged must have relevant experience of minimum three (3) years in Wireline logging and perforation jobs.

##### **(B) Other Requirements :**

- (i) The bidder shall be in possession of the offered specialized/advanced Logging Tools, either owned or leased, in good working condition for carrying out the intended services/operations as per Table-1 in Section-II herein. The Tools must be readily available in India, so that the same can be mobilized at site in Rajasthan within seven days of mobilization notice from Company at any time during the contractual period.
- (ii) The bids alongwith all technical documents and software must be in English language only. Else, the bids will be rejected.
- (iii) Bids must meet all technical requirements as mentioned in the tender document.
- (iv) Bid must not contain any qualifying condition (for example, in respect of a particular equipment statement like “under field test and shall be supplied by the time the contract is signed”, “Specifications will be upgraded in the event of award of contract” etc.)
- (v) Bid must contain the tool calibration data.

- (vi) Bidder must provide sample logs of each tool logged by them as per Table-1 (list of intended Services) in Section-II, including the information regarding the number of oilfield/areas in which the bidder is presently engaged. Proprietary information (Company name, Field name and well name) may be kept blank, if necessary, on the sample logs.
- (vii) The offered tools must use down-hole digitization.
- (viii) Bidder must highlight their experience in shaly sand and carbonate reservoirs with highly saline environment, logging in CO<sub>2</sub> (as an associated gas with hydrocarbons) and heavy oil reservoir.
- (ix) Bidder must assure that the results of basic evaluation, interpretation of open hole logs is submitted at OIL's office in Jodhpur within 48 hours from completion of recording of requisite open hole log. Details of software and supporting documents must be submitted with the bid.
- (x) Offer indicating fixed rental/minimum rental/demurrage charges (monthly or yearly) against tools/equipment instead of quoting monthly rental against each individual tool/equipment on per day basis as per enclosed price schedule Proforma will be rejected.
- (xi) Offer not providing service (s) as per the requirements mentioned in the scope of work/Terms of reference (Section – II) will be rejected.
- (xii) Offer indicating inability to provide basic evaluation/interpretation results at OIL's office in Jodhpur within 48 hours from the time of recording of open/cased hole logs will be rejected.
- (xiii) All documents, certificates, information (bio-data of personnel etc.) in support of meeting above criteria must be submitted alongwith the bid.

## **2.0 COMMERCIAL**

- 2.1 The bids are to be submitted in a single stage composite bid system i.e., Techno-commercial bid including technical and commercial details in sealed envelopes.
- 2.2 Bidders must quote clearly and strictly in accordance with the price schedule outlined in various Price Bid Proforma of tender document, otherwise the bid will be summarily rejected.
- 2.3 Rates quoted must be net of all discounts.
- 2.4 Offer quoting lump-sum charges against any job or combination of jobs will be rejected.
- 2.5 Prices quoted by the successful bidder must remain firm throughout the execution period of the Contract including extension, if any.
- 2.6 Total mobilization charges quoted by a bidder, should not exceed ten percent (10%) of their total evaluated value of the contract, failing which the offer will be rejected.
- 2.7 The Bid documents are not transferable. Bids made by parties who have not been issued the tender document from Company will be rejected.
- 2.8 Bids received after the scheduled bid closing date and time will be rejected outright.

- 2.9 Bidders shall quote directly. Offers made by Indian agents on behalf of their foreign principals will be rejected.
- 2.10 Any bid received in the form of Telex/Cable/Fax/E. Mail will not be accepted.
- 2.11 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder's authorised representative on all pages, failing which the bid may be rejected.
- 2.12 Any bid containing false statement will be rejected.
- 2.13 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, 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.
- 2.14 Bid Security as called for in the tender must be submitted as part of the offer. Any bid not accompanied by a proper Bid security will be rejected.
- 2.15 The bidders must be in a position to mobilize their requisite resources at Company's notified site within maximum of seven (7) days, including journey period, from the date of mobilization notice served by Company nearer the time of each requirement. Bidders must categorically confirm the same in their bids. Bids offering higher mobilization time against a call shall be rejected.
- 2.15 Bids shall remain valid for 60 days after the date of bid opening prescribed by the Company. Bids with inadequate validity shall be rejected as non-responsive.
- 2.16 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-
  - (a) Force Majeure clause.
  - (b) Tax liabilities clause.
  - (c) Arbitration clause.
  - (d) Acceptance of Jurisdiction and Applicable Law.
  - (e) Liquidated damages clause.
  - (f) Mobilisation time
  - (g) Bid validity

### **3.0 GENERAL**

- 3.1 **The Compliance Statement (ANNEXURE – I) should be filled up by the bidders and to be submitted alongwith their bids.** In case bidder takes exception to any clause of the bidding 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. No deviation will, however, be accepted in the clauses covered under BRC.
- 3.2 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.
- 3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

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

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document 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.
- 1.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made, subject to corrections/adjustments, based on the financial evaluation of the bids for the intended jobs as per various PROFORMA (Proforma-A, Proforma-A1 & Proforma-A2), enclosed, individually for each service.
- 1.3 For evaluation of the bids, B.C Selling (market rate) of State Bank of India prevailing one day prior to the bid opening will be considered for conversion in to single currency.
- 1.4 Depending upon availability of tools, bidders may quote any one service or all three services as called for in this tender. Each individual service will be evaluated separately and the contract will be awarded accordingly to the bidder/bidders, who is/are ascertained to be technically acceptable and commercially lowest .
- 1.5 Company would prefer that the successful bidder(s) to use Company's in-house Logging Unit (Halliburton make LOQ-IQ system, having seven conductor 15/32" O.D. logging cable available in Rajasthan. However, for the purpose of compatibility, bidder may also bring their own logging unit for carrying out the services at their own cost and responsibility, for which Company will not have any objection.

**STATEMENT OF COMPLIANCE**

SECTION NO.	CLAUSE NO./ SUB- CLAUSE NO.	COMPLIANCE/ NON-COMPLIANCE	REMARKS

**(Authorised Signatory)**  
**Name 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 alongwith their bids. If the annexure is left blank, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**BID CURRENCY :**

**MOBILISATION, DEMOBILISATION AND DEMURRAGE CHARGES**

Srl. No.	SERVICE DESCRIPTION	Service Code	Bidder's Code	Mobilisation Charges per Call-out Order	Demobilisation Charges per Call-out Order	DEMURRAGE CHARGES		No. of Call-out orders/ events	Total Mobilisation, Demobilisation & Demurrage Charges
						RATE per day	Amount per Call-out Order (considering 2 days of operation for bid evaluation)		
	(A)	(B)	(C)	(D)	(E)	(F)	(G) = (F) x 2	(H)	(T) = (D+E +G) x H
1.	Borehole Seismic Services for Vertical Seismic Profiling (VSP) with energy source (air gun) and surface equipment and accessories both for open holes and cased holes.	OH-1						3	T1
2.	Dynamic Formation Testing Services (MDT/RDT or equivalent) with dual Probe, Pump out module and resistivity based Fluid Analyser, Multiple Sampler, Dula/Straddle Packer Module to be used for mini DST service.	OH-2						3	T2
3.	Acoustic Scanning Tool for Cement evaluation and Pipe inspection (USIT/CAST-V or equivalent).	CH-1						2	T3
<b>TOTAL CHARGES = T1 + T2 + T3</b>									

Note : Bidders must quote rates strictly as per above format inclusive of all applicable taxes, duties and levies. However, the Percentage (%) of Service Tax included, if any, in above quoted rates must be categorically highlighted.

**BID CURRENCY :**

**OPERATING CHARGES FOR CALL-OUT SPECIALIZED LOGGING SERVICES**

**Operation Charges shall be calculated considering Well Depth ranging 1200-2100 M, Average well depth : 1600 M**

Srl. No.	Service Code	SERVICE DESCRIPTION	Job unit	Interval or quantity	Rate per Job unit ( as applicable)	No. of Jobs/ call-out orders	Depth Charges per mtr.	Flat Charge	Total Amount	Quote Code
		<b>Downhole Standard Tools</b>		A	B	C	D	E	[(A x B) + (D x 1600+E)] x C	
1.	OH-1	Bore hole seismic services both for open and cased hole, 50 levels per job.	Level or No.	50		3				BHDC
2.	OH-2	Dynamic formation testing services (MDT/ RDT or equivalent) with Pump-out module and resistivity based Fluid analyzer and Dual Packer.				3				DFTC
2.1		Survey	Per mtr.	200						
2.2		Pressure Test	Per Test	30						
2.3		Sample Collection	Per Sample	2						
2.4		Pump-out Time	Per Hour	1						
3.	CH-1	Acoustic scanning tool for cement evaluation and pipe inspection (USIT/CAST-V or equivalent).	Per mtr. of Survey	500 mtr.		2				ASTC
<b>TOTAL OPEARTIONAL CHARGES (TOCE) = BHDC + DFTC + ASTC</b>										

Note : Bidders must quote rates strictly as per above format inclusive of all applicable taxes, duties and levies. However, the Percentage (%) of Service Tax included, if any, in above quoted rates must be categorically highlighted.

**BID CURRENCY :**

**RATES FOR DATA PROCESSING SERVICES**

Srl. No.	Service Code	SERVICE DESCRIPTION (Downhole Standard Tools)	Minimum Job Unit	Additional Work (Over min. job volume)	No. of Jobs	Fixed Rate for minimum Job Unit	Unit rate For Additional Work	Flat Charge	Total Charge	Quote Code
				A						
1.	OH-1	Borehole Seismic Services (average 50 levels per job)	50 Levels	25 Levels	3		Per Level			DPC1
2.	OH-2	Dynamic Formation Testing Services (MDT/RDT or equivalent) with dual Probe, Pump out module and resistivity based Fluid analyzer, Multiple sampler, Dual/Straddle Packer Module to be used for mini DST service.	500 Mtr.	200 Mtr.	3		Per Metre			DPC2
3.	CH-1	Acoustic Scanning Tool for Cement evaluation and pipe inspection (USIT/CAST-V or equivalent)	200 Mtr.	100 Mtr.	2		Per Metre			DPC3
<b>TOTAL DATA PROCESSING CHARGES (TDPC) = (DPC1 + DPC2 + DPC3)</b>										

Note : Bidders must quote rates strictly as per above format inclusive of all applicable taxes, duties and levies. However, the Percentage (%) of Service Tax included, if any, in above quoted rates must be categorically highlighted.

**(END OF SECTION – VIII)**

**LIST OF PROBABLE SOURCE TO WHOM TENDER NO. JCO 5419 L10 IS ISSUED**

Tender No. : JCO 5419 L10  
Tender Date : 11.07.2009  
Bid Closing Date : 28.2009 (15:00 hrs. IST)  
Bid Opening Date : 28.07.2009(15:15 hrs. IST)

The Tender is issued to the following five parties only :

Srl. No.	V_Code	Vendor Name	City/Country
1.	402709	HLS Asia Ltd.	Noida
2.	203632	Schlumberger Asia Services Ltd.	Mumbai
3.		Baker Atlas	Navi Mumbai
4.	404046	Halliburton Offshore Services	Mumbai
5.	200062	Weatherford Oil Tools	Mumbai

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