

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts, Duliajan  
Date:.....

OIL INDIA LIMITED invites ON-LINE BIDS from experienced and approved Contractors/Firms for the following mentioned work under **SINGLE STAGE TWO BID System** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

HIRING OF SERVICES FOR SHALE GAS RESOURCE ESTIMATION IN OIL's OPERATIONAL AREAS IN ASSAM-ARAKAN (NE INDIA) AND RAJASTHAN BASIN.

**LOCATION:** ASSAM and RAJASTHAN

**CONTRACT PERIOD:** 110 Days

**Earnest Money /Bid Security:** US\$ 5,000.00 or ₹ 2,50,000.00

a) Earnest money/Bid Security to be deposited vide Bank Guarantee/D.Draft/B.Cheque/ Money Receipt

No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

(Original bid security should reach the office of HEAD-CONTRACTS before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Unpriced bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @7.5% of the total contract price and this will not earn any interest.

2.0 SEALED ENVELOPES containing the Earnest Money/Bid Security shall be marked with the above Tender Number and description of work and addressed to

HEAD-CONTRACTS  
OIL INDIA LIMITED  
Duliajan – 786602  
Assam.

All bidders shall deposit the requisite EARNEST MONEY/Bid Security in the form of Bank Guarantee/Demand Draft/Banker's Cheque/ Money Receipt from a Nationalised Bank or from a foreign Bank having branch in India in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money/Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause

No. 6 below. Bids without Earnest Money/Bid Security in the manner specified above will be summarily rejected.

3.0 Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.

4.0 The Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement placed in the 'un-priced' bid folder.

The bid and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid after technical bid opening. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Earnest Money in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional bids are liable to be rejected at the discretion of the Company.

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company. **-NOT APPLICABLE FOR THIS TENDER**

10.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Unpriced bid documents.

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

10.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

10.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

10.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies of Service Tax and Central Excise Registration Certificate.

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies,

Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

10.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid, i.e O.I.L's Standard Form of Contract.

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of a Bank Guarantee before signing the formal contract. The format of PBG has been uploaded in the C-folder. The Security Deposit/Bid security will be refunded to the unsuccessful bidders after finalization of contract. Security deposit of the successful bidder shall be returned after receipt of PBG. PBG of the Contractor shall be returned after satisfactory completion of the work including warranty period, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This PBG shall not earn any interest to the contractor.

13.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

14.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

15.0 The tender will be governed by:

- a) COVERING LETTER
- b) PART – 1 : Instruction to Bidders
- c) PART – 2 : Bid Rejection Criteria & Bid Evaluation Criteria.
- d) PART – 3 SECTION -I : General Terms and Conditions of Contract.
- e) PART –3 SECTION-II : SCOPE OF WORK/TERM OF REFERENCE /TECHNICAL SPECIFICATIONS
- f)PART- 3 SECTION-III : SPECIAL TERMS & CONDITIONS OF CONTRACT
- g)PART- 3 SECTION - IV : SCHEDULE OF RATES & PAYMENT
- h) PART- 4 : ANNEXURE & PROFORMAS
- i) PART- 4 : ANNEXURE –I - INTEGRITY PACT
- j) PART-5 : SAFTEY MEASURES

### Special Note:

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with tender no. and due date at The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,

#### a) Original Bid Security

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers submitted without bid security of the requisite value of prescribed (if called for in the bid) in original will be ignored straightway.

16.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "COMMERCIAL" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Commercial bid as per the Online Commercial Bid format.

17.0 In Technical Bid opening, only Collaboration Folder ( C folder ) will be opened. Therefore, the bidder should ensure that Technical bid is uploaded in the C-Folder link (collaboration link) under Un-priced Bid Tab Page only. No price should be given in above C folder, otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

18.0 The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure-I of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the

Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

18.1 OIL has appointed Shri N. Gopaldaswami, Ex-CEC and Shri R. C. Agarwal, IPS(Retd) as Independent Monitors(IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to the IFB.

19.0 Price should be maintained in the "online price schedule" only. The price quoted in the "online price schedule" will only be considered.

**20.0 PRE-BID CONFERENCE : NOT APPLICABLE TO THIS TENDER**

21.0 OIL now looks forward to your active participation in the IFB.

(A.C. Bhatta)  
HEAD-CONTRACT  
For Resident Chief Executive

## **PART-1**

### **INSTRUCTIONS TO BIDDERS**

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **A. BIDDING DOCUMENTS**

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents.

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

#### **3.0 AMENDMENT OF BIDDING DOCUMENTS :**

3.1 At any time prior to the deadline for submission of Bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.

3.2 The Addendum will be uploaded in OIL's E-PORTAL in the C- folder under tab "Amendments to Tender Documents". Bidders shall be intimated about the amendments through E-mail/Fax/courier etc. Company may, at its discretion, extend the deadline for Bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their Bid or for any other reason.

#### **B. PREPARATION OF BIDS**

#### **4.0 LANGUAGE OF BIDS:**

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

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

**(A) TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with **Clause 9.0.**
- (ii) Bid Security (scanned copy) furnished in accordance with **Clause 10.0.**
- (iii) Statement of compliance as per **PROFORMA -C1**
- (iv) List of Items to be imported without CIF values: **-Not applicable-**
- (v) All other annexure and proforma as required in the tender.

**(B) COMMERCIAL/PRICE BID:** Prices are to be quoted as per online format available in OIL's E-PORTAL.

**6.0 BID FORM:**

6.1 The Bidder shall complete the Bid Form furnished in the Bid Document.

**7.0 BID PRICE:**

7.1 Prices must be quoted by the Bidders online as per format available in OIL's E-Portal.

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 taxes and duties (except service tax which will be borne by Company) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of Bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the Bidder.

**8.0 CURRENCIES OF BID AND PAYMENT:**

8.1 Bidders should quote as per Currency and payment term available in OIL's E-Portal.

**9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

9.1 These are listed in **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bidding documents.

**10.0 BID SECURITY:**

10.1 Pursuant to **Clause 5.0** the Bidder during online submission of bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Covering letter". Original bid security should reach the office of HEAD-CONTRACTS, Oil India Limited, Duliajan, before Bid opening date and time, otherwise Bid will be rejected.

10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to **Sub-Clause 10.7**.

10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:

(a) A bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or a foreign bank located in India in the form provided in the Bidding Documents or another form acceptable to the Company and valid for 30 days beyond the validity of the Bids.

(b) A cashier's cheque or demand draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.

10.4 Any bid not secured in accordance with **Sub-Clause 10.1 and / or 10.3** shall be rejected by the Company as non-responsive.

10.5 Unsuccessful Bidder's bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

10.6 Successful Bidder's bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

10.7 The Bid Security may be forfeited:

(a) If any Bidder withdraws 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.

#### **11.0 PERIOD OF VALIDITY OF BIDS :**

11.1 Bids shall remain **valid for 180** days after the date of bid opening prescribed by the Company.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under **Clause 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 Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant.

#### **13.0 SUBMISSION OF BIDS**

13.1 The bid along with all annexures and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on.....". The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of Head-Contracts, as indicated in Invitation For Bids:

1. The original bid security.
2. Any other document required to be submitted in original as per tender requirement.
3. Printed catalogue and Literature if called for in the NIT.

#### **14.0 DEADLINE FOR SUBMISSION OF BIDS:**

14.1 Bidders will not be permitted by System to make any changes in their bid after bid has been uploaded by bidder. Bidder may however request Head-Contracts for returning their bids before the due date of submission for resubmission. But no such request would be entertained once due date for submission of bids has been reached and bids are opened.

14.2 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.

14.3 **EXTENSION OF BID SUBMISSION DATE** : Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

**15.0 FORMAT OF BID SUBMISSION:** Submission of Bids online at OIL's E-PORTAL. Details instructions are available in "HELP DOCUMENTATION" available in OIL's E-PORTAL. Guidelines for bid submission are also provided in the Covering letter.

15.1 The offer should contain complete specifications, details of the services and equipment/accessories offered together with other relevant literature/ catalogues of the services/equipment offered. The relevant literature includes work/services of similar nature carried out and published in conferences and journals of International repute; other than relevant literature provided by the Bidder for the services offered under the Contract. The technical details of the services offered should be catalogued properly for clarity in comprehension and understanding at the company's end thereby enabling cross-reference of various Technical details with ease. The Bid Security mentioned in **Clause 10.0** should be enclosed with the Technical Bid (scanned copy). **The price information should not be put along with Technical Bids.**

15.2 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 C & C-1**. This should be uploaded along with the Technical bid.

15.3 Timely online submission of the bids is the responsibility of the Bidder. Company shall not be responsible for any postal delay/ transit loss for physical submission of the documents, like bid security, tender fee etc., specifically asked for in the tender.

15.4 Cable/ Fax/E-mail/ Telephonic offers will not be accepted.

**16.0 INDIAN AGENTS:** Foreign Bidders are requested to clearly indicate in their quotation whether they have an agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed

that an agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India.

**17.0 LATE BIDS:**

17.1 Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

**18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

18.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.

18.2 No bid can be withdrawn subsequent to the deadline for submission of bids.

18.3 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.

**19.0 BID OPENING AND EVALUATION**

19.1 Company will open the Bids, including submission made pursuant to **Clause 18.0**, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the covering Letter. However, an authorisation letter (as per **PROFORMA -G**) 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.

19.2 Bid for which an acceptable notice of withdrawal has been received pursuant to **Clause 18.0** 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.

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

19.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the **Sub-Clause 19.3**.

19.5 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.

19.6 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, in-consistent 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.

19.7 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.

19.8 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.

## **20.0 OPENING OF PRICE BIDS**

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

20.2 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.

20.3 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.

## **21.0 CONVERSION TO SINGLE CURRENCY:**

21.1 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.

**22.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the bidding documents.

**23.0 LOADING OF FOREIGN EXCHANGE :**

There would be no loading of foreign exchange for deciding the inter- ranking of domestic bidders.

23.1 **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.

23.2 **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.

**24.0 CONTACTING THE COMPANY :**

24.1 Except as otherwise provided in **Clause 19.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **Sub-Clause 19.5**.

24.2 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:**

**25.0 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.

**26.0 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.

**27.0 NOTIFICATION OF AWARD:**

27.1 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.

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

27.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** the company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to **Clause 10.0** hereinabove.

**28.0 SIGNING OF CONTRACT:**

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

28.2 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.

**29.0 PERFORMANCE SECURITY:**

29.1 Within 30 days of the 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-D** 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.

- 29.2 The performance security specified above must be valid for 12 (twelve) months plus 3 months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in **Clause 6.0, SECTION-I, PART-3** 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.
- 29.3 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.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **Clause 28.0 or 29.0** as mentioned above 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.

**30.0 BIDDERS' AWARENESS ON THE COMPLETE REQUIREMENT OF THE SERVICE UNDER THE CONTRACT:**

- 30.1 Bidders are advised to visit the company facility in Duliajan, Assam, India to gather information and collect requisite data required for carrying out the work as stipulated in the contract. However all expenses of the personnel including but not limited to their to and fro fares, boarding, lodging etc. to Duliajan, Assam, India shall be borne by the bidder.

**30.2 Local Conditions:**

It is imperative for each Bidder to fully inform themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the Tender and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

### **30.3 Specifications:**

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

### **31.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION**

31.1 In the event of the Contractor's default in timely mobilization, 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 commencement of contract as defined in **Clause 2.0, SECTION- I, PART-3.**

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence the work within the stipulated period.

### **32.0 PENALTY FOR DELAY IN COMPLETION OF THE CONTRACT:**

32.1 In case there is delay in completion of Work as per the schedule of Completion (as per **Clause 2.4, SECTION-1, PART-3**) due to the reasons attributable to the Contractor (viz. due to Contractor by way of their low Work progress than expected/quality & standard of work expected etc.) the Contractor shall be levied a penalty at the rate of 1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%.

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period.

### **33.0 CREDIT FACILITY :**

33.1 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.

**34.0 INTEGRITY PACT :**

34.1 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure-I, PART-4** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

34.2 OIL has appointed Shri N. Gopaldaswami, Ex-CEC and Shri R. C. Agarwal, IPS(Retd) as Independent Monitors(IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to the IFB.

**35.0 MOBILISATION ADVANCE PAYMENT: -Not Applicable-**

**END OF PART – 1**

**PART - 2**  
**BID REJECTION CRITERIA (BRC)**

**I BID REJECTION CRITERIA (BRC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

**A. TECHNICAL**

The bidder should have experience in carrying out screening/assessment of unconventional gas i.e. Shale Gas & tight gas etc. potential of a reservoir/basin. Additionally, the bidder should have capabilities for planning of a pilot well drilling program by selecting candidate unconventional gas (i.e. Shale Gas & tight gas) reservoirs/locations which will include well planning & construction/completion of 2/3 wells indicating tools/equipments/consumables/coring & wire-line logging program.

Documentary evidence showing details of scope of work carried out in completing the above are to be provided.

Bidder has to provide the following services as a package.

The project shall be carried out in three phases:

- Phase 1 – Data collections, Basin Screening and Prospect Identification - High level unconventional gas reservoir screening and ranking of unconventional gas prospects
- Phase 2 – Planning of a pilot well drilling program for additional data acquisition
- Phase 3 - A techno-economic feasibility study based on data gathered through above initiatives for exploitation of unconventional gas in the Assam-Arakan and Rajasthan basin

NOTE: Bidder has to categorically meet all the “technical specifications, documentary evidence and supporting printed literature” requirement of the Scope of Work as defined in Section II, Part-III of tender document.

**1. EXPERIENCE**

- 1.1 Bidder must be an oil and gas consultancy firm with experience in multidisciplinary integrated studies using 2-D/3-D seismic, Geological, Geophysical, Geochemical, Reservoir engineering and Petrophysical data. The bidders must meet the following conditions of experience:

- ⇒ Minimum of 10(Ten) years experience in the oil and gas consultancy business with minimum 5(five) years of working experience in the petroliferous basins of India.
- ⇒ Minimum 5 (five) years experience in work similar to that described in the Scope of Work.
- ⇒ The experience of successful completion of at least one project in shale gas resource estimation and pilot well drilling program which includes fracture job as mentioned in Scope of Work within the last three years.

1.2 The bidder must deploy an integrated team consisting of personnel having experience in reservoir screening and identification of suitable areas for shale gas/tight gas exploration and experience in shale gas well & tight gas construction & design, drilling and completion. The integrated team shall consist at least one expert each from the following area:

- (i) Project Manager/Team Leader(Geoscientist)
- (ii) Geologist having knowledge in geochemistry.
- (iii) Petrophysist- One(1) No
- (iv) Reservoir Engineer
- (v) Drilling and Fracture Job expert

**NOTE:**

- I. The team will have a team leader. The team leader must have experience of at least 10 years in his/her professional field including similar studies as per scope of work of the study. The team leader should have successfully supervised at least one project similar to the Scope of Work of the tender.
- II. Each of the other members of the team will have to have minimum working experience of 5 years in his / her professional field including similar studies as per scope of work of the study, individually.
- III. The bidder shall submit the bio-data of personnel to be deployed for services mentioned under serial nos. (I) and (II).

1.3 In support of the experience, the bidder must furnish documentary evidences. The bidder must furnish the names and addresses of the clients along with the name & nature of the projects in the bid.

1.4 The bidder must deploy an integrated team consisting of personnel having experience in reservoir screening and identification of suitable areas for shale gas/tight gas exploration and experience in shale gas well & tight gas construction & design, drilling and completion

**2.0 OTHER REQUIREMENTS:**

- (i) The bidder shall have to quote for the entire Scope of work. The bidder shall also confirm that they shall be able to mobilize their equipment and personnel and commence the data collection within 15 days from the date of signing the contract. Offer with any deviation in Scope of Work and mobilization period shall be rejected.
- (ii) Average annual financial turnover for the bidder during the last 3 years (ending 31.03.2010 shall be minimum ₹ 70.00 Lakhs (US\$ 0.15 Million). Documentary evidence in the form of duly audited Annual accounts must be submitted along with the technical bid.

**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.
- 2.1 Bid security in **Original** shall be furnished as a part of the bid. The amount of bid security should be as specified in the bid document. **Any bid not accompanied by a proper bid security will be rejected.**
- 3.0 Bids received after bid closing date and time will be rejected.
- 3.1 Bids shall have to be submitted in the bid document issued from the Company. If it is submitted otherwise, the same will be rejected.
- 3.2 The bid documents are not transferable. Bidder shall quote directly not through their agents in India. Offers made by Indian agents on behalf of their foreign principals will be rejected.
- 3.3 Any bid received in the form of Telex/Cable/Fax/E-mail/Telephonic and photocopy offer **will not be accepted.**
- 4.0 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid will be rejected.
- 5.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

- 6.0 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.
- 6.1 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 7.0 Any bid containing false statement will be rejected.
- 8.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price-Bid Format of bidding document; otherwise the bid will be summarily rejected.
- 9.0 Bidder must accept and comply with the following clauses as given in the Tender Document in Toto, failing which offer will be rejected –
- (i) Performance Guarantee Bond Clause
  - (ii) Force Majeure Clause
  - (iii) Tax Liabilities Clause
  - (iv) Arbitration Clause
  - (v) Acceptance of Jurisdiction and Applicable Law
  - (vi) Liquidated damage cum penalty clause
  - (vii) Safety & Labour Law
  - (viii) Termination Clause

#### A. 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 In the event of computation error between unit price and total price, unit price shall prevail.

3.0 Similarly, in the event of discrepancy between words and quoted figures, words will prevail.

4.0 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.

5.0 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.

6.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Price Bids shall be evaluated as under taking into account the rates quoted in the **Price Bid :**

Total evaluated cost for comparison purpose will be evaluated as given below:

**TOTAL EVALUATED COST: = (A) + (B) +( C )**

Where,

**A = Total Lumpsum Cost of PHASE-I**

**B = Total Lumpsum Cost of PHASE-II**

**C = Total Lumpsum Cost of PHASE-III**

**'A' , 'B' , and 'C' are detailed in Section – II of PART-3 of the tender.**

**END OF PART – 2**

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**PART – 3**

**SECTION - I**

**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS**

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

- (a) "Contract" means agreement to be entered into between Company and Contractor, as recorded in the contract 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 their contractual obligations;
- (c) "Work" means each and every activity required for the successful performance of the services described in **Section-II**, the Terms of Reference.
- (d) "Company" means Oil India Limited (OIL);
- (e) "Contractor" means the individual or firm or Body incorporated performing the Consultancy study under the Contract.
- (f) "Contractor's Personnel" mean the personnel to be provided by Contractor to provide services as per contract.
- (g) "Company's Personnel" mean the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing the contract). The Company representatives of OIL are also included in the Company's personnel.

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

2.1 **EFFECTIVE DATE OF CONTRACT** : The contract shall become effective as of the date Company and Contractor sign the Contract. This date of signing of the contract will be the Effective Date of Contract.

2.2 **MOBILISATION TIME OF CONTRACT** : Mobilisation shall deemed to be completed when Contractors' personnel arrive at Duliajan or at Jodhpur, Rajasthan, whichever is earlier, for collection of data as mentioned in the Scope of Work. Mobilisation time shall be 15 (Fifteen) days from the date of signing of the contract.

2.3 **COMMENCEMENT DATE OF THE CONTRACT** : The Commencement date of the Contract will be reckoned from the completion of mobilization mentioned in the Para 2.2 under section I (*PART- 3*) duly certified by Company as defined in Sec – II(Scope of Work) of the Contract.

2.4 **DURATION / COMPLETION OF CONTRACT** : The completion time of the Contract is 95 (Ninety five) days from the date of completion of mobilization.

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 manner.

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

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

3.4 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.

3.5 Contractor shall give or provide all necessary supervision during the 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 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 and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

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

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor,

entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work. The replacement key personnel must have the requisite qualification and experience as per Terms of Reference(Section-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

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

5.3 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 they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.

6.2 Should Company discover at any time during the tenure of the Contract or within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at 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 performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

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

7.1 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. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to any one other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

8.0 **TAXES:**

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

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

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 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.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the 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 personnel 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, entry tax etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

8.9 **Service Tax:** The price excludes Services Tax and the service tax as applicable shall be to Company's account.

9.0 **INSURANCE:**

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

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance 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) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

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

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

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

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

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

10.0 **CHANGES:**

10.1 During the performance of the work, Company may make a change in the work 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(Change 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 IV). Upon review of Contractor's estimate, Contractor 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 the 'force majeure rate' shall apply for the first ten days. Either party will have the right to terminate the contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen(15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.

12.0 **TERMINATION:**

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

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

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

12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors 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 15 (fifteen) days written

notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of 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 relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

12.9 Upon termination of this Contract, 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 demobilize their personnel & materials.

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

13.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 **NOTICES:**

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

- |  |  |
|--|--|
| a) <b><u>Company</u></b><br><b><u>For Contractual Matters</u></b><br>Head (Contracts)<br><b>OIL INDIA LIMITED</b><br>PO DULIAJAN - 786602<br>ASSAM, INDIA<br>Tel No. 91-374-2800548<br>Fax No. 91-374-2803549<br>Email: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a> | b) <b><u>For Technical Matters</u></b><br>Head (R&D) OFO<br><b>OIL INDIA LIMITED</b><br>PO DULIAJAN - 786602,<br>ASSAM, INDIA<br>Email: <a href="mailto:hcdas@oilindia.in">hcdas@oilindia.in</a> |
| c) <b><u>Contractor</u></b><br>_____<br>_____<br>Fax No. :   |  |

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

**15.0 SUBCONTRACTING / ASSIGNMENT :**

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party(ies). Contractor may subcontract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

**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.

16.3 During the tenure of the Contract, 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.

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

**17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of total contract value, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section - I.

17.2 If the Contractor fails to complete mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

**18.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF THE CONTRACT:**

18.1 In case there is delay in completion of Work as per the schedule of Completion (as per **Sub-Clause 2.4, SECTION-I, PART-3**) due to the reasons attributable to the Contractor (viz. due to Contractor by way of their low Work progress than expected/quality & standard of work expected etc.) the Contractor shall be levied a penalty at the rate of 1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%.

18.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period.

19.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 7.5% of total Contract Price) valid till \_\_\_\_\_ 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 any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

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

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

**22.0 LIABILITY:**

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its 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 therefrom.

22.7 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.

22.8 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.

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

24.0 **INDEMNITY AGREEMENT:**

24.1 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/properly 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.

24.2 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/properly 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.

25.0 **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.

**26.0 PAYMENT & INVOICING PROCEDURE:**

26.1 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

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

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

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

26.5 The Company shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub-clause **25.3** above.

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

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

**27.0 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).

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

- a) For non-completion of jobs assigned as per Section-II.
- b) 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, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) 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 with-hold.

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.

29.0 **APPLICABLE LAW:**

29.1 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.

29.2 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 Oil Mines Regulations, 1983.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act., 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The Assam VAT & Rajasthan VAT
- l) Service Tax Act.
- m) Customs & Excise Act & Rules
- n) Assam & Rajasthan Entry Tax Act.

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

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

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

33.0 **WAIVER**: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

**END OF SECTION - I**

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## **PART-3**

### **SECTION-II**

#### **SCOPE OF WORK/TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS**

##### **1.0 INTRODUCTION :**

- 1.1. 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.
- 1.2. The Company presently produces around 3.6 MMTPA of crude oil (around 75,000 barrels per day), around 6.6 MMSCMD of Natural Gas and over 44,950 Tonnes of LPG. Most of this emanates from its traditionally rich oil and gas fields concentrated in the Northeastern part of India. OIL's old oilfields in Upper Assam include Nahorkatiya (since 1953), Moran (since 1956) and Jorajan (since 1967), which are under production till date. Commercial oil/gas accumulations discovered so far, occurs mainly in the faulted anticlinal structures within a depth range of about 2200-3500 m in Miocene and Oligocene reservoirs whereas the Paleocene/Lower Eocene reservoirs are found in general in the range 3500 - 4500m. Formation evaluation through an integrated approach of geological, geophysical, geo-chemical and reservoir engineering studies has allowed the Company to successfully develop and exploit deep (about 5500 m) thin sand prospects. Presently, more than half of the oil produced by the Company comes from these Paleocene/Lower Eocene thin clastic reservoirs. In addition, OIL holds exploratory acreages in other parts of India independently and jointly both onshore and offshore. OIL also has presence overseas along with IOCL, a Fortune 500 Company.
- 1.3. Oil India Limited (OIL), an integrated National Oil Company, has been carrying out oil exploration and development activities since early fifties. The company is currently producing from a number of depleted fields and also from development as well as exploratory fields in Assam and Arunachal Pradesh.
- 1.4. OIL also has a 26% stake in the Numaligarh refinery and operates 1,432 km of cross-country crude oil pipelines. The company is expanding its activities in the gas sector in North-East India and has recently embarked on a new strategy of acquiring overseas hydrocarbon producing assets.

- 1.5. The Company has gradually expanded its upstream acreages domestically and internationally. In 2005, the company received governmental approval to expand its activities internationally. It now holds assets in Africa (Gabon, Libya, Sudan and Nigeria), the Middle East (Yemen and Iran), East Timor and Venezuela.
- 1.6. OIL today stands in front of the very attractive and untouched market of shale gas in India as it has significant experience in oil and gas exploration and production in India which it can leverage to enter and successfully exploit India's potential shale gas resources.
- 1.7. The rush for shale gas has started in India and is here to stay for various reasons – economic, political and environmental. The shale gas market in India is nascent and untapped.

## **2.0 GENERAL DESCRIPTION OF AREA OF STUDY**

- 2.1. The area of study is bounded in the north by the eastern Himalayas and in the south and southeast by the Naga-Patkai hill ranges. The Tertiary sediments in the shelf zone of the basin ranges from 3.6 to more than 7.0 km, and include shallow marine Paleogene and continental Neogene and younger sediments overlying a granitic basement.
- 2.1. In almost all the reservoirs (except for the Eocene reservoirs), the initial reservoir pressure is hydrostatic (0.434 psi/ft) and geothermal gradient is about 1.2 °F/100 ft. In the Eocene reservoirs, initial reservoir pressures are generally 40 – 45 kg/cm<sup>2</sup> above hydrostatic, while the temperature gradient is about 1.4 ° F/100 ft. Almost all the wells are completed with 5-1/2" production casing and 2-7/8" tubing strings. and brief description of these oilfields is enumerated in the following paragraphs :

### **(A) Nahorkatiya Field:**

- a) Nahorkatiya is a high relief E-W trending faulted anticlinal structure covering an area of about 30 sq. kms and with a vertical closure up to 200 meters. The closure is provided by a major fault system to the north and the dip provides closure on the other side. A number of faults trending northeast to southwest locally separate the fields into distinct compartments.
- b) The major reservoirs of Nahorkatiya field are sandstones of Barail group of Oligocene age, which were deposited in fluvial environment. The Barail group has been locally subdivided into separate reservoirs named as 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup>+5<sup>th</sup> sand sequentially from top to bottom; the first four being the channel sands within a primarily argillaceous group and the fifth sand being the arenaceous group with thin clay/shale inter-beds. Reservoir horizons have also been identified in the overlying Tipam formation of Miocene age in parts of the field.
- c) A large number of wells are producing from geologically complex reservoirs. Reservoir drive mechanisms vary from reservoir to reservoir

ranging from strong aquifer drive or gas-cap expansion drive to weak edge water and solution gas drive. The depth of Barail pay sands varies between 2650m to 3100m. Around 200 wells have been drilled in this field as on date at an average well spacing of 400m.

**(B) Zaloni Field:**

- a) The Zaloni field is situated on a dome like anticlinal structure whose crest is elongated in a northeast to southwest direction. Zaloni field is situated to the immediate northeast of Nahorkatiya oilfield and is bounded in the northwest and southeast by ENE to WSW trending faults. These faults are the northeast extension of the fault system which forms the northern boundary of the Nahorkatiya field. The field covers an area of about 16 sq. kms with a vertical closure of up to 100 metres. The major reservoir units of the Zaloni field are Barail Sandstone group of Oligocene age with flood plains/delta front origin. The Barail group has further been subdivided into several reservoir units such as 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> sands (sequentially from top to bottom) under similar depositional environments as in case of Nahorkatiya oilfield. Reservoir horizons have also been identified in overlying Tipam formation of Miocene age.
- b) Till date, around 70 wells have been drilled within this field with approximate 400m spacing and around 18 MM m<sup>3</sup> of oil has been produced so far.

**(C) Moran Field:**

- a) The Moran field is located at about 50 km southwest of Nahorkatiya field. Moran field is a dome like anticlinal structure which is elongated in approximately northeast to southwest direction. This field is divided into two blocks namely Moran-West and Moran-East by a major northeast to southwest trending fault heading towards southeast of Moran field. The field covers an area of approximately 20 sq. kms with closure varying between 70 meters in the East field to 100 meters in the West field. The major reservoirs of the Moran field are sandstones of Barail group of Oligocene age which are of flood plains/delta front origin. Locally Barail group has been subdivided into three reservoir units named as Upper, Middle and Lower Sandbodies.
- b) A total of 100 wells have been drilled so far at an average well spacing of around 400-450 m and as on date the field has produced close to 22 million m<sup>3</sup> of oil.

**(D) Jorajan Field:**

- a) The Jorajan oilfield comprises of seven structural closures, viz., Langkasi, Kathalguri, Nagajan, Jorajan, Jaipur, Santi and Tarajan with areal extent varying between 8-20 sq. kms each on the southern flank of a regional basement high. Oil and gas accumulation occurs in the field within Oligocene-Miocene sandstone reservoirs within depth range of 2100 to 3600 m. The field is on regular production since early 1970. In 1990, deeper Lower Eocene play has been established in its

immediate vicinity over the basement high. In all these structures, Eocene plays were not pursued during exploration and development stage. As such, hydrocarbon prospectivity of the deeper Eocene formations in the area is yet to be fully ascertained. In addition, there could be subtle prospects that are yet to be explored within and in between established oilfield at Tipam and Barail level.

- b) The major oil reserves in Langkasi are confined to Oligocene formation while in other areas; they are confined to both Oligocene (Barail) and Miocene (Tipam) formations. The Barail group has been subdivided as Barail arenaceous formation at the bottom comprising mainly sandstones with minor shale beds and Barail argillaceous formation comprising mainly shale, mudstone, carbonaceous shale, coal and sandstone. These are mainly lower delta plain deposits. The Tipam Group is sub-divided into two formations viz. Tipams and Girujans. The Tipam formation is divided as Upper Tipam, consisting mainly of sandstones, Middle Tipam, consisting of sandstone and shale alternations and Lower Tipam, consisting mainly of sandstone with minor shale. These are mainly riverine, braided channel deposits. The Girujans consist of mainly mottled clay with few sandstone lenses. It was deposited in backwaters of river system.
- c) So far, around 250 wells have been drilled and completed in this oilfield since the start of its regular production in 1971, and has produced about 17 million tonnes of oil.

**(E) Shalmari Field:**

- a) The Shalmari oilfield was discovered in 1986. The Shalmari high (at Oligocene level) is divided into three individual blocks viz., well SLM-5 Block, well SLM-1 Block and a fault closure identified south-east of well SLM-19 (SLM-19 extension Block) and trending WNW-ESE. Shalmari high trend is flanked by two low trends. The low, lying in the north-eastern flank is prominent and extends south easterly. The reservoir is a fluvial channel deposit with the channel axes mostly running from ENE to WSW and sometimes from west to east. Hydrocarbon prospects in this structure are mainly confined to the Oligocene (Barail) sandstone reservoirs and the major production is being contributed by the Barail Fourth Sand reservoirs.
- b) Till date, 36 wells have been drilled in the two reservoirs out of which 4 wells have been drilled for probing hydrocarbon prospects in Eocene.

**(F) Makum – North Hapjan Field:**

- a) Makum - North Hapjan structure was first identified based on interpretation of 24 fold CDP seismic data acquired in 1987-88. Presence of oil was established in Barail 4<sup>th</sup> + 5<sup>th</sup> Sand reservoir with the drilling of the first well in 1993. The Structure was covered by 3D seismic survey during 1993-94 along with the adjoining Hapjan structure over an area of 93 sq. kms. Makum-North Hapjan Field in Upper Assam basin discovered in 1993 produces about 2000 klpd oil

from 4<sup>th</sup> + 5<sup>th</sup> Sand reservoir of the Barail Arenaceous sequence through 40 wells (3 horizontals and 37 conventional vertical wells). Possible hydrocarbon bearing sands have also been encountered in the Tipam Formation in the structure, which however have not been tested in any of the wells.

- b) The structure is a horst block bounded by NNE-SSW trending normal faults on either side. Within the horst block, both Makum and North Hapjan structures are elongated anticlines. These two structures are separated by two opposite dipping NNE-SSW trending faults, passing through the middle of the horst block. Beside these two faults, there are number of NE-SW trending normal faults with minor displacement (5-15m).

**(G) Eocene Fields:**

- a) The Paleocene-Eocene reservoirs within OIL's operational areas of Upper Assam constitutes a new hydrocarbon play which has been proved by commercial production in early 90's from the main structures of Dikom, Kathaloni, Tengakhat and Bhogpara. Commercial discovery of hydrocarbons has also been made in adjoining structures.
- b) The structures where Paleocene/Eocene hydrocarbon prospects have been discovered lie within a radius of 50 km from OIL's headquarters in Duliajan, Assam. The main hydrocarbon prospects in the Eocene reservoirs, in general, are confined to what is locally known as Lakadong member. On the basis of lithological and reservoir characteristics, wireline log signature, thickness variation and their vertical variation, the sandstone reservoirs have been tentatively divided into three possible genetic groups viz. Thin, Thick and Highly Heterogeneous sand groups.
- c) The Thinly bedded (1.5-2.0 m) sandstone reservoirs interbedded with carbonaceous shales/shales of marshy/lagoonal origin occur in the lower part of the Lakadong member. These reservoirs are characterized by low to moderate porosity and high pour point heavy oil. The continuity of the reservoirs over long distance is possibly limited.
- d) The Thick Sand group (> 3m) consists of comparatively clean and thick sandstone ranges characterized by good reservoir qualities. These sand groups characterized by funnel shaped gamma ray/SP and resistivity log pattern with gradational basal contact and sharp top was possibly deposited in a sand-rich strand plain/barrier bar system. Tectono-sedimentary analysis of the Upper Assam basin indicates a shallow marine environment of deposition of Paleocene-Lower Eocene sediments. These productive zones, in general, are highly porous and permeable.

- e) The upper part of the Lakadong member consists of highly heterogeneous, calcareous sandstone beds with thin interbeds of comparatively porous and permeable intervals.
- f) The Eocene reservoirs have been conventionally cored in a couple of wells. Build-up permeability data show a range from 50 to 5000 md in the Eocene reservoirs.

### **3.0 PROJECT OBJECTIVES AND METHODS:**

Under the Contract the Contractor having global experience and knowledge of unconventional gas (shale gas/tight gas) exploration and development, shall have to assist OIL in this project of strategic importance for establishing unconventional gas potential in its areas of operations in NE India and Rajasthan. OIL's broad requirements at this stage are as follows:

- Firstly, the screening of unconventional gas, i.e. shale gas, tight gas etc., reservoirs with the help of OIL's available data in Assam-Arakan (North-East) & Rajasthan Basin, India, focusing on OIL's operational areas for finding unconventional gas exploration potential.
- Secondly, planning of a pilot well drilling program by selecting candidate unconventional gas reservoirs/locations for additional data gathering for unconventional gas potential study. This will include well planning & construction/completion for 2/3 wells. The study should indicate the requirements of tools/equipments/consumables/coring & wire-line logging program along with a tentative cost estimate for the pilot program considering OIL's existing facilities. The report should also include the guidelines to pre and post study need to be carried out for successful implementation of the pilot well program as well as additional information derived out of drilled wells.
- Lastly, a broad techno-economic feasibility study for exploitation of shale gas/tight gas in Assam-Arakan and Rajasthan basin based on data gathered through the study is to be carried out.

### **4.0 DETAIL SCOPE OF WORK:**

The main focus area of the study under the contract will be Assam-Arakan & Rajasthan Basin in India with special emphasis on OIL's operational areas in the said basins. A detailed study on unconventional gas prospectivity needs to be carried out by the Contractor in OIL's operational areas of Assam-Arakan & Rajasthan basin based on the available information.

**4.1** The project under the contract shall have to be carried out in three phases as follows:

**A. Phase-I**

**a) Data collection:** Contractor shall visit OIL's Duliajan and Jodhpur office for collection of available geochemical data, well data, seismic, log, and regional data along with inspection of in-house rig and other facilities. The data collection shall have to be completed by the contractor within 15(fifteen) days from the date of completion of mobilization.

**b) Basin Screening and Prospect Identification :** A high level initial basin screening is to be done with the objective of ranking of the unconventional gas plays and to determine production fairways using the existing well data - petrophysics, petrology, Sedimentology, sequence stratigraphy, geochemical analysis of cores & cuttings, 3-D seismic (structure, thickness, attributes (prestack & poststack)) and Geomechanics within the existing acreage of Oil India in Assam.

Phase-I shall start with data collection and subsequently a high level unconventional gas reservoir screening with the available dataset and based on a predefined ranking criteria determined mutually in consultation with technical team from Oil India Ltd.

Based on these criteria a ranking of the Assam-Arakan and Rajasthan unconventional gas plays need to be done. For each unconventional gas prospect: the potential areas are to be identified, unconventional gas sequence properties be characterized, and an overall resource size be estimated. For Shale Gas, ranges of potential productivity should be assessed based on analogous North American Shale plays, using ShaleLog or equivalent petrophysical analysis, coarse modeling of fracability and production simulation. An analog comparison shall be carried out with contrast reservoir and fluid characteristics of other U.S. shale plays to:

- Compare the hydrocarbon content versus TOC of analog shales
- Compare differences in mineralogy between various shale sequences and lithofacies
- Identify applicable analog programs for wellbore configuration, completions, and stimulations

The analog identification would provide a starting point for identifying the optimal development program. It would also identify the overall data needs above the existing well data, and determine the requirements for a pilot program. The workflow to be used for this phase is as under:

**A-b-1) Initial Basin Screening**

A-b-1.1 Evaluation of unconventional gas productivity potential for Assam-Arakan & Rajasthan Basin focusing on OIL's operational areas.

A-b-1.2 Petrophysical analysis of representative wells (at least 30 nos.) and cores to assess prospectivity based on known producing shale characteristics. The scope of Petrophysical works are as follows:

1.2.1 Log normalization is required for old log data to correlate to modern logging technologies for evaluation of shale/tight gas potential in areas covered by old log data of different vintage and vendors. The software/algorithm to be used is to be indicated and the credibility/success rate of the software in terms of its use for similar purpose is to be mentioned and suitable supporting document to be provided.

1.2.2 Quantitative Well logs analysis of key wells for the following criteria:

- Clay type and clay content of the rock (as a percent of rock volume);
- Total organic/kerogen content (TOC);
- Total and effective porosity;
- Fluid saturation;
- Permeability.
- Where possible a comparison and calibration is made with available core data;

A-b- 1.3 A new composite log is to be presented which should define moveable hydrocarbons Broad assessment of fractures/ laminations of the zones of interest from image logs in key wells or offset wells wherever available.

1.4 Define current areas of petrophysical uncertainties and future data requirements

1.5) Analysis of existing 2-D and 3-D seismic for potential indicators of unconventional gas prospectivity including presence of natural fractures, thickness, TOC, and 'fracability'.

1.6) Structural mapping on prospective shale sequences from seismic and well data (no. of wells – as required)

1.7) Isopach map of prospective shale sequences from well data (no. of wells – as required)

1.8) 'Play' maps highlighting areas of maximum prospectivity by shale interval

1.9) Recommendation of areas for focused prospecting

2.0) Some of the 'screening criteria' that shall be applied in this project are as under:

- Organic richness and thermal maturity of the shale sequences,
- Thickness of the kerogen-rich interval,
- To recognize kerogen-rich shale units having reasonable potential for commercial development as shale gas/tight gas reservoirs,

- Identification of petrophysical signatures indicative of shale gas/tight gas prospects,
- Likelihood of natural and induced fracturing, determined subjectively, and
- Potential barriers to hydraulic fracturing, or water-saturated zones, in adjacent strata.

2.1) Preparation of regional stress maps for Pilot Well Drilling Program

### **A-b-2) Prospect Identification and Ranking**

- 2.1) Identification of Top 5 unconventional gas prospects on OIL's Acreage
- 2.2) Detailed Petrophysical analysis and calculation of key parameters related to matrix, adsorbed and natural fracture related hydrocarbons in-place
- 2.3) Modeling of range of effects of hydraulic fracturing on target shale reservoirs
- 2.4) Modeling of range of hydrocarbon productivity based on well design and hydraulic fracturing scenarios
- 2.5) Mapping of extent of Prospects based on all available data
- 2.6) Ranking of prospects based on jointly agreed criteria. In the initial phase, it is required to establish a set of screening criteria for identifying potential shale gas/tight gas reservoirs. This should be done through a critical examination of the known characteristics of shales/tight sands that are currently producing commercial quantities of natural gas and natural gas liquids.

### **B. Phase II : Planning of a pilot well drilling program for additional data acquisition**

Under Phase-II contractor shall have to plan a pilot well drilling program based on unconventional gas prospect ranking study under Phase-I and shall carry out the following:

- Design of Pilot program for evaluation of unconventional gas prospect
- Capture of data on the prospective shale sequences, including whole core
- Running of full logging suites including image logs, to be calibrated with the core to identify the lithology, TOC matrix, and natural fracture systems present and the optimal logging suite for future wells
- Detailed Hydraulic Fracturing program. Determine how the sequences respond to hydraulic fracturing using fracture injection tests and other testing program and through micro-seismics

- Production Testing Program

On completion of above activities Contractor shall submit an unconventional gas exploration plan to OIL which should cover the following areas:

- Optimum exploration scenarios under uncertainty
- Ranking of unconventional gas prospects
- Optimized well construction design and well completion procedures
- List of target wells to be drilled
- Recommendation of optimum technology
- Key success factors

**C. Phase III** – After completion of Phase-II or simultaneously, Contractor shall carry out a techno-economic feasibility study based on data gathered through above initiatives for exploitation of unconventional gas in the Assam-Arakan and Rajasthan basin.

#### **4.2 DELIVERABLES BY CONTRACTOR TO OIL UNDER THE CONTRACT:**

The deliverables by Contractor to OIL shall include the followings:

##### 4.2.1 Screening Evaluation Study and Report - OIL's Operational Area

- Petrophysical analysis of representative wells (up to 30 wells with detailed analysis)
- Ranking of unconventional gas prospects
- Play maps
- Broad resource estimation
- Hydrocarbon productivity modeling
- Mapping the extent of prospects and probabilistic estimations of gas in-place
- Pilot well design and program
- Hydraulic fracture modeling
- Determine the most optimum unconventional gas exploration strategy with a techno-economic feasibility study

##### 4.2.2 The report should also include the followings of OIL's Operational Area:

- Stratigraphic cross section across the basin showing the probable unconventional gas distribution – Lateral facies variation of probable gas shale units (Shale Gas & Tight Gas, both)
- Total net thickness map of probable unconventional gas sequences/reservoirs within different formations
- Average TOC (Wt.%) map of the probable shale gas sequences within the basin
- Thermal maturity (Ro) and other parameters map of the probable gas shale within the basin
- Correlation chart of the unconventional gas within the basin
- Gamma Ray and other log interpretation results of the probable gas shale along with its adjacent units

- Porosity and permeability study results of key shale section (Shale Gas & Tight Gas, both)
- Comparison of key characteristics of the principal producing shale gas reservoirs in USA with that of OIL's area based on properties like TOC(%), Ro(%), Thickness, etc.
- A broad based techno-economic feasibility study based on data gathered through above initiatives for exploitation of unconventional gas in Assam-Arakan and Rajasthan basin.

## **5.0 ACTION PLAN UNDER THE CONTRACT**

- 5.1 Contractor's visit to OIL's Duliajan and Jodhpur office for collection of available geochemical data, well data, seismic, log, and regional data along with inspection of in-house rig facilities.
- 5.2 Study under Phase-I&II shall be carried out by the Contractor at their facilities
- 5.3 Visit by OIL's Team to Contractor's place of study for work association
- 5.4 If required, an interim visit by Contractor's personnel to OIL's Duliajan and Jodhpur office
- 5.5 Draft Report presentation & submission by Contractor at OIL's Duliajan office
- 5.6 Final report presentation & submission by Contractor at OIL's Corporate Office, Noida

**NOTE:** Final Report presentation & submission by Contractor at OIL's Corporate Office at NOIDA – 6 (six) hard copies of Final Report as well as softcopies to be submitted.

- 6.0 Company(OIL) shall provide to the Contractor the specification of the Rigs under use for drilling wells, for contractor to study the same (if necessary) and Contractor's expert will recommend changes required to make the rig suitable for pilot well drilling program.
- 7.0 Under Phase-II of the Contract contractor shall decide and submit to Company(OIL) various drilling parameters of the Shale Gas/Tight Gas study wells planned to be drilled.
- 8.0 The following information/lists shall have to be prepared and submitted by the Contractor to Company:
  - Suitability of rig and rig accessories available with Company and short listing of items, services/facilities available with Company which are suitable for the project.

- Additional services, tools, equipments, chemicals, rig accessories etc. required for drilling shale gas information well which are to be hired or purchased by Company.
- Details about the post study need to be carried out based on the information derived from the Pilot Well Drilling Program

## **9.0 WORK SCHEDULE**

The work schedule under the contract shall be as follows:

- (a) The Contractor' team will review/collect all relevant basic data (geology, reservoir, geophysical, petrophysical, geochemical, production, well data etc.) offered by OIL at Duliajan, Assam & in Jodhpur, Rajasthan. The team will collect all the required data in co-operation with Company's personnel within 15 days time. The Contractor will prepare a detailed list of the data collected by them with a "Status Report" and a copy of this report will be handed over to Company prior to leaving Duliajan/Jodhpur.
- (b) During the same data collection phase, the Contractor's team will visit to Company's field installations and inspect rigs, rig accessories, tools, equipments and other services available with Company, which could be possibly utilized for pilot well drilling program.
- (c) After data collection and after completion of each Phase of the study, the contractor shall submit Draft Reports along with recommendations.
- (d) The Draft Report will be reviewed by Company(OIL) and Company may suggest for some changes or incorporation of additional points. With the incorporation of mutually agreeable suggestions / points in the final report, the presentation will be organized jointly by Contractor's expert team & OIL's MDT (Multi Disciplinary Team) at Duliajan and also at OIL's Corporate Office, NOIDA, UP.
- (e) Contractor will submit the final report after incorporating changes, if required, as per Company's recommendation within 10 days after submission of the draft reports of each Phase.
- (f) The Scope of Work for the above will be deemed to be completed only when the final report, after incorporating mutually acceptable changes of the draft reports, is accepted by the Company and presentation on final report is conducted by Contractor's team of experts.

- (g) The responsibility for executing the work schedule successfully as described above will entirely lie on Contractor, notwithstanding the fact that OIL's MDT (Multi Disciplinary Team) will jointly work with Contractor's team of experts throughout the work schedule.

## **10.0 TRAINING AND TRANSFER OF TECHNOLOGY**

The following will be the terms for training and transfer of technology:

- During all the phases of the study, OIL personnel will be associated with the Contractor for on the job training and technology transfer – to specify by the Bidders.
- All facilities of the Contractor related to this study will be made accessible to OIL personnel by Contractor.
- All expenses for OIL personnel's visit to Contractor's office will be borne by OIL. The Contractor will provide working space at their offices to OIL's personnel at no extra cost. The work association at Contractor's place should be minimum of 10 working days for effective interaction.
- Contractor's experts/design team may be summoned by OIL to Duliajan for clarification/discussion/design of new well/re-design of any well with no additional cost to OIL.

## **11.0 DURATION OF CONTRACT:**

The completion time of the Contract is 95 days from the date of arrival of Contractor's personnel at Duliajan or at Rajasthan, whichever earlier, for collection of data(completion of mobilization). The Contract shall be deemed to be completed only after submission of final report with presentation at OIL's corporate office. Details of time schedule for different tasks of the project are given below:

1. Mobilisation of Contractor's personnel for data collection within 15 days from the date of signing of contract
  2. Data collection: 15 (Fifteen) days which includes 8(Eight) days in Duliajan and 7(Seven) days in Rajasthan
  3. Study for Assam-Arakan Basin : 30 days
  4. Study for Rajasthan: 20 days
  5. Well planning etc : 10 days
  6. Techno economic feasibility study & presentation on combined draft reports on tasks 2 to 5 (at OIL's Duliajan office): 10 days
  7. Submission of final report & presentation (at OIL's Noida office) : 10 days
- The "Status Report" on data collection will be submitted within 15 days from the date of completion of mobilization.
- The "Draft Reports" of tasks 2 to 5 **will have to be submitted separately immediately after** completion of each task.

- The presentation on “Final Report” (with incorporation of mutually acceptable changes or additional points) and submission of “Final Report” will take place within 95 (Ninety Five) days from the date of completion of mobilization.

***END OF SECTION II***

**PART-3**  
**SECTION-III**  
**SPECIAL TERMS & CONDITIONS OF CONTRACT**

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

1.1 “Work” means each and every activity required for successful performance of the services described in **SECTION-II, PART-3 SCOPE OF WORK/ TERMS OF REFERENCE/TECHNICAL SPECIFICATION** as per international standards.

1.2 “Contractor’s Key personnel” mean the personnel as mentioned under section **SECTION-II, SCOPE OF WORK/ TERMS OF REFERENCE/TECHNICAL SPECIFICATION** to be provided by Contractor to conduct the work hereunder.

1.3 “Approval” as it relates to Company, means written approval.

1.4 “Facility” means and includes all property of Company owned or hired, to be made available for the services under this Contract.

1.5 “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 deliverables & necessary reports as required by the Company under the contract.

**2.0 CONTRACTOR’S PERSONNEL**

2.1 For execution of the Contract Contractor shall deploy an integrated team consisting of personnel having experience in reservoir screening and identification of suitable areas for shale gas/tight gas exploration and experience in shale gas well & tight gas construction & design, drilling and completion. The integrated team shall consist of following personnel:

- (i) Project Manager/Team Leader(Geoscientist)
- (ii) Geologist having knowledge in geochemistry.
- (iii) Petrophysist
- (iv) Reservoir Engineer
- (v) Drilling and Fracture Job expert

2.2 Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of Contractor’s personnel. Such employees shall be solely of Contractor’s employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the

company before the actual deployment. The Contractor shall not deploy its personnel unless cleared by the company.

- 2.3 Contractor's Personnel: Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 2.4 Replacement of Contractor's Personnel: Contractor shall immediately remove and replace any of his personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by company to be undesirable.

### **3.0 COMPANY'S REQUISITES**

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

### **4.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT OIL INDIA LIMITED**

- 4.1 Fooding and lodging of Contractor's personnel during data collection and visit to OIL's facility as per the details laid out in the Contract shall be provided by Company(OIL) at chargeable basis.
- 4.2 Transportation of Contractor's personnel from Guest House/Hotel to OIL's facility shall be the sole responsibility of the Contractor.
- 4.3 Medical Facilities: Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.

### **5.0 CONTRACTOR'S ITEMS**

- 5.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.
- 5.2 Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing

them as necessary for successful completion of the services as stipulated in the Contract.

- 5.3 Contractor shall be responsible for the maintenance and repair of all equipment installed at Contractor's facility.

**6.0 CONTRACTOR'S SPECIAL OBLIGATIONS**

- 6.1 Compliance with Company's Instructions: Contractor shall comply with all instructions of Company consistent with the provision of this Contract.

- 6.2 The Contractor should use latest versions of all software packages during the period of the contract.

- 6.3 Contractor shall arrange at their own cost all consumables & spares including papers, cartridges, data tapes and other consumables and spares needed for the work.

- 6.4 Bidder/Contractor shall indicate the list of personnel to be deployed in **ANNEXURE-II, PART-4**, indicating the minimum requirement of key personnel. However, the Contractor may choose other personnel e.g. Geophysicists, Geologists, Petrophysicists, Petroleum engineers etc. that the Contractor deems are required to accomplish the job as per the Scope of Work/Terms of Reference/Technical Specification **SECTION-II, PART-3** and time frame for completion of the work as stipulated in the Contract.

- 6.5 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of Work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.

- 6.6 The Contractor's expatriate and technical personnel must have thorough knowledge of English.

- 6.7 The Contractor's personnel must be sound enough to provide the required services in international standard, failing which Company reserves the right to ask for removal of any Contractor's personnel with 24 hours notice.

- 6.8 Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in **Clause 4.0, SECTION-I, PART-3**.

- 6.9 The Contractor shall ensure safe storage of all the datasets, output / deliverables, reports etc. under the pervue of the study on workstations/recording media for a period of 3 months from the date of completion of the Contract.

- 7.0 CONFIDENTIALITY:** Contractor agrees to be bound by professional secrecy and undertake to keep confidential all the dataset as well as any information/output obtained during the conduct of work , take all-reasonable steps to ensure that the contractor's personnel likewise keep such information confidential.

- 7.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 7.2 Contractor shall handover to company all company's documents, datasets etc. Concerning the work carried out and which are still in its possession after completion of the work at their own cost.
- 7.3 Contractor shall forbid access to the datasets, ancillary information and results of the study in any form to any person/organization not involved in the work or not authorized by the company to have access to the datasets, ancillary information and results of the study, however, this provision is not applicable to any Government and/or police representative on duty.

#### **8.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION :**

- 8.1 In the event of the Contractor's default in timely mobilization, 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 commencement of contract as defined in **Clause 2.0, SECTION- I, PART-3.**

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilise and commence the work within the stipulated period.

#### **9.0 PENALTY FOR DELAY IN COMPLETION OF THE CONTRACT:**

- 9.1 In case there is delay in completion of Work as per the schedule of Completion (as per **Sub-Clause 2.4, SECTION-I, PART-3**) due to the reasons attributable to the Contractor (viz. due to Contractor by way of their low Work progress than expected/quality & standard of work expected etc.) the Contractor shall be levied a penalty at the rate of 1/2% of the total contract value per week or part thereof of delay subject to maximum of 7.5%.

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period.

#### **10.0 RIGHTS AND PRIVILEGES OF COMPANY:**

Company shall be entitled –

- 10.1 To check the work center/Facility and other Contractor's resources before the commencement of work. If they are not found in good order or do not meet the international standards as per the requirement of the work stipulated in the Contract, the contractor may not be allowed for commencement of work until the contractor has remedied such default.
- 10.2 To order suspension of work while and whenever:
  - a) Contractor's personnel is deemed by company to be not satisfactory, or

- b) Contractor's equipment/work methodology does not conform to regulations or to the specifications laid down in the Contract.
- c) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
- d) Contractor fails to meet any of the provisions in the contract.
- e) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

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

**12.0 PROVISION OF PERSONNEL AND FACILITIES:**

- i) The Contractor shall be responsible for and shall provide for all requirements of their personnel, if any including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charges to the Company.
- ii) Contractor shall forward the list of personnel deployed along with bio-data / qualification/ experience of the personnel during the course of submission of their bids with all supporting documents. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.

**13.0** Company (OIL) shall have the right to contact the clients/operators (referred by the bidder/Contractor) for authentication of information provided by the bidder.

**14.0 Company shall have the right to terminate the Contract at the end of any Phase of the work program/contract.**

**END OF SECTION-III**

**PART-3**

**SECTION-IV**

**SCHEDULE OF RATES & PAYMENTS**

In consideration of Contractor performing its obligations, Company agrees to pay the Contractor the amount as shown under :

**A) SCHEDULE OF RATES:**

Mile stone.	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT
<b>A</b>	PHASE-I	Lumpsum	1		
<b>B</b>	PHASE-II	Lumpsum	1		
<b>C</b>	PHASE-III	Lumpsum	1		

**The Contract cost includes all taxes and duties except Service Tax which shall be to Company's account if applicable.**

**B) SCHEDULE OF PAYMENT:**

The following schedule of payment shall be applicable under this Contractor :

- a) **1<sup>st</sup> Payment** : Upon completion of Phase I tasks stipulated in Part 3 Section- II of Scope Of Work and submission of reports.
- b) **2<sup>nd</sup> Payment** : Upon completion of Phase II tasks stipulated in Part 3 Section II of Scope Of Work and submission of reports
- c) **3<sup>rd</sup> Payment** : Upon completion of Phase I, II& III tasks stipulated in Part 3 Section II of Scope Of Work and submission of Final Report & Presentation to the concerned official of OIL at Noida, UP.

**NOTE: NO RATES SHOULD BE INDICATED IN THE TECHNICAL BID, I.E., IN THE C-FOLDER**

***END OF SECTION IV***

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

( Name of the bidder)

.....hereinafter referred to as "The Bidder/Contractor"

**Preamble :**

The Principal intends to award, under laid down organizational procedures, contract/s for **HIRING OF SERVICES FOR SHALE GAS RESOURCE ESTIMATION IN OIL'S OPERATIONAL AREAS IN ASSAM-ARAKAN (NE INDIA) AND RAJASTHAN BASIN**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if

there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section 2 - Commitments of the Bidder/Contractor**

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section-2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the

Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 - Equal treatment of all Bidders/ Contractor/  
Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidders/  
Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 - External Independent Monitor/Monitors  
(three in number depending on the size of the  
contract) (to be decided by the Chairperson of  
the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other

relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-----  
For the Principal

-----  
For the Bidder/Contractor

Place : Duliajan

Witness 1 : .....

Date :

Witness 2 : .....

**PART- 4**

**ANNEXURE-II**

**LIST OF KEY PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

<b>Sl. No</b>	<b>Position</b>	<b>Work Experience</b>	<b>No. of Personnel</b>	<b>Remarks</b>
1	Project Manager/ Team Leader (Geoscientist)		1	
2	Geologist		1	
3	Petrophysist		1	
4	Reservoir Engineer		1	
5	Drilling and Fracture Job expert		1	

**Note:**

1. The above lists indicate the minimum requirement of key personnel and their experience. The Contractor may choose other personnel e.g. Geophysicists, Geologists, Petrophysicists, Petroleum engineers & other technical personnel that the Contractor would like to deploy to accomplish the job as per the defined parameter and time frame.

2. The detailed bio-data of key personnel must be submitted with the technical bids. The Contractor's key personnel must be proficient and fluent in English.

**PART- 4**

**ANNEXURE-III**

UNDERTAKING FROM CONTRACTORS PERSONNEL

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

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

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

-----  
Signature

Place:

Date:

1. NAME:

2. NAME:

DESIGNATION:

DESIGNATION

DATE:

DATE:

**PART- 4**

**PROFORMA- A**

**PRICE BID FORMAT**

1.0 The Contractor shall quote for the various services as stipulated in PART-3, SECTION –II (Scope of Work/Terms of reference / Technical specifications) as per the format given below.

Mile stone.	DESCRIPTIO N	UNIT	QUANTITY	RATE	TOTAL AMOUNT
<b>A</b>	PHASE-I	Lumpsum	1		
<b>B</b>	PHASE-II	Lumpsum	1		
<b>C</b>	PHASE-III	Lumpsum	1		

**Note :**

1.0 The charges for the services must be inclusive of all the charges for the equipment/accessories, spares, consumables, charges of contractor's personnel, processing tests, deliverables, office space for Company representatives, etc.

2.0 The cost of all the jobs referred in the schedule of rate will be considered for bid evaluation.

3.0 The Contractor must include all liabilities and taxes including statutory liabilities but excluding Service Tax.

4.0 The bidders shall quote **LUMP SUM** for each Phase of work under Scope of Work of the tender.

5.0 Payment to the Contractor shall be released after completion of each Milestone duly certified by company

**PART- 4**

**PROFORMA-B**

**BID FORM**

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

**Sub: IFB 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 .

We undertake, if our Bid is accepted, to complete mobilization for the work within (\_\_\_\_\_) days calculated from the date of issuance of Letter of Award (LOA).

If our Bid is accepted, we will obtain the Performance Bank Guarantee from 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.

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

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

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

**Seal of the Bidder:**

**PART- 4**

**PROFORMA-C**

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 IFB 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 IFB requirements.

**PART- 4**

**PROFORMA-C-1**

**CERTIFICATE OF COMPLIANCE**

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

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

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

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

**Seal of the Bidder:**

**PART- 4**

**PROFORMA-D**

**FORM OF PERFORMANCE BANK GUARANTEE**

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

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

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

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

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at **15 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Witness \_\_\_\_\_  
Address \_\_\_\_\_  
Date ..... Place \_\_\_\_\_

**PART- 4**

**PROFORMA-E**

**AGREEMENT FORM**

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

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

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

WHEREAS, Company had issued a firm Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB# \_\_\_\_\_

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

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

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

(d) Section-IV indicating the Schedule of Rates/Payment.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PART- 4**

**PROFORMA-F**

**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 IFB No. OIL/CCO/..... 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 their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Name of Bank & Address \_\_\_\_\_  
Witness \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)  
Date: \_\_\_\_\_ Place: \_\_\_\_\_

- \* The Bidder should insert the amount of the guarantee in words and figures.\*
- \* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

**PART- 4**

**PROFORMA-G**

**PROFORMA LETTER OF AUTHORITY**

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

Sir,

Sub: **OIL's IFB No. OIL/CCO/.....**

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 IFB Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**PART- 4**

**PROFORMA-H**

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

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

**Signature of the bidder**

**PART-4**

**PROFORMA-I**

**PROFORMA FOR BIO-DATA OF CONTRACTOR'S PERSONNEL**

The format for detailed CV's of each person shall be submitted by Bidder including the points given hereunder.

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