

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

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
FAX: (91) 374-2803549
E-mail: contracts@oilindia.in
Website: www.oil-india.com

SECTION I

Forwarding Letter

TO

TENDER NO. OIL/CCO/R&D/GLOBAL/237/2008-09

Dear Sirs,

Sub : HIRING OF CONSULTANCY SERVICES FOR INTEGRATION OF OIL'S GEOCHEMICAL DATA IN TO PETROLEUM SYSTEM MODEL OF UPPER ASSAM BASIN

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) Bids from competent, reputed and experienced firms for providing "HIRING OF CONSULTANCY SERVICES FOR INTEGRATION OF OIL'S GEOCHEMICAL DATA IN TO PETROLEUM SYSTEM MODEL OF UPPER ASSAM BASIN". One complete set of bid document for hiring of above services is being forwarded herewith. You are requested to send your most competitive bid well on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid document) are highlighted below:

- | | | |
|-------|------------------------------------|--|
| (i) | TENDER NO. | : OIL/CCO/R&D/GLOBAL/237/2008-09 |
| (ii) | TYPE OF BID | : Single stage Two-Bid system |
| (iii) | BID CLOSING DATE & TIME | : <u>09/04/2009</u> (12.45 hrs IST) |
| (iv) | TECHNICAL BID OPENING DATE & TIME | : <u>09/04/2009</u> (13.00 hrs IST) |
| (v) | COMMERCIAL BID OPENING DATE & TIME | : Will be intimated to the eligible bidders nearer the time. |

- (vi) BIDS TO BE ADDRESSED TO : Head-Contracts
OIL INDIA LIMITED,
DULIAJAN, PIN - 786 602,
ASSAM, INDIA.
- (vii) BID SUBMISSION/OPENING PLACE: Office of Head-Contracts
OIL INDIA LIMITED
DULIAJAN – 786602,
ASSAM, INDIA.
- (viii) BID SECURITY AMOUNT : USD 2,000.00 or Rs. 1,00,000.00
- (ix) AMOUNT OF PERFORMANCE : 10% of the estimated total contract value
GUARANTEE
- (xi) MOBILISATION TIME : Within 4 weeks of award of contract.
- (xii) QUANTUM OF LIQUIDATED : 0.5% of the total contract value per
DAMAGE FOR DEFAULT IN week or part thereof subject to
TIMELY MOBILISATION maximum of 7.5%.
- (xiii) CONTRACT PERIOD : 52 WEEKS

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Head-Contracts
For Resident Chief Executive

SECTION – II

INSTRUCTIONS TO BIDDERS

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

A. BIDDING DOCUMENTS

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

- (a) A forwarding letter highlighting the following points (Section I)
 - (i) Tender No. OIL/CCO/R&D/GLOBAL/237/2008-09
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission / opening place
 - (v) The amount of performance guarantee
 - (v) Quantum of liquidated damages for default in timely mobilisation
- (b) Instructions to Bidders (Section II)
- (c) General Conditions of Contract (Section III)
- (d) Terms of Reference/Technical specifications (Section IV)
- (e) Schedule of Rates and Payment (Section V)
- (f) Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC) (Section VI)
- (g) PRICE BID FORMAT-(Proforma A)
- (h) Statement of Compliance (Proforma B)
- (i) Bid Form (Proforma C)
- (j) Bid Security Form (Proforma D)
- (k) Performance Security Form (Proforma E)
- (l) Agreement Form (Proforma F)
- (m) Letter Of Authority(Proforma G)
- (n) Format for Curriculum Vitae (Proforma-H)

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

3.0 AMENDMENT OF BIDDING DOCUMENTS

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

3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are

expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

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 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
- (ii) Documentary evidence established in accordance with Para 9.0.
- (iii) Bid Security furnished in accordance with Para 10.0.
- (iv) Statement of compliance as per **Proforma-B**.
- (iv) A copy of the Commercial Bid **without indicating prices**.

B. COMMERCIAL/PRICE BID

- (i) Bid Form as per **Proforma C**.
- (ii) PRICE BID as per format given in **Proforma A**.

6.0 **BID FORM:** The bidder shall complete the Bid Form (Proforma C) and the appropriate Price Schedule furnished in the Bid Document.

7.0 BID PRICE

7.1 Unit prices must be quoted both in words and in figures.

7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties and taxes including corporate income taxes and other levies payable by the Contractor under the Contract for which this Bid 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:** A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY:

9.1 These are listed in **Section VI**.

9.2 Bidder shall furnish a written undertaking in their bid expressing commitment to replace any of their personnel(s) at any point of time during the contractual period if, in the opinion of the Company, found not suitable for any reason.

10.0 BID SECURITY:

10.1 Pursuant to Para 5.0 the Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".

10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-Para 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-para 10.1 and / or 10.3 shall be rejected by the Company as non-responsive.

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

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

10.7 The Bid Security may be forfeited:

- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form,
- or
- (b) If a successful Bidder fails:
 - i) to sign the contract within reasonable time 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 120 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 or E-mail). The bid Security provided under Para 10.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid

Security. A Bidder may refuse the request. However, a Bidder granting the request will neither be required nor permitted to modify their bid.

12.0 FORMAT AND SIGNING OF BID

12.1 The Bidder shall prepare four copies of the bid clearly marking original "ORIGINAL BID" and rest "COPY OF BID". In the event of any discrepancy between them, the original shall govern.

12.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.

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

C. SUBMISSION OF BIDS

13.0 SEALING AND MARKING OF BIDS:

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

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

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

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

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

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

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

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

13.6 The offer should contain complete specifications, details of services and equipment/ accessories offered together with other relevant literature/catalogues of

the equipment offered. The Bid Security mentioned in para 10.0 should be enclosed with the Technical Bid. **The price bid should not be put in the envelope containing the Technical Bid.**

13.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA B**. This should be enclosed with the technical bid.

13.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/ transit loss.

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

14.0 **INDIAN AGENTS:** Foreign Bidders are requested to clearly indicate in their quotation whether they have an agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are authorised to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that an agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India.

15.0 **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the Company at the address specified in the Forwarding Letter not later than 12-45 Hrs. (Indian Standard Time) on the bid closing date mentioned in the letter.

16.0 **LATE BIDS** Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

17.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

17.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing.

17.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and despatched in accordance with the provisions of para 13.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

17.3 No bid can be modified subsequent to the deadline for submission of bids.

17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form.

18.0 BID OPENING AND EVALUATION

18.1 Company will open the Bids, including submission(s) made pursuant to Para 17.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorised letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

18.2 Bid(s) (if any) for which an acceptable notice(s) of withdrawal has/have been received pursuant to Para 17.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, documents have been properly signed and the bids are generally in order.

18.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.

18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-Para 18.3.

18.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

18.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to 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. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

18.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

18.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

19.0 OPENING OF COMMERCIAL/PRICE BIDS

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

19.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

20.0 **CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

21.0 **EVALUATION AND COMPARISON OF BIDS**

21.1 Total commercial value of the bids (inclusive of applicable taxes and duties) as worked out from the Schedule of Rates will be used for final evaluation of competitiveness of individual bidders.

21.2 In case Bidder takes exception to any clause of bidding document, 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.

22.0 **LOADING OF FOREIGN EXCHANGE:**

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

22.2 **Repatriation of rupee cost:** In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

23.0 **CONTACTING THE COMPANY**

23.1 Except as otherwise provided in para 17.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 18.5.

23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

24.0 **AWARD CRITERIA:** The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

26.0 **NOTIFICATION OF AWARD**

26.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the Bidder in writing by registered letter or by cable or telex or fax (to be confirmed in writing by registered/courier letter) that his bid has been accepted.

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

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Para 28.0 the company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Para 10.0 hereinabove.

27.0 **SIGNING OF CONTRACT**

27.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the Contract Form provided in the bidding documents. The form will be accompanied by the General Conditions of Contract, Terms of Reference/Technical specifications, Schedules of rates and all other relevant documents.

27.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

28.0 **PERFORMANCE SECURITY**

28.1 Within 30 days of the receipt of notification of award from the Company the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Documents or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

28.2 The performance security specified above must be valid for one year after the date of expiry of the tenure of this contract to cover the warranty obligations indicated in Para 6 of Section III hereof and to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract subsequent to expiry of validity of the original contract period, Contractor shall have to extend the validity of the performance security accordingly.

28.3 Failure of the successful bidder to comply with the requirements of Para 27.0 or 28.0 shall constitute sufficient grounds for annulment of the award. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

29.0 **MOBILISATION ADVANCE PAYMENT**

29.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/ refund.

29.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance.

29.3 Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

29.4 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

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

30.1 In the event of the Contractor's default in timely mobilisation for commencement of operations within the stipulated period, 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 no. 2.0 of Section - III.

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

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SECTION III

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 IV**, 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, DATE OF COMMENCEMENT OF CONTRACT, MOBILISATION TIME AND COMPLETION TIME OF CONTRACT:**

2.1 The contract shall become effective as of the date Company notified Contractor in writing that it has been awarded the contract and it shall remain in force for a period of 56 Weeks. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the contract.

2.2 The Commencement Date of the contract will be reckoned from the date when Contractor's personnel arrive at Duliajan for data gathering. This date will be treated as the date of mobilisation. Contractor must mobilise their personnel at Duliajan within 4 weeks from the Effective Date of the contract.

2.3 The completion time may be extended by Company at its sole discretion on request from the Contractor.

3.0 **OBLIGATIONS OF CONTRACTOR:** Contractor shall in accordance with and subject to the terms and conditions of the Contract:

3.1 Perform the work described in the Terms of Reference/Technical Specification (**SECTION IV**) in most economic and cost effective way.

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

3.3 Contractor shall be deemed to have satisfied themselves before submitting their offer as to the correctness and sufficiency of their offer for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all their obligations under the contract.

3.4 Contractor shall give or provide all necessary services during the performance of the contract and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

3.5 Except as otherwise provided in the Terms of Reference provide all the personnel required performing the work.

4.0 **OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of the contract:

4.1 Pay Contractor for the services actually rendered by them under the contract.

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

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

5.0 **CONTRACTOR'S PERSONNEL**

5.1 Contractor warrants that they will provide eligible/short-listed personnel by Company who are competent, qualified and sufficiently experienced 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.

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, enroute boarding, lodging etc. However, Company shall provide office space, lodging, boarding and local transport to Contractor's personnel during their stay at Duliajan.

5.3 Contractor's 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 one year 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/data related to the Consultancy study furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

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

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

8.0 **TAXES:**

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

8.2 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.

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

8.4 The Contractor shall furnish to the company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing the return of income etc. Within the prescribed time limit to the appropriate authority.

8.5 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.

8.6 Tax clearance certificate for personal 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.

8.7 Corporate and personal taxes on Contractor shall be the liability of the contractor and the Company shall not assume any responsibility on this account.

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

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

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

9.0 **INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel during the currency of the contract.

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under the contract.

- d) Contractor's equipment provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit (as per international standards/ as per Indian industry practices).
- 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 shall be 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, if any, 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 their insurance policies covering the risks mentioned above.

9.6 If any of the above policies expire or are cancelled during the term of the 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 by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

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

9.8 All insurance taken out by Contractor or their sub- contractors 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 the 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 effected by written Order by the Company (Change Order).

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 and Payment (**SECTION V**). Upon review of Contractor's estimate, Company shall establish and set forth in the

Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Changed Order, Contractor shall nevertheless perform the Work as changed, and the parties will resolve the dispute in accordance with Clause 14 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 under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term "Force Majeure" as employed herein shall mean act 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 the kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders the performance of the contract by the said party impossible.

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

11.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the contract if such 'force majeure' condition, continue beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply unless otherwise agreed to.

12.0 **TERMINATION:**

12.1 This contract shall terminate:

- (a) Upon completion of the job required to be done by the Contractor with full satisfaction of Company.

OR

- (b) For Force Majeure reasons as per clause 11.0 and its sub-clauses above.

OR

- (c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the Company.

OR

- (d) Under any circumstances considered to be not suitable by Company to continue the operations of the Contract.

12.2 In the event of termination of contract under clause 12.1(d) above, Company will issue 15 days prior written 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 demobilise their personnel & materials. Contractor shall be entitled for payment for services actually rendered in conformity with the contract upto the date of its termination.

13.0 APPLICABLE LAW

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

13.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract.

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

15.0 NOTICES:

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

(A) Company

(1) For contractual matters
Head (Contracts)
OIL INDIA LIMITED
DULIAJAN - 786602
ASSAM, INDIA

(2) **For technical matters**
General Manager (R&D)
OIL INDIA LIMITED
DULIAJAN - 786602
ASSAM, INDIA

(B) Contractor

M/s. _____

Contact Person:

Fax:

Phone:

E-mail :

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

16.0 SUB-CONTRACTING: Contractor shall not subcontract or assign, in whole or in part, their obligations to perform under the contract, except with Company's prior written consent.

17.0 **MISCELLANEOUS PROVISIONS:**

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

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

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

18.0 **PERFORMANCE SECURITY:** The Contractor has furnished Performance Bank Guarantee _____ (being 10% of the estimated Contract value) in the form of Bank guarantee (No. _____ dated _____) issued by _____. The Performance Bank Guarantee is valid upto _____ to cover the duration of contract including warranty obligations indicated in para 6 of **SECTION III** hereof. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the Contractor shall suitably extend the validity of the bank guarantee. Company will discharge the bank guarantee not later than 30 days following its expiry.

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

19.1 In the event of the Contractor's default in timely mobilisation of their personnel at Duliajan for commencement of services within the stipulated period as per Para 2.2 of this SECTION, the Contractor shall be liable to pay liquidated damages at the rate of 1/2% of the total contract value per week of delay subject to maximum of 7.1/2%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of the contract as defined in clause No. 2.0 of this **SECTION**.

19.2 Company also reserves the right to cancel the Contract without any compensation whatsoever in case of Contractor's failure to mobilise and commence operation within the stipulated period.

20.0 **CONTRACT PRICE:** The Contract Price must remain firm during performance of the Contract and is not subject to variation on any account.

21.0 **LIABILITY**

21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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 subcontractors 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 subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.

21.3 The Contractor hereby agrees to waive their right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

21.4 The Contractor hereby further agrees to waive their right of recourse and agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Contractor and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

21.5 Except as otherwise expressly provided, neither Contractor nor their servants, agents, nominees, Contractors or subcontractors 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 its Contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

21.6 Neither Contractor nor their servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever for injury to, illness, or death of any employee of the Company and/or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or their servants, agents, nominees,

assignees, Contractors and subcontractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

21.7 The Company hereby 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 subcontractors for loss or damage to the equipment of Company and/or its Contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Company and of its Contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 **CONSEQUENTIAL DAMAGE**: Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the Contract, including but without limitation, to loss of 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 subcontractors.

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

24.0 **PAYMENT & INVOICING PROCEDURE**

24.1 Company shall pay to Contractor, during the term of the Contract, the amount due from time to time 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.

24.2 Payments due by Company to Contractor shall be made at Contractor's designated Bank. All Bank charges will be to Contractor's account.

24.3 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.

24.4 Contractor shall submit six sets of all invoices to Company for processing of payment.

24.5 Contractor shall raise invoices on monthly basis for the job done, which is certified by the Company's representatives.

24.6 Payment of invoice, if undisputed, shall be made within 30 days of its receipt at Company's address.

24.7 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 within 30 days. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in para 24.3 above.

24.8 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.

24.9 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) 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.

24.10 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

25.0 **RATE OF PAYMENT:** Company shall make payment to the Contractor as per the agreed rates referred to in **SECTION-V**. These rates include all taxes, duties and other levies payable by Contractor under the Contract.

26.0 **WITH-HOLDING**

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

- (a) For non-completion of assigned jobs to the satisfaction of Company.
- (b) Contractor's indebtedness arising out of execution of the Contract.
- (c) Sub-standard work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
- (f) Damage to another contractor of Company.
- (g) All claims against Contractor for damages & injuries, and/or for non-payment of bills etc.

SECTION-IV

TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS

1.0 PREAMBLE

- 1.1 Oil India Limited (OIL), is a premier National Oil Company under the administrative control of Ministry of Petroleum and Natural Gas, Government of India, engaged in exploration, development and production of oil and natural gas, transportation of crude oil and production of 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 3.5 MMTPA of crude oil (around 89,000 barrels per day), over 5 MMSCMD of Natural Gas and over 50,000 Tonnes of LPG. Most of this emanates from its traditionally rich oil and gas fields concentrated in the North-Eastern part of India. OIL's old oilfields in Upper Assam include Nahorkatiya (since 1953), Moran (since 1956) and Jorajan (since 1967) and some other Eocene fields discovered in early nineties which are under continuous production till date.

2.0 STUDY OBJECTIVES:

- 2.1 In the year 2002, OIL proposed a petroleum system model for Upper Assam basin. Subsequently, OIL set up a state of the art geochemical analysis laboratory and created a huge geochemical database for the oils and source rocks of the Assam basin. Based on this data, a geochemical model of the basin has been proposed by geoscientists of OIL. The model now requires embedding into the regional geology and geophysics of the area and into OIL's exploration strategy at the level of risk reduction and decision-making.
- 2.1 OIL now requires medium-term external project support and training in order to apply full Petroleum Systems concepts as a basis for future oil and gas exploration in Upper Assam. The main objective is that the consultant should work with OIL geoscientists to integrate existing detailed oil and source rock analytical results and interpretations with existing regional geological and geophysical data to develop a computer-based model for the Petroleum Systems operating in Upper Assam.
- 2.2 In order to achieve this understanding and risk reduction, OIL's extensive geochemical database (in Integrated Geochemical Interpretation, UK, (IGI's) p:IGI format) should be integrated with the regional seismic mapping, present and palaeo- basin geometry and associated sedimentary and stratigraphic concepts. This integration step is envisaged as being undertaken using the geochemical database to populate and calibrate a seismic- and well-based dynamic grid model (e.g. Zetaware's Trinity software) capable of manipulating the relevant geo-referenced data (e.g. ArcView or CPS3).

- 2.3 The training associated with the project should comprise a combination of project-based skills transfer and more formal training workshops based on project material. The training should take place at Duliajan and also at the site of the Consultant. The work will be carried out jointly by consultant and geoscientists of OIL. However, the primary responsibility of completing the work on time will lie with the consultant.
- 2.4 The key deliverables of the project are a basin-wide computer-based Petroleum Systems model mainly in the form of dynamic sections and maps that both identify and explain the known accumulations in terms of amount and composition of hydrocarbon and timing of charge, and helps define further areas of high exploration potential.

3.0 PLACE OF WORK AND FACILITIES

- 3.1 The work will be carried out partly at Duliajan, Assam (India) which is the Fields Headquarter of the Company and partly at Consultant's workplace, in association with OIL geoscientists.
- 3.2 Duliajan is located in the upper northeast corner of India and is a thriving industrial township with all modern amenities, set amidst lush green foliage round the year which is a remarkable feature of this part of the country. The nearest airport is 48 km away at Dibrugarh, which is connected by regular flights from Kolkata and New Delhi international airports. Excellent accommodation is available at the Company's guest houses. For leisure, there is a golf course and an executive club with facilities such as synthetic tennis court, indoor badminton court, squash court, billiard pool, a modern gymnasium etc.

4.0 GENERAL DESCRIPTION OF UPPER ASSAM BASIN

- 4.1 The Upper Assam Basin is truly a Tertiary sub-basin of the Assam-Arakan geological province located in the northeastern part of Indian subcontinent. It is bounded in the northwest by the Eastern Himalayas, in the south by the Naga-Patkai hills, in the northeast by Mishmi Hills and in the southwest by Mikir Hills and Shillong Plateau. The basin came into existence during Cretaceous and Early Cenozoic period and was located in a passive continental margin facing an open sea. The Upper Assam basin had received clastic sediments in varied shallow marine to paralic and non-marine (deltaic, fluvial) environmental conditions in different geological times during Tertiary period. In the present day configuration of the basin, the basement dips both towards southeast and northwest on the southern and northern flanks of the basement ridge, respectively. The basement ridge which trends NE-SW is possibly the eastern continuation of Mikir Hills and runs almost parallel to the present day Brahmaputra river. The sedimentary thickness, which is less than 4 km along the axis of the basement ridge, increases to more than 7 km towards Naga-Patkai range and the Eastern Himalayan foothills region. The generalised stratigraphic succession of the Upper Assam Shelf along with the petroleum system is shown in Figure-1.

4.2 Discovery of oil in Upper Assam basin was made at Digboi in a supra-thrust anticlinal dome in late nineteenth century. Since then, a large number of oilfields have been discovered in different plays in the basin mainly in the foreland part and a few in the foredeep associated with fold-belts.

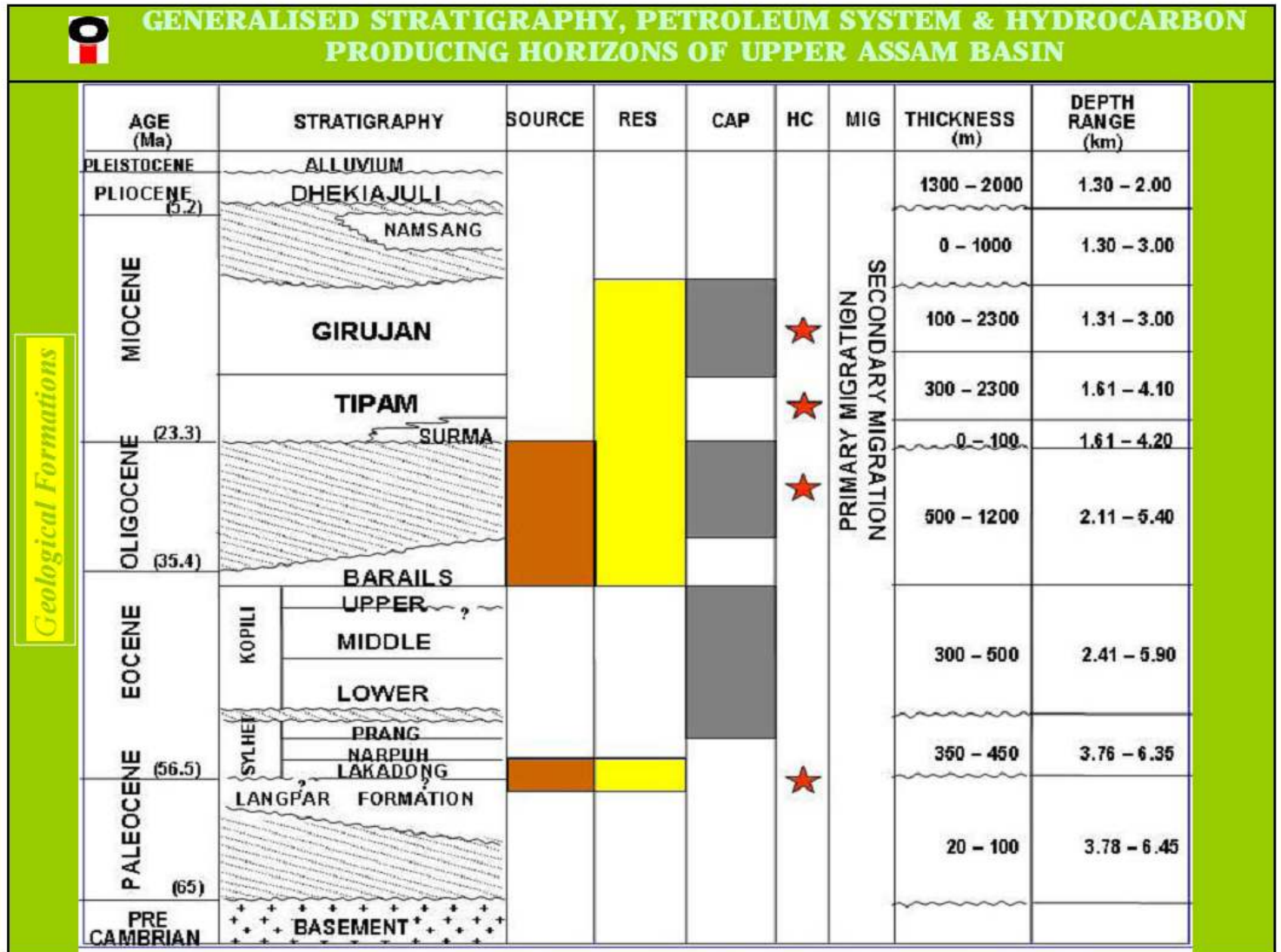


Figure 1: Generalized stratigraphic succession of Upper Assam Basin

4.3 The operational area is around 14,000 Sq.Km. in Upper Assam basin. Our systematic and scientific approach to exploration has been rewarded with a very high success ratio of the exploratory wells drilled. OIL also possesses

both 2D and 3D seismic data acquisition and processing capabilities. The geo-scientific interpretation is done using state-of the art workstations.

- 4.4 Commercial oil/gas accumulations discovered so far occurs mainly in the fault closures within a depth range of about 2200-3600 metres in Miocene and Oligocene reservoirs and 3400-5400 metres in the Palaeocene/ Lower Eocene reservoirs. 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 thin sand prospects. Presently, more than half of the oil produced by the Company comes from these Palaeocene/ Lower Eocene thin clastic reservoirs.
- 4.5 The Company has so far acquired, processed and interpreted over 20,000 line km of 2D and around 3,000 Sq.Km of 3D seismic data and drilled more than 950 wells (excluding about 1000 wells in Digboi oilfield acquired at a later date).

5.0 CURRENT UNDERSTANDING OF THE PETROLEUM SYSTEM MODEL OF ASSAM BASIN

- 5.1 Oil and gas are found in a number of reservoir horizons, the Eocene Lakadong, the Oligocene Barail, and the Neogene Tipam & Girujan reservoirs. Recent geochemical studies have indicated that there are two potential source rocks in the basin, Eocene Lakadong marginal marine shales and Oligocene shales and coal seams of the Barail sequence. The current model has identified molecular indicators pointing to discrete oil families deriving from separate source rock intervals. The location of these source rocks at an appropriate level of thermal maturity is most likely south of the Naga Thrust Front. The proposed project will confirm these assertions in the context of the geological history of the basin.

6.0 DATA AVAILABILITY

- 6.1 Following geological and geochemical data are available with OIL.
- Depth map of five key horizons viz., Near Top Girujan, Near Top Tipam, Near Top Barail, Near Top Langpar and Top Basement. The generalized stratigraphy of Upper Assam Basin along with the key horizons mapped is shown in Figure-1.
 - Temperature data of key wells
 - Rock Eval data for the source rocks from different horizons over the entire OIL's PEL area of Upper Assam basin
 - Kinetics data for selected source rock samples
 - API gravity, pour point and gas chromatographic data for about 100 oil samples
 - Biomarker data for about 100 oil and 100 source rock extract samples

- Geochemical data are available in electronic format in p:IGI-2 software from IGI Ltd, UK. Kinetics data has been measured using Optkin software from Vinci Technologies, France

6.2 Any other data required by the bidder must be clearly specified in their bid

7.0 SCOPE OF WORK

7.1 The following steps are proposed to achieve the integration of OIL's geochemical database into the geological context of oil and gas exploration in Assam.

7.1.1 Review all source rocks and reservoir fluids information in the current p:IGI-2 geochemical database.

7.1.2 Assemble existing five seismic grids covering OIL's area of interest in Assam and use to build the basic petroleum system model, using software like Zetaware's Trinity.

7.1.3 Produce pre-thrust basin grids by extending grids to the south of the Naga Thrust using the sparse well and seismic data, existing balanced section reconstructions, basement mapping from gravity and magnetics, and projection of isopachyte trends from the north.

7.1.4 Use grids to create geo-referenced GDE (Geological Depositional Environment, incorporating sedimentary facies and palaeo-geography) mapping for key units from existing studies of cores, seismic geometries/character and electric logs, together with extrapolation of observed trends.

7.1.5 Consider the need for a new analytical programme – particularly of source rocks - and implement if appropriate.

7.1.6 Review and calibrate 1-D basin models to tie burial histories with measured source rock maturity parameters, regional geothermic models and uplift at erosion surfaces.

7.1.7 Map heat flow, palaeo-heat flow and uplift at significant unconformities.

7.1.8 Check and map source rock properties in terms of organofacies, yields and kinetics for all plausible source rock horizons.

7.1.9 Populate and calibrate the 3-D petroleum system model with grids for source properties, geothermics, uplift, migration GDE, reservoir GDE, seal GDE and structure for the project area.

7.1.10 Map migration paths and relate to known accumulations; investigate sensitivities with respect to geothermics, uplift, source rock quality, and GDE mapping of conduits and seal.

- 7.1.11 Check model predictions of regional hydrocarbon volumes and type against the kerogen type, maturity and alteration properties in the oil and gas database – review sensitivities.
- 7.1.12 Identify 3 key data-rich oil fields for re-calibration at the level of the discrete drainage polygon for each; review final regional model.
- 7.1.13 Distil petroleum systems maps into regional prospectivity mapping, identifying zones of high, medium or low exploration potential.
- 7.1.14 Document the above in a project report containing appendices of grids, model files and databases allowing the conclusions to be reviewed as new concepts and data arrive.

8.0 Deliverables

- 8.1 The deliverables of the project are a basin-wide computer-based Petroleum Systems model mainly in the form of dynamic sections and maps that both identify and explain the known accumulations in terms of amount and composition of hydrocarbon and timing of charge, and helps define further areas of high exploration potential.
- 8.2 The following maps should be included
 - 8.2.1 Paleo-structure and temperature maps of key stratigraphic horizons
 - 8.2.2 Iso-maturity maps for key surfaces of the basin
 - 8.2.3 Iso-generation and expulsion maps for identified source rock horizons
 - 8.2.4 Regional geoseismic dip and strike cross-sections across the basin showing levels of maturity and predicted accumulations
 - 8.2.5 HC charge map for the entire basin with migration pathways
 - 8.2.6 Maps showing prospective exploration fairways based on favourable combinations of source presence, maturation, migration, entrapment and timing
- 8.3 Regional maps should be on a scale of 1:250000 and prospect maps should be on a scale of 1:50000
- 8.4 The technology / expertise for Petroleum System Modelling should be transferred to OIL geoscientists through training / work association so that they can continue to develop the model after the completion of the project.

9.0 Tentative Time Schedule

Phase	Details of work	Location of work	Completion time from start of Study
I	Visit to OIL, Duliajan for collection of data Training to OIL Geoscientists on Petroleum System modeling -3 days Review geochemical database	Duliajan	1 week
II	Assemble existing seismic grids Build basic Petroleum System Model Suggest further geochemical data generation Training to OIL Geoscientists on Petroleum System Modelling Software	Consultant's office	18 weeks
III	Review and calibrate 1-D basin models Map heat flow, paleo-heat flow and uplift at significant unconformities	Consultant's office	24 weeks
IV	Populate and calibrate 3D petroleum system model Advanced training to OIL Geoscientists on Petroleum System Modeling Software	Duliajan	26 weeks
V	Map migration paths and relate to known accumulations Check model predictions of regional hydrocarbon volumes Calibrate against 3 key data-rich oilfields	Consultant's office	39 weeks
VI	Prepare regional prospective maps Document the study in a project report	Consultant's office	48 weeks
VII	Submit the entire petroleum system model in electronic form Present findings at OIL Duliajan	Duliajan	49 weeks
VIII	Incorporate suggestions Submit final report	Consultant's office	52 weeks

10.0 COMPLETION OF STUDY:

10.1 The entire project has to be completed by the contractor within 52 Weeks. The scope of work will be deemed to be complete when a mutually acceptable computer based petroleum system model for Assam basin has been prepared and the final report on the entire project is submitted by the

Contractor/Consultant incorporating OIL's views/comments and accepted by OIL. Three hard copies and one soft copy of the report on CD should be submitted, in addition to the computer based petroleum system model. The different phases and a tentative time schedule for the completion of the project is broadly shown above.

11.0 NOTES

- 11.1 The mobilization period of the study will be 4(four) weeks from the date of award of contract.
- 11.2 Consultant should specify in their bid the software that they are going to use for Petroleum System Modelling. Consultant should provide an 18 month temporary license copy of the software which will be installed on OIL's computer after phase II of the study.
- 11.3 At the start of the project, consultant should visit OIL, Duliajan, Assam to review all the data and give at least 3-days training on basin modelling to OIL geoscientists associated with the study.
- 11.4 During phase II of the study, OIL geoscientists associated with the study will visit the office of the consultant for two to three weeks to review the interpretation of geochemical data, review 1-D model and assemble the basic petroleum system model. During this time, OIL personnel should be trained on the software being used for developing the petroleum system model. Any new geochemical data that needs to be generated will be discussed and work on same will start at Duliajan
- 11.5 During phase IV of the study, consultant should visit OIL for at least ten working days and discuss the petroleum system model being developed. During this time, advanced training on the use of Petroleum System Modeling software should be provided to OIL geoscientists associated with the study.
- 11.6 During phase V of the study, OIL geoscientists associated with the study will visit the office of the consultant for two weeks to understand key details of the petroleum systems model
- 11.7 After completion of phase VI of the study, consultant should visit Duliajan for at least five working days, submit the petroleum system model in electronic form, submit the draft report and give a presentation on the petroleum system model at Duliajan. Based on the discussion at Duliajan, final report should be submitted incorporating the suggestions given during presentation of draft report presentation
- 11.8 Consultant should submit a monthly report by email and interim report (hard copy as well as email) after six months from start of study.
- 11.9 Three hard copies and soft copy (on CD) of the final report should be submitted.
- 11.10 Computer based Petroleum System Model of the Upper Assam basin should also be submitted on CD.

12.0 Software for Petroleum System Modelling

- 12.1 Software used by the consultant for Petroleum System Modelling should have the following minimum capabilities.
 - 12.1.1 Should be a map based tool that can model maturation, migration, calculate charge volumes and composition, predict phase/PVT properties, column heights and reserves, predict pressure accounting for 3D sand geometry
 - 12.1.2 Should be compatible with major data interpretation and mapping software like CPS3, ArcView etc.
 - 12.1.3 Should be able to show map and fault surfaces, migration pathways, maturity of rocks in 3D
- 12.2 The consultant must specify the software to be used for Petroleum System modelling in their bid. The consultant must provide an 18 months temporary license of the software that will be used for Petroleum System Modelling so that OIL's geoscientist can work on the model during the period of study. However, the same software will be procured by OIL in order to continue developing the model after completion of the study.

13.0 Training & Transfer of Technology

- 13.1 The following will be the terms for training and transfer of technology:
- 13.2 During all the critical phases of the study, OIL geoscientists will be associated with the consultant for on the job training and technology transfer.
- 13.3 Consultant will make all its facilities related to this study accessible to OIL geoscientists.
- 13.4 All expenses for OIL geoscientist's visit to Consultant's office will be borne by OIL. The Consultant will provide working space along with other facilities like phone/fax, internet at their offices to OIL's geoscientists at no extra cost.

14.0 General Terms and Conditions

- 14.1 Following documentary evidence is required to be submitted by the bidder in support of their earlier studies
- 14.2 Relevant pages of the contract/contracts executed showing detailed scope of work.
- 14.3 The earlier contract details should be submitted to establish that bidder has carried out studies on Petroleum systems modelling during the specific period of last 5 years (from the bid closing date).

- 14.4 “Client certificate” & bidder’s performance with respect to the study as referred in above along with contact details of the client.
- 14.5 Bidder must have the experience in providing the services mentioned above as an “In-House” resource/expertise.
- 14.6 Bidder has to provide documentary evidence in support of completing the projects on Petroleum Systems Modelling using “In-House” expertise, supported by client certificates as required.
- 14.7 The list of personnel who will work on this project and their detailed work experience must be enclosed.
- 14.8 The personnel who will work on this project should have following minimum experience
- Project Incharge: Twenty (20) years relevant experience in the field of Petroleum Geochemistry and Petroleum System Modelling
 - Domain Experts: Ten (10) years relevant experience in the field of Exploration Geochemistry out of which five years in Basin Modelling
- 14.9 The biodata of the personnel working on this project must be provided in the enclosed format as per enclosed format in Proforma- H

&&&&&

SECTION-III

SCHEDULE OF RATES AND PAYMENT

- 1.0 Bidder should quote lump sum price for the entire contract as per Price Bid format- Proforma-A.
- 2.0 Payment will be made as per the following schedule

After Completion of Phase	Payment to be released
I	5%
II	25%
III + IV	25%
V	25%
VI+VII+VIII	20%

- 3.0 OIL will provide office space, lodging, boarding, and local transport to Consultants at Duliajan during their stay at OIL's cost.
- 4.0 Schedule of Payments: Invoice will be furnished by Contractor after completion of each phase of study and will be processed once it is certified by Company on satisfactory progress of the work, and paid within 30 days of receipt.

SIGNATURE OF THE BIDDER

SECTION VI

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

1 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:

- 1.1 **PLACE OF WORK:** Bidder must confirm that the experts would be deputed at Duliajan (Assam) for the duration of the project to be executed at Duliajan.
- 1.2 Consultant must provide documentary evidence in support of completing the projects on Petroleum Systems Modelling using “In-House” expertise, supported by client certificates as required
- 1.3 Consultant must give at least 3-days training on basin modelling to key OIL personnel at Duliajan
- 1.4 The consultant must provide an 18 months temporary license of the software that will be used for Petroleum System Modelling after phase II of the study so that OIL’s geoscientist can work on the model during the period of study.
- 1.5 **EXPERIENCE:** The bidder must deploy the consultants with following minimum experience:
 - (a) Project Incharge: Twenty (20) years relevant experience in the field of Petroleum Geochemistry and Petroleum System Modelling
 - (b) Domain Experts: Ten (10) years relevant experience in the field of Exploration Geochemistry out of which five years in Basin Modelling
- 1.6 Any deviation / exception to the Terms of Reference will have to be sorted out prior to the submission of Bid.

B. COMMERCIAL:

- 1.1 Rates quoted by the successful bidder must remain firm during the execution of the contract.
- 1.2 Bid security shall be furnished as a part of Technical bid. The amount of bid security should be as specified in ‘Forwarding Letter’. Any bid not accompanied by a proper bid security will be rejected.
- 1.3 Bids received after bid closing date and time will be rejected.

1.4 The bid documents are not transferable. Offers made by bidders who have not been issued the bid document by the company will be rejected.

1.5 Bidder shall quote directly not through their agents in India. Offers made by Indian agents on behalf of their foreign principals will be rejected.

1.6 Any bid received in the form of Telex/Cable/Fax/E-mail will not be accepted.

1.7 Bid shall be typed or written in indelible ink and the original bid shall be signed by the bidder or their authorised representative on all pages failing which bid may be rejected.

1.8 Bid shall contain no interlineation erasers or overwriting as necessary to correct the errors made by the bidder, in which case such corrections shall be initialed by the person (s) signing the bid. However, the white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

1.9 Any bid containing the false statement will be rejected.

1.10 Bidder must quote clearly and strictly in accordance with the price schedule outlined in Price Bid Proforma attached to the bid document, otherwise the bid will be summarily rejected. Technical bid must not contain the prices. Complete Bid will be summarily rejected if the Technical Bid contains the prices.

1.11 Bidder must accept and comply with the following clauses as given in the Bid 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.

C. GENERAL:

1.1 **Proforma B - The compliance statement should be duly filled up.** If bidder wishes any change in the terms and conditions not covered under the bid evaluation criteria, then the company has the discretion to load or reject the bid on account of such exception. The loading so done by the company will be final and binding on the bidder. No deviation will however, be accepted in the clauses covered under BEC/BRC.

1.2 If any of the clauses in the BRC contradict with other clauses of NIT elsewhere, then the clauses in the BRC shall prevail.

1.3 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Contractor for clarification in respect of clauses covered under BRC and such clarification fulfilling the BRC clauses in toto must be received on or

before the deadline given by the Company, failing which the offer will summarily be rejected.

2.0 BID EVALUATION CRITERIA (BEC):

The bids conforming to the technical specifications and terms and conditions stipulated in the bid document will be considered responsive after being subjected to Bid rejection criteria. The responsive bids will be considered for further commercial evaluation as per Price bid format in Proforma-A.

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PRICE BID FORMAT

Tender No.: OIL/CCO/R & D/GLOBAL/ /2009
SUMMARIZED PROFORMA FOR QUOTING RATES AND CHARGES

Phase	DESCRIPTION	Qty/ Unit	Amount
I to VIII(As described in clause 9.0 of Sec-IV	Hiring of Consultancy Services for Integration of OIL's Geochemical Data in to Petroleum System Model of Upper Assam Basin	Lump Sum	
Total Value for the above Study =			
Price quoted is inclusive of all taxes and duties except Service tax and Custom duty, if any			

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

STATEMENT OF COMPLIANCE

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

Signature of the bidder

BID FORM

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

Sub: Tender No. **OIL/CCO/R&D/GLOBAL/ /2009**

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of award of contract.

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

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2009.

Signature

Name:

(In the capacity of)

PROFORMA-D
FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
For Head(Contracts)
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No.: OIL/CCO/R&D/GLOBAL/ /2009. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2009.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Name of Bank & Address _____

Witness _____
Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To :
M/s. OIL INDIA LIMITED,
For: Head (Contracts),
Duliajan, Assam, India, Pin - 786 602.

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under 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 12 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____

Date Place _____

AGREEMENT FORM

This Contract is made on ____ day of _____ between M/s. 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- __ attached herewith for this purpose.

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

WHEREAS, Contractor has accepted the Company's Letter of Intent vide their letter No. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's bidding 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 authorised solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, the following Sections attached herewith shall be deemed to form and be read and construed as part of this Contract viz.:

- (a) Section-I indicating the General Conditions of Contract,
- (b) Section-II indicating the Terms of Reference/Technical specifications and
- (c) Section-III indicating the Schedule of Rates.

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

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

Signed, Sealed and Delivered,

For and on behalf of Company
(Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

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

Sir,

Sub: OIL's Tender No. OIL/CCO/R&D/GLOBAL/ /2009

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

**SUGGESTED FORMAT FOR CURRICULUM VITAE
FOR MEMBERS OF CONSULTANT'S TEAM**

Name _____

Profession _____

Years with Firm _____ Nationality _____

Proposed Position on
Team _____

Key Personnel's Qualifications :

(Under this heading, give outline of staff member's experience and training, most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page)

Education :

(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page)

Experience Record :

(Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page).

Languages :

(Indicate proficiency in speaking, reading and writing of each language by "excellent", "good", "fair", or "poor")

Signature of Staff Member

Date _____