



**ऑयल इंडिया लिमिटेड**  
( भारत सरकार का उद्योग ) मंचीकृत कम्पनीसः दुल्लारराज, अररर  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Dulejari, Assam

**Materials Department**  
**(Rajasthan Project)**  
12 Old Residency Road  
Jodhpur – 342 011  
Rajasthan, India.  
Phone -0291-2438174  
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Email: [mat\\_rp@oilindia.in](mailto:mat_rp@oilindia.in)

**THROUGH : COURIER SERVICE**

**Date : 03.09.2009**

To,

M/s. ....  
(As per enclosed list)

Tender No.	: JCO 4968 L10
Bid Closing Date and Time	: 29.09.2009 15:00 hrs. IST
Bid Opening Date and Time	: 29.09.2009 15:15 hrs. IST

Dear Sirs,

**Sub : Hiring of Services for NDT (Non-Destructive Testing)  
inspection and Health Check of critical drilling Items  
and Mast & Substructure of 1000 HP Drilling Rig  
(TENDER NO. : JCO 4968 L10)**

- 1.0 Rajasthan Project of OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of heavy oil/bitumen from western Rajasthan. The Project Office is situated at 12, Old Residency Road, Jodhpur – 342011 (RAJASTHAN).
- 2.0 In connection with its exploration activities for the Project, Company has deployed one 1000 HP on-shore diesel-electric mobile drilling Rig, procured from M/s. CPTDC, China in the year 2005. Since then, the Rig is in operation and working fine. However, Company now intends to carry out a complete Health Check and NDT inspection of the Mast & substructure of the said Rig (ZJ-40) and other critical items related to the drilling operations to ensure its trouble free operation.
- 2.0 A firm competitive offer is therefore invited for the proposed NDT inspection and health check involving field visit by competent Engineers of the bidders as per Scope of Work and other Terms and conditions detailed in enclosed ANNEXURE-I.

Contd....2

- 4.0 Please forward your Quotation strictly as per the Price Schedule Format outlined in enclosed ANNEXURE-II conforming all requirements and terms/conditions mentioned herein. Your offer must reach us on or before 29.09.2009 (15:00 hrs. – IST).

Thanking you.

Yours faithfully,  
OIL INDIA LIMITED

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

Encl. : a/a

## SECTION – I

### INSTRUCTIONS TO BIDDERS

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bids. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.0 TENDER DOCUMENT / BIDDING DOCUMENT :
- The services required, bidding procedures and contract terms are prescribed in the Tender Document. This document includes the following:
- (a) Covering Letter
  - (b) Instructions to Bidders (Section - I)
  - (c) Scope of work / Terms of Reference (Section - II)
  - (d) Bid form & Schedule of Rates (Section - III)
  - (e) General Conditions of Contract (Section - IV)
  - (f) The Bid Security Form (Section - V)
  - (g) The Performance Security Form (Section - VI)
  - (h) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC)-(Section - VII)
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of their bid.
- 3.0 AMENDMENT OF BIDDING DOCUMENTS:
- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through an Addendum.
- 3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier /Post to all prospective Bidders to whom Company had issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.
- 4.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:
- Bidders must satisfy the Bid Evaluation Criteria/Bid Rejection Criteria adopted vide Section – VII herein to qualify against the tender for award of contract.**
- 5.0 **Period of Bid Validity** : Bids shall be kept valid for a minimum period of 60 days from the date of tender opening. Bids with insufficient validity will merit for rejection.

- 6.0 **Submission of Bids** : The tender is floated under single stage composite bid system. Hence, the bidders are requested to prepare techno-commercial bids (Price schedule strictly as per enclosed Format in SECTION - II) in triplicate and submit the same on or before the scheduled bid closing date and time to **CHIEF MANAGER (M & C), OIL INDIA LIMITED, RAJASTHAN PROJECT, 12-OLD RESIDENCY ROAD, JODHPUR-342 011**. Bid Security as called for vide para 2.0 below must be submitted alongwith the Bid, failing which the bid will be treated as incomplete and will merit for outright rejection.
- 7.0 The original and each copy of bid shall be typed or written in indelible ink and shall be signed on each page by the person(s) duly authorized to bind the bidder to the agreement. Bids shall contain no interlineations, erasures and use of white fluid or overwriting.
- 8.0 The original and each copy of the bid should be sealed in an envelope and the following must be clearly marked on the envelope containing bid.
- (i) OIL's Tender No. : **JCO 4968 L10**
  - (ii) Bid Closing date & Time : 29.09.2009 (15:00 hrs.-IST)
  - (iii) Bidder's Name and Address :
- 9.0 If the envelope is not sealed and/or not marked as explained above, the Company will not assume any responsibility for misplacement or premature opening of bids submitted. Any bid consequently opened prematurely will be rejected.
- 10.0 Timely delivery of bids is the responsibility of the Bidders. Offers should be sent as far as possible by registered post. Company will however not be responsible for any postal delay.
- 11.0 Telex, fax or e-mail offers will not be accepted. Also, unsolicited offers if any will not be considered for evaluation. Any bid received by Company after the scheduled bid closing date and time will be rejected straightway.

## **12.0 BID SECURITY**

- 12.1 Bidder shall furnish as part of its bid, a Bid Security amounting to Rs. 65,000.00 as under.
- 12.2 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 12.7 below.
- 12.3 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-
- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided herein vide SECTION -V, which should be valid upto 60 days beyond the validity of the Bid. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
  - b) A Cashier's Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).
- 12.4 Any Bid not secured in accordance with above-mentioned subparagraphs 12.1 to 12.3 will be rejected by Company as non-responsive, except those are exempted.

- 12.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 12.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 12.7 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
  - (b) If a Successful Bidder fails:
    - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
    - ii) To furnish Performance Security.

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

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

**(END OF SECTION – I)**

## SECTION – II

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

#### **1.0 INTRODUCTION :**

This section establishes the scope and schedule for the work to be performed by Contractor and describes references, specifications, instructions, standards and other documents, the specifications for any materials, tools or equipment, which Contractor shall satisfy or adhere to in the performance of the work.

#### **2.0 PREAMBLE :**

2.1 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in the exploration and production of natural gas from its Jaisalmer Basin and heavy oil from Bikaner-Nagaur basins of Western Rajasthan, India. In connection with its exploration activities in Rajasthan, OIL has deployed one number on-shore Drilling Rig of 1000 HP (ZJ-40), purchased brand new in 1995 from M/s. China Petroleum Technology and Development Corporation, China and the Rig is in operation since then in the desert area of western Rajasthan.

2.2 Company now intends to carry out NDT inspections and health check up of its Mast & Substructure alongwith other critical items like Drill Pipes, Drill Collars, subs/Pup joints/Stabilizers, Kelly and Handling Tools etc. as detailed herein. Presently, the rig is in operation in Company's Bikaner-Nagaur Basis. Company has planned to take a drilling break after completion of current well (around second week of September, 2009) to accommodate the proposed NDT inspection. Therefore, the successful bidder against the tender will be required to mobilize all their resources including manpower to carry out the intended inspection at Rig site in a suitable location in western Rajasthan in the district of Jaisalmer (expected to be either at TVC or NELP-II, which are approx. 400 Km from Jaisalmer township in Rajasthan).

#### **3.0 TECHNICAL SPECIFICATIONS OF TUBULARS :**

The technical specifications of the Tubulars to be NDT inspected are as under;

##### **3.1 DRILL PIPES :**

(a) 127.0 mm x 73.5 kg/m (5" x 49.3 ppf) Heavy weight or thick wall Drill Pipes (Non-integral type, i.e., Tool joints & central upset attached by frictionless welding) made from AISI H high purity steel conforming to API-7 & API-7G standards with ID 3" and 18 degree tapered shoulder, 4.1/2" API IF Pin/Box connection (NC-50).

And

4" OD x 30 ppf HWDP with 2.9/16" ID, 5.1/4" Tool joint OD and 18 degree tapered shoulder, 4" API FH Pin/Box connection.

- (b) 114.3 mm OD x 24.7 kg/m (4.1/2" x 16.6 ppf) Grade "G" Internal External upset, seamless Drill pipes with 101.60 mm (4") API IF RH pin x box connection having 158.75 mm (6.1/4") OD x 76.20 mm (3") ID, 18 degree tapered shoulder flash weld/friction weld tool joints. Tool joints with hard facing & copper plated threads. Internal coating all along with pipe length. Length of each joint of drill pipe shall be generally in the range of 9.14 m to 9.44 m (30-31 ft).

### 3.2 DRILL COLLARS :

- (a) 165.1 mm OD x 137.825 kg/m (6.1/2" OD x 92.5 ppf) having 71.4375 mm (2.13/16") ID with 101.6 mm (4") API IF Box up x Pin down connection. Length of each joint of drill Collar shall be generally in the range of 9.14 m to 9.44 m (30-31 ft).
- (b) 203.2 mm OD x 209.643 kg/m (8" OD x 140.7 ppf) having 71.4375 mm (2.13/16") ID with 168.275 mm (6.5/8") API Reg Box up x Pin down connection. Length of each joint of Drill Collar shall be generally in the range of 9.14 m to 9.44 m (30-31 ft).
- (c) 241.30 mm (9.1/2") OD, 76.20 mm (3") ID with 7.5/8" Reg (RH) box up x pin down connection and 9.45 m (31 ft) long Drill Collars.
- (d) 254.00 mm (10") OD, 76.20 mm (3") ID with 7.5/8" Reg (RH) box up x pin down connection and 14 ft long.

### 4.0 SCOPE OF WORK :

Non-destructive Tests will be carried out by the successful bidder at site in two parts viz; (i) NDT of the Mast & Substructure of Drilling Rig and (ii) NDT of Tubulars and other critical drilling items/equipment like Kelly & Handling Tools. The following Non-destructive tests to be carried out in accordance to API RP 7G & IADC standards as per oilfield industry practices on the cited drill pipes, drill collars & API RP 7L and 8B for handling tools to the satisfaction of OIL INDIA LIMITED. Only pipes falling under premium class should be segregated & marked with colour banding as per API colour code for further use after inspection.

#### 4.1 Drill Pipes

##### (A) External Conditions :

- (i) OD measurement of tool joints for full length and to segregate pipes which are within the limits of premium class.
- (ii) Visual check for corrosion, cuts & gauge (Longitudinal or Transverse) within permissible limits of premium class.
- (iii) Visual inspection of thread to detect handling damage, corrosion damage & galling.
- (iv) Inside and outside optical inspection.
- (v) Measurement of pipe wall thickness (Random) by ultrasonic instrument (accuracy within 2% of test by locks sized to appropriate pipe wall thickness) and check for OD wear, dents & mashes, crushing necking throughout the length including check for slip area mechanical, damages, cuts, gauges with permissible limits of premium class.

- (vi) Thread profile inspection by lead gauge for over torque, insufficient torque, lapped thread, galled threads & stretching.
- (vii) Magnetic particle inspection of both box and pin threaded area. Pin threads should be inspected for transverse cracks in thread roots, boxes should be inspected for longitudinal cracks especially on tool joint OD.
- (viii) Rough or crowned shoulder should be faced off with shoulder dressing tool. Refurbishing should be maximum upto 1/32" off the box shoulder & 1/32" off the pin shoulder (if required).
- (ix) Magnetic particle inspection of the pipe body to determine healthiness of pipes.
- (x) Straightening of drill pipes (if required provided it full fulfill the requirement of premium class) by either of the methods;
  - Gas press
  - Tensile pull
  - Rotary straightening
- (xi) Segregation of usable pipes requiring hard facing on box by Amco, 200 XT.
- (xii) Segregation of pipes requiring tool joints (Box/Pin) replacement in case pipe body is found within permissible limits of premium class. Proper marking should be done indicating pin or box or both replacement.

**(B) Interior Conditions :**

- (i) Check for corrosive pitting wall, erosion & wear of wall including smoothness and continuation of internal coating check by inside camera or similar tools. Repairable pipes (requiring internal coating only) should be segregated.
- (ii) Marking & installation of thread protectors on both ends after applying API specified thread compound (to be provided by OIL).

**NOTE : Drill Pipes and Drill Collars rejected after each and every step should be marked accordingly indicating the step number, where it has been rejected.**

4.2 For Heavy Weight Drill Pipes :

- (i) Vetcoflux or equivalent including MPI of thread, upset area and wear pads, ID and OD check, threads inspection, profile gauging.
- (ii) Shoulder re-facing (Optional)
- (iii) Straightening (Optional)
- (iv) Pad repair (Optional)

4.3 For Drill Collars :

- (i) Wet Fluorescent MPI : Vetcoflux or equivalent for Drill Collars full length MPI etc., ID & OD check, profile gauging, elevator and slip recess inspection, MPI of tool joint inspection (both ends).
- (ii) Shoulder re-facing (Optional)
- (iii) Straightening (Optional)

4.4 For Subs/Pup Joints/Stabilizers :

- (i) Wet Fluorescent MPI, MPI of Tool joint inspection : Vetcoflux or its equivalent
- (ii) Shoulder re-facing (Optional)

4.5 For Kelly :

- (i) MPI Threads, profile gauging tool joint inspection and drive face inspection of body.
- (ii) Shoulder re-facing (Optional)
- (iii) Straightening

4.6 For Handling Tools :

(Elevators, slips, Spiders for Tubing and Casing pipes, Rig tongs, traveling Block, Choke Manifolds, links, Crown Block, Swivel etc.)

- (i) Visual inspection of the entire equipment for mechanical, handling damages.
- (ii) Magnetic Particle Inspection on the area to be inspected (Lifting and critical areas).

4.7 NDT of Mast & Substructure of Drilling Rig :

The Scope of Work for Non-destructive Testing of Drilling Rig consists of carrying out NDT for Tank, Pressure Vessel, Mast and Substructure. Following jobs are required to be carried out in accordance to API 4E and 4F and IADC standard as per directives of OIL's Representative at site.

(A) Ultrasonic Thickness Measurement :

Ultrasonic Thickness Measurement Test is to be carried out for all the beams and columns of the structure, surface preparation for the purpose of taking thickness measurement shall be done. Thickness measurement shall be carried out at two points for each one meter length of a member (preferably at the thinnest portion). At the thickness measurement points, permanent marking should be made for future reference. Contractor shall make available different sizes of calibration pieces for checking calibration and in between the thickness measurement.

(B) Ultrasonic Flaw Detection / Magnetic Particle Inspection :

The weld Joints are to be tested either by Magnetic Particle Inspection (Wet method) or Ultrasonic Flaw Detection. Care should be taken to cover the entire critical weld joints as directed by OIL's Representative. Surface preparation for testing the weld joints shall be done accordingly.

(C) Dye Penetration Examination :

Dye penetration test is to be carried out for identifying surface cracks, if any.

**5.0 OTHER TECHNICAL REQUIREMENTS :**

- 5.1 Drill Pipes (mixed up of different sizes) will be given in lots for inspection. The Drill Pipes will be made available in raised racks. All handling viz; laying in racks, shifting to nearby racks after the inspection so as to bring up the bottom layer for inspection etc. will be arranged by OIL. Crane with operator will be provided by OIL full time during the inspection.

- 5.2 OIL will provide around 2500 m of drill pipes in one lot for inspection.
- 5.3 Water, Electricity and Thread lubricating compound will be provided by OIL. However, cleaning fluid/materials for cleaning the threads and paints required for marking shall be arranged by the Contractor.
- 5.4 Surface preparation like removal of paints/rust, dirt, oil, grease etc. from the surface to be inspected will be done by the Contractor. Repainting the surface, as required, will also be done by the Contractor, but the paints for the purpose will be provided by OIL.
- 5.5 Making sketch/drawings, compilation of inspection data in a standard format, detailed analysis, interpretation of inspection data and recommendation for corrective actions on day to day basis will be done by the Contractor. The details of defective welded joints/area and recommendation for correction/remedy to be intimated in writing to Company representative on daily basis.
- 5.6 The unusable/rejected pipes after inspection should be kept separately grade wise with due marking thereon as per API RP 7G colour code.
- 5.7 Necessary equipment, gadgets and manpower for inspection should be provided by the contractor. The same should be perfectly in working condition and should be calibrated at least once prior to start of the works every day. No standby charge will become payable, if the inspection is not carried out due to shutdown/malfunctioning of Contractor's equipment/tools/gadgets or non-availability of competent personnel. Therefore, Contractor to carry adequate spares and consumables required for their equipment for the inspection.
- 5.8 Contractor should have equipment to test/inspect and classify pipes as per following;
- (i) API RP 7G for NDT of Drill Pipes and Drill Collars
  - (ii) API RP 7L and API RP 8B for NDT of Handling Tools.

## **6.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR :**

- 6.1 Contractor shall have to deploy minimum of two personnel for execution of NDT, out of which at least one person must possess valid ASNT Level-II (RT, UT, MPT & LPT) certificates and the other person must possess valid ASNT Level-I (RT, UT, MPT & LPT) certificates. The ASNT Level-I certificate holder should carry out the job. Photocopy of the relevant documents must be submitted alongwith the bid for verification of OIL.
- 6.2 The Contractor shall furnish complete Bio-data including qualification, experience etc. alongwith passport size photograph and proficiency certificate of the persons to be engaged for the aforesaid work. The persons so deputed shall have minimum qualification of Diploma in Engineering/Science graduate or PU/HSSLC in Science and experience of at least three years in the same field work.
- 6.3 Besides above, in case any additional (Unskilled/skilled) personnel are to be deployed for carrying out the testing, the same should be clearly highlighted in the bid.
- 6.4 The Proforma for undertaking from all the Contractor's personnel (as per Annexure-I) should be forwarded with their signature duly witnessed, prior to mobilization.

## **7.0 RESPONSIBILITIES OF CONTRACTOR :**

- 7.1 Contractor shall arrange all tools, instrument and consumables including chemicals as required for carrying out the NDT inspection and thickness measurements as per the Scope of Work mentioned herein.
- 7.2 All preparatory work like surface preparation etc. shall be done by the Contractor at site.
- 7.3 At site, Company will provide level space for Contractor to set up their camp/tent. The infrastructure required to set up site camp will be arranged by the Contractor at their cost. Boarding and lodging of Contractor's personnel at site during the NDT inspection at site will be entirely arranged by the Contractor. Company will however provide Water and Electricity for the purpose.
- 7.4 During the course of NDT (testing), Company representative will also be associated with Contractor's personnel. Contractor's inspector must certify the jobs carried out on daily basis and the same should also be approved by the Company representative at the end of the day.
- 7.5 After completion of the NDT (testing), the data/results of each item are to be submitted by the Contractor to Company within 15 days. The report should be compiled in a consolidated manner and to be submitted in triplicate. The report should contain recommendation/specific remarks, if any, for all the tests and duly signed by the Contractor's authorized representative on each page.
- 7.6 While carrying out the NDT, proper supervision must be done by Level-II ASNT certificate holder.

## **8.0 RESPONSIBILITY OF COMPANY :**

Company shall provide the following facilities at site to Contractor for the proposed NDT.

- (i) Crane with Operator for handling heavy items including the tubulars.
- (ii) Pipe racks for placing the tubulars for inspection and for segregation of good and rejected materials after inspection.
- (iii) Electricity to run the Contractor's equipment for the purpose of NDT
- (iv) Water, HSD and Thread lubricating compound as required
- (v) Open space (leveled) for setting up camp and storage of Contractor's equipment.

## **9.0 GENERAL REQUIREMENTS :**

- 9.1 The Contractor will be responsible for the safe custody and handling of their equipment and instruments.
- 9.2 The Contractor's personnel shall observe all applicable safety and security rules including mines safety rules and shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion etc. safety appliances like helmet, safety shoes, hand gloves etc. must be used while carrying out operations at site.
- 9.3 Contractor shall have to maintain first-aid facilities for their personnel at site.

- 9.4 Contractor must comply to all applicable laws including the labour laws and shall be responsible for consequences of their violations and keep Company indemnified against all such actions.
- 9.5 Contractor must ensure adequate insurance coverage for their equipment, tools and manpower at all time. Company will not be responsible for any loss, damage or injury thereto.
- 9.6 Bidders must provide details of all machineries and equipment (like make, model, vintage etc.) to be deployed for execution of the jobs at site, alongwith their bids.

**(END OF SECTION – II)**

**SECTION – III**

**BID FORM AND PRICE SCHEDULE**

**(A) BID FORM**

Date :  
Tender No. : JCO 4968 L10

OIL INDIA LIMITED  
12, OLD RESIDENCY ROAD  
JODHPUR, RAJASTHAN

Gentlemen,

Having examined the General and Special Conditions of the tender and the Scope of work/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 **30 days** calculated from the date of receipt of Letter of Intent from the Company.

If our bid is accepted, we will obtain the guarantee of a Bank for a sum not exceeding 10% of the total evaluated contract value for the due performance of the Contract.

We agree to abide by the bid validity for a period of **90 days** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry 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 lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009

(SIGNATURE)

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

Bidder's Name : \_\_\_\_\_  
Bidder's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B) SCHEDULE OF RATES FOR NDT**

Bidders must quote their rates strictly as per Price Schedule Format outlined hereunder;

<b>Srl. No.</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>A. DRILL PIPES, Size 4.1/2” OD :</b>					
1.	OD Measurement as per Scope of Work in para 4.1 (A) (i).	Joint	250		
2.	Visual check for corrosion, cuts etc. as per Scope of Work vide para 4.1 (A) (ii).	Joint	250		
3.	Visual inspection of Threads as per Scope of Work vide para 4.1 (A) (iii).	Joint	250		
4.	Inside/Outside Optical Inspection as per Scope of Work vide para 4.1 (A) (iv).	Joint	250		
5.	Measurement of D/P wall thickness as per Scope of Work vide para 4.1 (A) (v).	Joint	250		
6.	Thread Profile Inspection as per Scope of Work vide para 4.1 (A) (vi).	Joint	250		
7.	MPI of both box & pin as per Scope of Work vide para 4.1 (A) (vii).	Joint	250		
8.	Shoulder Dressing of Box & Pin as per Scope of Work vide para 4.1 (A) (viii).	Joint	250		
9.	MPI of Pipe Body as per Scope of work vide para 4.1 (A) (ix).	Joint	250		
10.	Straightening of Drill pipe as per scope of Work vide para 4.1 (A) (x).	Joint	250		
11.	Segregation of Pipes as per Scope of work vide para 4.1 (A) (xi & xii).	Joint	250		
12.	Check for corrosion pitting as per Scope of Work vide para 4.1 (B) (i & ii).	Joint	250		
<b>SUM TOTAL OF ALL ABOVE (A) :</b>					

Srl. No.	Description of Work	Unit	Quantity	Unit Rate (Rs.)	Amount (Rs.)
<b>B. HEAVY WEIGHT DRILL PIPES, Size 4" / 5" OD :</b>					
1.	Vetcoflux or equivalent including MPI of threads as per Scope of Work vide para 4.2 (i).	Joint	20		
2.	Shoulder Re-facing (Optional) as per Scope of Work vide para 4.2 (ii).	Joint	20		
3.	Straightening (Optional) as per Scope of Work vide para 4.2 (iii).	Joint	20		
4.	Pad repair (Optional) as per scope of Work vide para 4.2 (iv).	Joint	20		
<b>SUM TOTAL OF ALL ABOVE (B) :</b>					
<b>C. DRILL COLLARS OF ASSORTED SIZES :</b>					
1.	Wet Fluorescent MPI as per Scope of Work vide para 4.3 (i).				
	(i) Drill Collar of 6.1/2" OD	Joint	10		
	(ii) Drill Collar of 8" OD	Joint	07		
	(iii) Drill Collar of 9.1/2" OD	Joint	04		
	(iv) Drill Collar of 10" OD	Joint	01		
2.	Shoulder Re-facing (Optional) as per Scope of Work vide para 4.3 (ii).				
	(i) Drill Collar of 6.1/2" OD	Joint	10		
	(ii) Drill Collar of 8" OD	Joint	07		
	(iii) Drill Collar of 9.1/2" OD	Joint	04		
	(iv) Drill Collar of 10" OD	Joint	01		
3.	Straightening (Optional) as per Scope of Work vide para 4.3 (iii).				
	(i) Drill Collar of 6.1/2" OD	Joint	10		
	(ii) Drill Collar of 8" OD	Joint	07		
	(iii) Drill Collar of 9.1/2" OD	Joint	04		
	(iv) Drill Collar of 10" OD	Joint	01		
<b>SUM TOTAL OF ALL ABOVE (C) :</b>					

Srl. No.	Description of Work	Unit	Quantity	Unit Rate (Rs.)	Amount (Rs.)
<b>D. SUBS/PUP JOINTS/STABILIZERS :</b>					
1.	Wet Fluorescent MPI of tool joints (both ends) as per Scope of Work vide para 4.4 (i).	Joint	50		
2.	Shoulder Re-facing as per Scope of Work vide para 4.4 (ii).	Joint	50		
<b>SUM TOTAL OF ALL ABOVE (D) :</b>					
<b>E. KELLY :</b>					
1.	MPI treads, profile gauging etc. as per Scope of Work vide para 4.5 (i).	Joint	01		
2.	Shoulder Re-facing (Optional) as per Scope of Work vide para 4.5 (ii).	Joint	01		
3.	Straightening as per Scope of Work vide para 4.5 (iii).	Joint	01		
<b>SUM TOTAL OF ALL ABOVE (E) :</b>					
<b>F. HANDLING TOOLS :</b>					
1.	Visual inspection of handling tools as per Scope of Work vide para 4.6 (i).	Per item	50		
2.	MPI of handling Tools as per Scope of Work vide para 4.6 (ii).	Per item	50		
<b>SUM TOTAL OF ALL ABOVE (F) :</b>					

Srl. No.	Description of Work	Unit	Quantity	Unit Rate (Rs.)	Amount (Rs.)
<b>G. MAST &amp; SUBSTRUCTURE OF DRILLING RIG :</b>					
1.	Ultra Sonic flow detection as per Scope of Work vide para No. 4.7 (A).  (i) Mast Substructure (ii) HP Equipments (iii) Air Receiver Tanks/Pressure Vessels	RMT RMT RMT	500 20 20		
2.	Magnetic Particle Inspection (wet method) as per Scope of Work vide para No. 4.7 (B).  (i) Mast Substructure (ii) HP Equipments (iii) Air Receiver Tanks/Pressure Vessels	RMT RMT RMT	1200 45 45		
3.	Dye penetration Testing of welding Joints as per Scope of Work vide para No. 4.7 (C).  (iv) Mast Substructure (v) HP Equipments (vi) Air Receiver Tanks/Pressure Vessels	RMT RMT RMT	130 15 05		
4.	Ultrasonic Thickness gauging/ measurement per point (Spot) (UT)	Point	500		
<b>SUM TOTAL OF ALL ABOVE (G) :</b>					
<b>H.</b>	Lump-sum Mobilisation Charges	Lump-sum	01		
<b>I.</b>	Lump-sum demobilization Charges	Lump-sum	01		
<b>TOTAL MOB. &amp; DEMOB. CHARGES :</b>					

**GRAND TOTAL VALUE OF CONTRACT : Rs.....**

(Sum Total of all above amounts A + B + C + D + E + F + G + H +I)

**NOTE :**

1. Scope of Work and Para No. as mentioned against each above items are to be read in conjunction with the details provided in SECTION-II herein.

2. Rates are to be quoted inclusive of all applicable taxes and duties. Service Tax, if applicable any must be highlighted separately in percentage and also to be categorically confirmed that the same is included in all above quoted rates or against any specific item (s).
3. Quantities indicated against above items are exclusively for Bid Evaluation Purpose. However, during job execution, the quantity of each item may vary. Payment to the Contractor will be paid on the basis of actual quantity of each item, which are successfully inspected and certified by the Contractor in presence of Company Representative.
4. Mobilisation and Demobilisation Charges are to be quoted separately as provisioned above (Srl. No. H & I respectively) towards the expenditure to be incurred by the Contractor in mobilizing and demobilizing their materials, equipment and Crew etc. up to the site for the NDT and back to their respective base (s).
5. Company will make payment strictly on the basis of rates as quoted by the successful bidder as per above format. No other payment/reimbursement will be made by Company to contractor over and above the aforesaid rates. Therefore, bidders are requested to quote their rates all inclusive of any other such expenditure/charges, which they may be required to incur for successful execution of the subject contract.
6. Contractor will establish site camp for carrying out NDT at their cost and materials and also will be responsible for boarding, lodging and other requirements of their personnel throughout.

**(END OF SECTION – III)**

## SECTION – IV

### GENERAL TERMS AND CONDITIONS

#### 1.0 DEFINITIONS:

1.1 The following terms and expression shall have the meanings as hereby assigned to them unless the context otherwise requires:

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

#### 2.0 MOBILISATION AND DURATION OF CONTRACT:

2.1 The contract shall become effective as of the date Company notifies Contractor/Service Provider in writing (through Letter of Intent) that it has been awarded the contract. The date and time of commencement of the contract will be reckoned from the date and time when the materials and services to be provided by the Contractor including manpower reach at the first designated location/well site and are ready to start operation as certified by Company. This date will be treated as the date of initial mobilisation.

2.2 The Contract shall remain in force till completion of NDT inspection of all materials as offered by Company in consistence with provision of this contract.

**2.3 Mobilisation and demobilization of Tools, Equipment and Personnel :**

Contractor/Service Provider must take urgent action for mobilisation immediately upon receipt of notification of letter of award from Company and ensure that all their resources required for execution of the contract are mobilized at site within thirty (30) days of letter of award. Similarly, on completion of the site jobs (NDT inspection) in consistence with the requisition from Company, the Contractor will demobilize their resources from site to their base. All related costs towards the mobilisation and demobilization as above will be entirely to the Contractor's account.

2.4 In the event of Contractor's default to complete mobilisation, whatsoever may be the reasons (except for Force Majure), resulting delay in taking up the assigned jobs, Liquidated Damages will be levied as defined hereunder.

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

3.1 In case the Contractor/Service Provider fails to take up the notified job(s) of Company within the allowable mobilisation period of 30 days, Company may without prejudice to any other right or remedy available to it, recover damages as under;

(a) Recover from the Contractor/Service Provider as agreed and predetermined, the liquidated damages and not by way of penalty, a sum equivalent to 0.5% (half percent) of the total evaluated value of the contract per day of delay or part thereof, subject to maximum of 10% (ten percent) of the total value of contract.

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

**4.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

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

4.1 Perform the work in most economic and cost effective manner and as acceptable in oil industries.

4.2 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.

4.3 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

4.4 Contractor shall give or provide all necessary supervision during the performance of the services and submit proper and well-compiled reports in prescribed format to Company covering the entire inspection and results with recommendations thereof.

**5.0 GENERAL OBLIGATIONS OF THE COMPANY:**

Company shall, in accordance with and subject to the terms and conditions of the contract:

- 5.1 Pay Contractor in accordance with terms and conditions of the contract, subject to Contractor fulfilling their contractual obligations.
- 5.2 Allow Contractor and their personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 5.3 Perform all other obligations of the Company required by the terms of the contract.
- 6.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR :
- 6.1 Contractor warrants that it shall provide competent (certificate holders) and qualified personnel having at least three years relevant experience to perform the assigned work correctly and efficiently as per industry practice.
- 6.2 The Contractor should ensure that their personnel observe applicable safety requirements. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately, any personnel of the Contractor who is reasonably determined by the Company to be unsuitable/undesirable and shall promptly replace such personnel with personnel acceptable to the Company.
- 6.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from their operation base, en-route expenses etc. Company shall have no responsibility or liability in this regard.
- 6.4 Contractor's personnel shall be capable of communicating in English language (both writing and speaking).
- 7.0 TAXES AND DUTIES:
- 7.1 The rates/prices to be quoted by the bidders must be inclusive of Personal tax, Corporate tax, Service tax, Customs Duty, Entry tax, Sales tax & Excise duty etc. on local purchases made by the Contractor as per tariff / rates applicable on the date of submission of Contractor's bid. Maintenance of proper records, submission of returns and all other statutory obligations under all tax laws in India with respect to the subject contract will be entirely the responsibility of the Contractor.
- 7.2 Contractor shall be responsible for payment of their entire tax liabilities including those arise out of performance of this contract.
- 7.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority as per Indian Income Tax Laws.
- 8.0 INSURANCE :
- 8.1 The Contractor shall arrange adequate insurance coverage towards the risks in respect of personnel, tools, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.
- 8.2 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

9.0 FORCE MAJEURE :

9.1 In the event of either party being rendered unable by “Force Majeure” to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such “Force Majeure” will stand suspended as provided herein. The word “Force Majeure” as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

9.3 Should “force majeure” condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the contract if such “force majeure” condition continues beyond ten (10) consecutive days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment whatsoever would apply during the period of “force majeure”.

10.0 TERMINATION:

10.1 TERMINATION ON EXPIRY OF THE TERMS & DURATION

The contract shall be deemed to be automatically terminated on job completion or expiry of duration of the contract (or extension, if any, thereof).

10.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in para 9.0 above.

10.3 TERMINATION ON ACCOUNT OF INSOLVENCY :

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

10.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE :

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

#### 10.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT :

In case the Contractor's rights and / or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

#### 10.6 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 upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

10.7 If at any time during the term of the 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 the Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. The Company under the condition stated above shall serve no notice.

10.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

10.9 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 10.1 to 10.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services, personnel charges and other charges as per the Contract upto the date of termination.

10.10 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 demobilise their personnel & materials.

#### 11.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

#### 12.0 APPLICABLE LAWS :

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

#### 13.0 PAYMENT & INVOICING PROCEDURE:

Upon completion of the entire jobs against the contract, Contractor alongwith their final report will submit three sets of invoice/bills to Company for making payment directly. Payment will be released by Company through cheque within 30 days of receipt of undisputed invoice/bills for the actual quantity of materials inspected as per rates agreed in the contract.

14.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to the date of bid opening, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor/Company on account of the operations under the Contract, the Contractor/ Company shall pay/reimburse for such additional/reduced costs, as the case may be on submission of documentary evidence.

15.0 PERFORMANCE BANK GUARANTEE :

15.1 Within 30 days of the receipt of notification of award from the Company the successful Bidder shall furnish the performance security amounting to 10% (ten percent) of the total evaluated value of the contract as per the Performance Security Form provided in the Bidding Documents or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

15.2 The performance security specified above must be valid for three months beyond the date of expiry of the tenure of this contract to enable Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry.

15.3 Failure of the successful bidder to furnish Performance Security and/or to sign the formal agreement and/or to mobilise their resources on call shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

16.0 MISCELLANEOUS PROVISIONS:

16.1 (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.

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

**(END OF SECTION – IV)**

**SECTION – V**

**FORM OF BID SECURITY (BANK GUARANTEE)**

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

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of ( \_\_\_\_\_ ) \* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

THE CONDITIONS of this obligation are:

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

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed 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 (date of expiry of bank guarantee should be minimum 90 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

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

Date : \_\_\_\_\_ Signature of issuing authority of Bank with designation seal and seal of the bank.

**(END OF SECTION-V)**

**SECTION – VI**

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

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

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) \* \_\_\_\_\_ (in words) \_\_\_\_\_ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

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

**SIGNATURE & SEAL OF THE GUARANTOR**

Name of Bank

Address

Date

\_\_\_\_\_

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

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

**(END OF SECTION-VI)**

## SECTION - VII

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

#### **A. BID REJECTION CRITERIA (BRC):**

The bid shall conform generally to the Scope of Work and terms & conditions given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the Tender Document. 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 offers will be considered as non-responsive and rejected.

#### **1.0. TECHNICAL:**

- 1.1 The Bidder must have at least three years experience in carrying out NDT inspections of Mast and substructure, Tank, Tubulars, Pressure vessels and equipment and substitutes etc. Used in Drilling/Work-over wells and must have successfully executed at least one NDT inspection of equivalent magnitude during last three years, ending 31.03.2009.
- 1.2 The average Annual turnover of the bidder during last three concluded financial years should not be less than Rs. 35.00 lakhs.
- 1.3 Bid must be supported with documentary evidences with respect to para 1.1 & 1.2 above, failing which the offer will be treated as incomplete and rejected.
- 1.4 The Bidder must possess all necessary tools, equipment, instruments and gadgets required for NDT inspection as per scope of work detailed herein. A list of the all such instruments/tools etc. with brief specifications and indicating the type of test/inspection for which it is required must be submitted alongwith the bid.
- 1.5 Bidder must confirm that they will provide valid calibration certificate of each tool prior to commencement of jobs.
- 1.6 Bidder to confirm if any radio active material source will be used during the notified NDT inspection. A valid copy of license from BARC/Appropriate Authorities, if applicable, must be submitted towards the same alongwith the bid.
- 1.7 The bidders must be in a position to mobilize their requisite resources at Company's notified site within maximum of thirty (30) days from the date of notification of award. Bidders must categorically confirm the same in their bids. Bids offering higher mobilization time against a call shall be rejected.
- 1.8 Bids which do not include all the jobs (tests/inspections) mentioned in the tender document will be considered as incomplete and rejected. Therefore, bidders must quote for all type of tests/inspection as provisioned herein. Offers for NDT inspection of few selected items as per choice of bidder will be rejected.

## **2.0 COMMERCIAL :**

- 2.1 The bids are to be submitted in a single stage composite bid system i.e., Techno-commercial bid including technical and commercial details in sealed envelopes.
- 2.2 Bidders must quote clearly and strictly in accordance with the price schedule outlined in SECTION - III of tender document, otherwise the bid will be summarily rejected.
- 2.3 Rates quoted must be net of all discounts.
- 2.4 Prices quoted by the successful bidder must remain firm throughout the execution period of the Contract.
- 2.5 The Bid documents are not transferable. Bids made by parties who have not been issued the tender document from Company will be rejected.
- 2.6 Bids received after the scheduled bid closing date and time will be rejected outright.
- 2.7 Any bid received in the form of Telex/Cable/Fax/E. Mail will not be accepted.
- 2.8 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder's authorised representative on all pages, failing which the bid may be rejected.
- 2.9 Any bid containing false statement will be rejected.
- 2.10 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 2.11 Bid Security as called for in the tender must be submitted as part of the offer. Any bid not accompanied by a proper Bid security will be rejected.
- 2.12 Bids shall remain valid for 60 days after the date of bid opening prescribed by the Company. Bids with inadequate validity shall be rejected as non-responsive.
- 2.13 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-
  - (a) Force Majeure clause.
  - (b) Tax liabilities clause.
  - (c) Arbitration clause.
  - (d) Acceptance of Jurisdiction and Applicable Law.
  - (e) Liquidated damages clause.
  - (f) Mobilisation time
  - (g) Bid validity

## **3.0 GENERAL :**

- 3.1 **The Compliance Statement (PROFORMA – I) should be filled up by the bidders and to be submitted alongwith their bids.** In case bidder takes exception to any clause of the bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders. No deviation will, however, be accepted in the clauses covered under BRC.

- 3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

**B. BID EVALUATION CRITERIA (BEC)**

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 1.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made, subject to corrections/adjustments, based on the financial evaluation of the bids for the intended jobs as per various rates quoted by the bidders in Price Schedule Format (SECTION – III). Bidder who is determined to be technically acceptable and evaluated to be lowest on overall contract cost basis for all items will be awarded with the contract.

**STATEMENT OF COMPLIANCE**  
**(Only exceptions/deviations to be rendered)**

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

**(Authorised Signatory)**  
**Name of the bidder\_\_\_\_\_**

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated here and put in their bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**FORMAT FOR UNDERTAKING BY CONTRACTOR'S PERSONNEL**

I ..... S/O .....  
R/O..... am working with M/s. .... as their  
employee and now I have been deployed by my Employer for carrying out NDT Inspection in  
OIL with effect from ..... as per terms of contractual agreement between my  
Employer and OIL.

I hereby voluntarily undertake that I will not claim employment or any service benefit available  
to employees of OIL by virtue of such deployment.

I am employee of M/s. .... for all practical purposes and there  
in privity of Contract between me and OIL.

-----  
Signature with date

Place : JODHPUR

WITNESS :

1. Name :  
Designation :  
Date :
  
2. Name :  
Designation :  
Date :

Tender No. : JCO 4968 L10  
Tender Date : 03.09.2009  
Bid Closing Date : 29.09.2009 (15:00 hrs. IST)  
Bid Opening Date : 29.09.2009 (15:15 hrs. IST)

The Tender is issued to the following parties only :

Srl. No.	V_Code	Vendor Name	City/Country
1.		Tubestar Oil & Gas Services Pvt. Ltd.	Navi Mumbai
2.		NDT Laboratories Pvt. Ltd.	Kolkata
3.		Kalva Engineers Pvt. Ltd.	Hyderabad
4.		Quality Control & Research Laboratory	Kolkata

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