



**Oil India Limited**  
(A Govt. of India Enterprise)

P.O. DULIAJAN, DIST. DIBRUGARH,  
ASSAM, INDIA, PIN-786 602

**CONTRACTS DEPARTMENT**

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Email: [contracts@oilindia.in](mailto:contracts@oilindia.in)

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M/s. ....

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**Srl No.**

**Tender Fee:** Rs. 5,000.00

**TENDER No. OIL/CCO/GEOL/149/2006  
FOR HIRING OF OPERATION AND MAINTANACE SERVICES FOR OIL'S  
OWN MUD LOGGING UNIT**

1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise, is a premier oil company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 50 km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced (international) contractors for **HIRING OF OPERATION AND MAINTANACE SERVICES OF OIL'S OWN MUD LOGGING UNIT**. One complete set of bid document covering OIL's tender for hiring of above services is being forwarded herewith. Please submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

- (i) TENDER NO.: OIL/CCO/GEOL/149/2006
- (ii) TYPE OF BID: Single Stage-Two Bid
- (iii) BID CLOSING DATE & TIME: **14-Nov-2006** (12.45 hrs. IST)
- (iv) TECHNICAL BID OPENING DATE & TIME: **14-Nov-2006** (13.00 hrs. IST)
- (v) COMMERCIAL BID OPENING DATE: Will be intimated to the eligible bidders nearer the time.
- (vi) BID SUBMISSION PLACES: At the office of:  
**Head (Contracts),**  
Oil India Limited,  
Duliajan-786602,  
Assam (India)
- (vii) BID OPENING PLACE: At the office of  
**HEAD (Contracts)**  
Oil India Limited  
Duliajan - 786602,  
Assam, India

- (viii) BID SECURITY AMOUNT: **Rs. 75,000.00**
- (ix) AMOUNT OF PERFORMANCE: 10 % of the total contract value  
GUARANTEE
- (x) MOBILISATION TIME: Within **30 days** from the date of award  
of contract.
- (xi) Duration of the Contract: 2(two) Years with a provision for 1(one)  
year extension.
- (xii) QUANTUM OF LIQUIDATED: 1/2% of total contract value for delay per  
DAMAGE FOR DEFAULT IN week or part thereof subject to maximum  
TIMELY MOBILISATION. OF 7.1/2%
- (xiii) BIDS TO BE ADDRESSED TO: For submission of bids -  
**Head (Contracts),**  
Oil India Limited,  
Duliajan-786602,  
Assam (India)

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

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

**HEAD (CONTRACTS)**  
**For Group General Manager**

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## PART-1

### INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

##### **TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with clause 9.0.
- (iii) Bid Security furnished in accordance with clause 10.0.
- (iv) Statement of Non-compliance as per Proforma-D
- (v) Copy of commercial price bid **without indicating prices** (i.e. A copy of Proforma-A **blocking the rates& charges**)

##### **COMMERCIAL/PRICE BID**

- (i) Bid Form as per Proforma-C.
- (ii) Price-Bid Format as per Proforma-A.
- (iii) List of items to be imported showing CIF Value as per Proforma-B

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

7.0 **BID PRICE:**

- 7.1 Unit prices must be quoted by the bidders, both in words and in figures.
- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding service tax) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 **CURRENCIES OF BID AND PAYMENT:**

- 8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

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

These are listed in **Part-2**.

10.0 **BID SECURITY:**

- 10.1 Pursuant to clause 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-clause 10.7.
- 10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:
- (a) A bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or a foreign bank located in India in the form provided vide Proforma-G or another form acceptable to the Company and valid for 30 days beyond the validity of the bids.
  - (b) A cashier's cheque or demand draft drawn on 'Oil India Limited' and payable at **Duliajan, Assam**.
- 10.4 Any bid not secured in accordance with sub-clause 10.1 and / or 10.3 shall be rejected by the Company as non-responsive.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

- 10.7 The Bid Security may be forfeited:
- (a) If any Bidder withdraws 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 & within the period of bid validity, and/or
    - ii) To furnish Performance Security.

11.0 **PERIOD OF VALIDITY OF BIDS:**

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

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under para 10.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

12.0 **FORMAT AND SIGNING OF BID:**

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

12.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per Proforma-H) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

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

**C. SUBMISSION OF BIDS**

13.0 **SEALING AND MARKING OF BIDS:**

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

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

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

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

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

- (i) Envelope No.2 Commercial bid
- (ii) Tender No. \_\_\_\_\_.

- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

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

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

13.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. The Bid Security mentioned in clause 10.0 should be enclosed with the Technical Bid. **The price Schedule should not be put in the envelope containing the Technical Bid.**

Proforma-B without the CIF values should be enclosed with the Technical bid and the same with the CIF values should be put in the Commercial bid.

13.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per Proforma-D. 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 authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that an agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India.

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

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

17.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

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

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

- 17.3 No bid can be modified subsequent to the deadline for submission of bids.
- 17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**18.0 BID OPENING AND EVALUATION:**

- 18.1 Company will open the Bids, including submission made pursuant to clause 17.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-H) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 18.2 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 18.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 18.3.
- 18.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 18.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 18.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

19.0 **OPENING OF COMMERCIAL/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:** The Company will evaluate and compare the bids as per **Part-2** of the bidding documents.

22.0 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

22.1 **EXCHANGE RATE RISK:** Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, company will not be compensating for any exchange rate fluctuations in respect of the services.

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

23.0 **CONTACTING THE COMPANY:**

23.1 Except as otherwise provided in clause 18.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 18.5.

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

**D. AWARD OF CONTRACT**

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

25.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any

liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**26.0 NOTIFICATION OF AWARD:**

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

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

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

**27.0 SIGNING OF CONTRACT:**

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

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

**28.0 PERFORMANCE SECURITY:**

28.1 Within 30 days of 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 (Proforma-E) or in any other form acceptable to the Company. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

28.2 The performance security specified above must be valid for 12 months (plus 3 months to lodge claim, if any) after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause 6.0 of Section-I hereof. The same will be discharged by company not later than 30 days following its expiry.

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

29.0 **CREDIT FACILITY:** Bidders should indicate clearly in the bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

**30.0 MOBILISATION ADVANCE PAYMENT:**

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

- 30.2 Advance payment agreed to by the company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

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**PART-2**  
**BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)**

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

**1.0 TECHNICAL**

1.1 Bidders must meet the following criteria :

**(A) Experience:**

- (i) The bidder must have 5 (five) years experience of providing mud logging services during last 5 years as on **Bid Closing date**.
- (ii) The bidder must confirm to provide the required number of qualified, experienced and competent manpower for carrying out the mud logging services under the contract. Mud Loggers must have minimum experience of 3 years of carrying out mud logging services while the TDC engineer(s) must have minimum experience of 5 years of carrying out mud logging services.

**(B) Other requirements:**

- i) Bids must meet the technical requirements as mentioned in the Terms of Reference/Scope of Work (Section-II) of the bidding document.
- ii) All the documents, certificates, information (bio-data of personnel, vintage and safety certificates of spares/equipment etc.) in support of meeting above criteria must be submitted along with the bid.
- iii) Bidders must provide the information regarding oil fields /areas in which they worked during last 5 years.
- iii) Bidders must confirm to complete mobilisation within 30 days from the date of issuance of LOA.

**2.0 COMMERCIAL**

2.1 The bids are to be submitted in a single stage two bid system i.e. technical bid (unpriced bid) and commercial bid (priced bid) submitted together in separate envelopes. Both the bids should be identical except that only the commercial bid should contain prices. Complete bid will be rejected if technical bid contains prices.

2.2 Prices quoted by the successful bidder must remain firm during the execution of the Contract.

2.3 Bid security shall be furnished as a part of bid. The amount of bid security should be as specified in the "Forwarding Letter". Any bid not accompanied by a proper bid security will be rejected.

2.4 Bids received after bid closing date and time will be rejected outright.

2.5 The Bid documents are not transferable. Bids made by parties who have not purchased the bidding documents from Company will be rejected.

- 2.6 Any bid received in the form of Telex/Cable/Fax/E-Mail will not be accepted.
- 2.7 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid may be rejected.
- 2.8 Bids shall contain no interlineation, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialled 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.
- 2.9 Any bid containing false/incorrect statement will be rejected.
- 2.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Schedule of Rates" of bidding documents, otherwise the bid will be summarily rejected.
- 2.11 All rates including equipment rental and personnel charges must be net of all discounts.
- 2.12 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-
- a) Performance Guarantee Bond clause.
  - b) Force Majeure clause
  - c) Tax liabilities clause
  - d) Arbitration clause
  - e) Acceptance of Jurisdiction and Applicable Law
  - f) Liquidated damage cum penalty clause
  - g) Mobilisation time
  - h) Bid validity

### **3.0 GENERAL**

3.1 **Proforma-D**, the Compliance statement must be filled up by bidders and submitted along with their technical bid. 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 clarification fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

## **II BID EVALUATION CRITERIA:**

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 rates and charges quoted in the Commercial Bid as per **Proforma-A** for a period of 2 (two) years by taking into account the summation of the following:

**TOTAL ESTIMATEDVALUE FOR ONE MLU: T = A + B + C + D + E**

Where

- A: Total Mobilisation Charge, Lumpsum
- B: Total Estimated Operating charge
- C: Total Estimated Standby Charge
- D: Total De -mobilisation Charge, Lumpsum
- E: Total Estimated Cost of Consumables

A, B, C, D & E have been defined in detailed in **Section-IV**: Schedule of Rates.

**Notes:**

- i) The quantum of consumables and other items given are for the purpose of commercial evaluation only and which are purely tentative and may fluctuate. Payment to the Contractor shall be made on the basis of actual quantities.
- ii) Any exceptions/deviations to tender must be spelt out by bidders in their technical bid only. Any additional information/terms/conditions furnished in commercial bid will not be considered by OIL for evaluation/award of contract.
- iii) **Bidder is to declare the information as requested vide Performa-B against each of the items to be imported.**

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### **PART-3**

Contains following Sections to be incorporated in the Contract when awarded

SECTION-I	General Terms & Conditions of Contract
SECTION-II	Terms of Reference
SECTION-III	Special terms and Conditions of Contract
SECTION-IV	Schedule of Rates/Payment

**SECTION I**  
**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS:**

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

- (a) "Contract" means agreement to be entered into between Company and Contractor, as recorded in the contract signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "Contract Price" means the price payable to Contractor under the contract for the full and proper performance of their contractual obligations.
- (c) "Work" means each and every activity required for the successful performance of the services described in Section IV, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited.
- (e) "Contractor" means the individual or firm or Body incorporated performing the Consultancy study under the Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by Contractor to provide services as per contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing the contract). The Company representatives of OIL are also included in the Company's personnel.

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

- 2.1 The contract shall become effective as of the date Company notifies Contractor 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 are ready at base camp (in Duliajan) and ready to start operation as certified by Company. This date will be treated as the date of mobilisation.
- 2.2 Contractor to commence mobilisation activities immediately upon receipt of notification of award of Contract and complete mobilisation within **30 days** from the Effective date.
- 2.3 The date on which the mobilisation is completed is treated as Commencement date.
- 2.4 The Contract shall remain in force for a period of 2(two) years from the date of commencement with an option to extend at the sole discretion of the Company for a further period of 1 (one) year at the same rates, terms and conditions.
- 2.5 Further extension of the contract, if any, will be on the rates, terms and conditions to be mutually agreed by the parties.

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

3.1 Perform the work described in the Terms of Reference (Section-II) in most economic and cost effective way.

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

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

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

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

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

4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in **Section IV**. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours then payments shall be made on pro-rata basis.

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

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

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

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

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel. Company shall have no responsibility or liability in this regard.

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

6.0 **WARRANTY AND REMEDY OF DEFECTS:**

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

6.2 Should Company discover at any time during the execution of the Contract or within 365 days after completion of the operations that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor, which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

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

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

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

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

8.0 **TAXES:**

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

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

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

8.4 Prior to start of operations under the contract, the contractor shall furnish the company with the necessary documents, as asked for by the company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the contractor.

8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within

6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.

8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

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

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

**8.9 Service Tax:** 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, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.

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

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

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

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

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

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

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

#### **10.0 CHANGES:**

10.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

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

#### **11.0 FORCE MAJEURE:**

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

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

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

11.4 On incidence of a force majeure condition, the Contractor shall be paid by Company @50% of the **normal daily operating charges** for the initial period of 10 (ten) days at a stretch of Force majeure.

**12.0 TERMINATION:**

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

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

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

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

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

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

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period 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.

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

12.10 In the event of termination of contract, Company will issue Notice of termination of

the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilise their personnel & materials.

12.11 **COMPANY'S RIGHT TO TAKEOVER:** In the event, Company is justifiably dissatisfied with Contractor's performance during the operation of Wire Line Logging Survey hereunder on account of unreasonably slow progress or incompetence as a result of cause reasonably within the control of the Contractor, the Company shall give the Contractor written notice in which it shall specify in detail the cause of its dissatisfaction. Should the Contractor, without reasonable cause, fail or refuse to commence remedial action within 1 (one) day of receipt of the said written notice, the Company shall have the right to but not obligation to take over the specific operations, where the Contractor has failed to perform, till such time the Contractor commences remedial action. During the period of any such takeover, the entire cost of operation carried out by the Company will be deducted from the Contractor's payment, in addition to imposing penalty as applicable as per the Contract for the Contractor's failure.

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

14.0 **NOTICES:**

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

**Company**

a) For contractual matters  
Head (Contracts)  
OIL INDIA LIMITED  
DULIAJAN - 786602  
ASSAM, INDIA  
Fax No. 0091374-2803549

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

c) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No. :

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

15.0 **SUBCONTRACTING:** Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

16.0 **MISCELLANEOUS PROVISIONS:**

16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations

of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

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

16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company and conform to ISO 14001.

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

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

17.1 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-I.

17.2 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.

18.0 **PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee for **10%** of the estimated Contract Price, with validity atleast upto 3 months beyond one year warranty period, towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

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

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

21.0 **LIABILITY:**

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

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

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

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

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

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

21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors

when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

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

23.0 **INDEMNITY AGREEMENT:**

23.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

24.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

25.0 **PAYMENT & INVOICING PROCEDURE:**

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

25.2 All payments due by Company to Contractor shall be made at Contractor's designated bank within 30 days on receipt of Invoice by Company. All bank charges will be to Contractor's account.

25.3 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.

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

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

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

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

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

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

With-holding will also be effected on account of the following:-

- i) Order issued by a Court of Law in India.

- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

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

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

#### **27.0 APPLICABLE LAW:**

27.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/ Guwahati.

27.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1983.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act., 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The AGST Act.
- l) Service Tax Act.
- m) Customs & Excise Act & Rules
- n) Assam Entry Tax Act.

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

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

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

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

**&&&&&&**

**SECTION-II**  
**TERMS OF REFERENCE / SCOPE OF WORK**

**1.0 PREAMBLE:** Oil India Limited is planning to hire the services of a reputed domestic Company for deployment in drilling wells having minimum five (5) years experience and expertise in Mud Logging services, for a period of **two (2)** years with a provision to extend by **one (1)** more year.

**2.0 SERVICE REQUIRED:** The contractor is required to provide personnel, spares and consumables and other necessary items to operate and maintain the Unit.

**3.0 TECHNICAL SPECIFICATION OF OIL'S MUD LOGGING UNIT:** The existing mud Logging Unit of the Company was originally a product of M/s. Geoservices Eastern Inc., Singapore 2056. Later on, this Unit was repaired and made fully operational in the year 2000 by M/s. Oil Field Instrumentation (OFI) of Thane. Following the repair of the MLU, the operation and maintenance of the MLU has been under contract and presently it is in fully operative condition. A brief description of the Unit is given below.

**3.1 Mud Logging Unit:** The unit is a skid mounted, fully insulated, PC based online real time system, suitable for on-shore operation and transportable in oilfield truck.

3.1.1 The following are the description of the Unit.

- a) Unit name: Geo-5000 Advanced Logging System
- b) Name of original Supplier (Make): M/s Geoservices Eastern Inc. Singapore-2056
- c) Type: Skid mounted Lab Unit
- d) Size: 22 ft x 8.5 ft x 8.0 ft
- e) Weight : 7 Tonnes

3.1.2 The Unit is equipped with the following:

- a) Two air-conditioners (1.5 Tonne each)
- b) Microwave oven: 900 watts, Make Kenstar
- c) Intercoms: 1 master and 4 slaves
- d) Refrigerator: 65 litres
- e) Uninterrupted Power Supply unit (UPS): 2 Nos(Seimens 0.5KVA each).
- f) Wash basin with tap -one
- g) Drawing (tracing) table and racks
- h) Two hydrogen gas cylinders
- i) One stool and one chair and bench type (cushioned) sitting place

3.1.3 Basic Geological Equipment:

- a) Zoom Microscope
- b) Fluoroscope
- c) Shale density/Shale Factor kit
- d) Scientific Balance
- e) Sieves
- f) Porcelain and glassware for sample examination

**3.2 COMPUTER SYSTEM:**

<b>DESCRIPTION OF THE ITEM</b>	<b>Qty</b>
Pentium-II (MMX) based PC (used as RTS-PRN) with 32 MB RAM, 4.3 GB Hard Disk, one 3.1/2" FDD, one CD drive (52X), 15" color monitor and loaded with MS windows '98	One (1)
Intel Celeron 350 MHZ used as offline computer with 64 MB RAM,	One (1)

4.3 GB HD, 3.1/2 " FDD, 52x32x52 CD writer, 15" color monitor loaded with MS windows 98	
Pentium-II 350 MHZ PC used as RTS-2 with 16 MB RAM, 849 MB HD, one 3.1/2" FDD, 15" color monitor and loaded with DOS OS	One (1)
Epson Stylus 1520 color inkjet printer	Two (2)
Panasonic KX 2130 color dot matrix printer	Two (2)
Epson LQ 300 color dot matrix printer	One (1)

3.1.5 Name of the Software Installed :

- (i) OFI's RTS version 5.0 (Real time station)
- (ii) OFI's OLS (Off line station) with RTS software for preparing Master Log.
- (iii) OFI's RTS PRN for storing and printing digital values from RTS.

3.1.6 All the sensors are connected to the panels in the Unit through cables. The Mud Logging Unit has the following sensors:

- i) ROP sensor
- ii) RPM sensor
- iii) Pump sensor (SPM)
- iv) Draw works sensor
- v) Weight on Hook sensor
- vi) Torque sensor
- vii) Stand pipe pressure sensor
- viii) Mud Temp IN/OUT sensors
- ix) Mud weight In/OUT sensors
- x) Mud conductivity IN/OUT sensors
- xi) Pit level sensors
- xii) Trip tank sensor
- xiii) Mud flow sensor

3.1.7 **List of the instruments/panels replaced during repairing:**

The following panels were replaced during repairing of the Unit:

- (a) DAS (Data Acquisition System) : DAS process the sensor signals from the SCR panel. It stores the calibration data from the SCR panel. It stores the calibration data from OLS and calculates the signal mv to corresponding values and displays in RTS. It contains 13 electronic cards of inserting type. These are as follows:

- i) ASP-A (Analog Signal Processor-A) } Analog Cards 2 Nos.
- ii) ASP-B (Analog Signal Processor-B) }
- iii) DDA (Digital decoder-A) }
- iv) DDB (Digital decoder-B) } Counter Cards 3 Nos.
- v) DDC (Digital decoder-C) }
- vi) System Processor (SP) }
- vii) MBA (Memory Bank-A) } RTS Communication
- viii) MBB (Memory Bank-B) } Cards 5 Nos.
- ix) PM (Programmed Memory) }
- x) DLI-A (Data Logic Interface -A) }
- xi) DLI-B (Data Logic Interface -B) } OLS Communication Cards
- xii) HSP (High Speed Processor) } 3 Nos.
- xiii) ASPA (Analog Signal Processor -A) }

**Power Supply required for DAS : +5V, +15V, -15V, +18V, -18V, 24V.**

- (b) SCR (Signal Condition Rack): SCR panel receives signals from the sensors, conditions it and transfer it to DAS for further processing. SCR also provides rated power supply to all sensors. It contains 13 electronic cards of inserting type. These are as given below :

- i) SMA (SCR Module A)
- ii) SMB (SCR Module B)
- iii) SMC (SCR Module C)
- iv) SMD (SCR Module D)
- v) SME (SCR Module E)
- vi) SMF (SCR Module F)
- vii) SMG (SCR Module G)
- viii) SMH (SCR Module H)
- ix) SMI (SCR Module I)
- x) SMJ (SCR Module J)
- xi) SMK (SCR Module K)
- xii) SML (SCR Module L)
- xiii) SMO (SCR Module O)

**Power Supply required for SCR** : +5V, +15V, -15V, +18V, -18V.

- (c) GC (Gas Chromatograph Panel) : FID based Gas Chromatograph and Total Hydrocarbon Analyser (THA) with compressor and degasser motor (3 Phase).

**3.1.8 Power supply:** All the equipment are operating at 220 Volt 50 Hz. 3 Phase power supply. Company shall provide power to the Unit from Rig (BHEL-1400, 2000 and 3000 HP AC/SCR).

The Unit has got online UPS/Stabilizer system, 3-phase transformer (step down), isolation transformer etc., having modem filter circuits (linear power supply for all the sensitive equipment's connected with MLU) for stabilized power supply to handle the high voltage spikes and harmonics in the power supplied from the rig. Company will not be responsible for damage to any equipment/computer system of the MLU due to spikes and harmonics arising out of power supplied from rig.

**4.0 OPERATION:** The Company's MLU is equipped with all the sensors and requisite accessories and are capable of recording all the essential drilling and mud parameters during operation. The Mud Logging Unit will need to be operated round the clock at drilling site to record various drilling, lag time and mud parameters continuously.

**4.1 Parameter Recording:** The following important parameters are required to be monitored round the clock and recorded in Metric system continuously during operation.

- (a) Depth & Drilling rate (ROP) in metres per hour and /or time per metre
- (b) Pump Stroke Counter, SPM
- (c) Rotary speed, RPM
- (d) Stand Pipe Pressure, SPP
- (e) Weight on Bit and Weight on Hook, WOB/WOH
- (f) Pit Level/Volume: Individual & sum (up to 6 pits)
- (g) Mud Weight IN/OUT Volume
- (h) Mud Temperature IN/OUT
- (i) Mud Resistivity IN/OUT
- (j) Torque
- (k) Flow Rate IN/OUT
- (l) Continuous recording and analysis of gas
- (m) Dc-Exponent/Sigma log
- (n) Formation pressure and pressure gradient (psi/ft)
- (o) Casing pressure
- (p) Over Pull during Tripping
- (q) Trip Tank level/Volume
- (r) Lag Time Parameters

**4.2 GEOLOGICAL SURVEILLANCE WORK:** Geological surveillance work is required to be carried out round the clock at drilling site in Mud Logging Unit as detailed below:

**4.1 Examination/Analysis:**

- i) Drill cutting samples: To collect, prepare and examine for lithological, fluoroscopic studies at depth intervals specified by **OIL**.
- ii) Gas analysis: Detection of gas from C<sub>1</sub> through C<sub>5</sub> along with volume percentage.

**4.2 Detection of Down hole Problems/Anomalies, etc:**

- i) High/Abnormal Pressure Prediction: Analysis/computation of relevant data for detection of high pressure zones based on Dc Exponent, shale density, shale factor, Sigma log and detection of H<sub>2</sub>S, CO<sub>2</sub> etc. with accuracy up to 10 ppm and 5% respectively;
- ii) Immediate detection of kick and monitoring of pipe pressure;
- iii) Detection of mechanical failure of bit, drill string and pumps;

**4.3 Determination of Geological/Drilling Parameters :**

- i) Determination of shale density, shale factor, estimation of carbonate volume in percentage of total volume;
- ii) Determination of kill mud weight, volume, etc.;
- iii) Real time plots of continuous recording of gas and FID based analysis of gas (C<sub>1</sub>-C<sub>5</sub>);
- iv) Determination of volume of mud lost in case of circulation loss;
- v) Determination of pressure drop in mud circuit, jetting velocity, bottom dynamic pressure and ECD;

**4.4 Plotting and Preparation of Data :**

- i) Master Log/ Flush sample log: To plot the observed data from drill cuttings along with description of lithology, ROP, gas reading, bit record and performance, important events, etc. at 1:600 scale.
- ii) Geo-pressure log: To prepare as (i) above at 1:600 scale.
- iii) Deviation drilling : In case of a deviated well, deviated section of the hole to be plotted (plan and vertical section) after computation of the data
- iv) Hole profile and drilling progress chart: To be plotted on regular basis/daily.
- v) Plotted data to be routinely (as advised) dispatched to OIL's office at Duliajan.
- vi) Daily progress reports (including hydraulic report) to be submitted to OIL's geologist every morning or as advised by the Geologist.

**4.5 Other Services :** Bidder's personnel will be responsible for supervision and co-ordination for the above and also for the analysis and report of the following :

- a) Drill cutting samples to be put in sample bags once they are dry;
- b) Sample bags to be marked with well number and depth;
- c) Any other instructions as advised by OIL in connection with the service;

**4.6 Final Well Reports:** One original plus two copies of Well History or Well Completion Report must be submitted to OIL in hard copies and also all the data including drilling parameters in CD within 15 days from completion of rig down of the Unit.

**4.7 Gas detection and analysis equipment:** An FID based gas detection and analyzing equipment including degasser motor, compressor, calibration gas, hydrogen gas, etc.

**4.8 Other equipment:**

- i) Intercoms with minimum 6 (six) terminals to connect derrick floor (dog house), mud attendant, etc.
- ii) Fire extinguishers.

- iii) An on-line computer monitor is to be provided at a Company's hut (bunk house) at wellsite for the purpose of monitoring the parameters listed in para 4.1.

**5.0 PERSONNEL:** Personnel to be provided by the bidder to run the Unit round the clock during operation shall include :

- a) Two mud loggers (one each per shift of 12 hrs): Should be qualified postgraduate geologist (M Sc/M Tech) with minimum **3 (three) years experience** in Mud Logging operations.
- b) One TDC Engineer cum Senior Mud Logger (BE/B. Tech or equivalent) having minimum **5 (five) years experience** in Mud Logging operation and maintenance (12 hour shift).

5.1 TDC Engineer cum senior Mud logger is expected to work during day shift. However, in case of emergency, he may be required to attend the calls as well as rush to the wellsite if it becomes essential to run the operations uninterruptedly. Minimum one mud logger should always be available at the wellsite with the unit.

**6.0 MAINTENANCE:** The Mud Logging Unit is to be maintained in proper working condition during operation to deliver uninterrupted service. Personnel to be provided must be competent and experienced enough to carry out routine maintenance of the Unit to provide trouble free service. Any breakdown, defect, malfunction, etc., of any item/equipment will need to be attended immediately and, if required, to be replaced. For this purpose necessary spares and consumables to carry out repair/maintenance will need to be kept readily available at the Unit so that the drilling, mud and other related parameters are available online/on continuous basis.

**7.0 CONSUMABLES:** The Contractor is required to keep sufficient stock of various consumables listed below, which are required for operation of the MLU and shall supply the same as and when required. Company shall pay for cost of the items actually consumed on a monthly basis. It is estimated that following major items shall be required for operation of each unit for a period of 3 years.

Sl. No.	Item	Quantity for two years
1	Ink Cartridges (Colour)	100 nos.
2	Ink Cartridge (Black)	100 nos.
3	Ribbon for dot matrix printer	30 nos.
4	Sample gas calibration 10 litre cylinder (Methane 100%)	03 nos.
5	Sample gas calibration 10 litre cylinder (Mixture gas)	03 nos.
6	Printer paper/Roll sheets fan fold	20,000 sheets
7	Bond paper (A-4)	40 rims

**8.0 HYDROGEN GAS:** The bidder has to take care of the hydrogen gas required for the gas panels or the required cylinders may be managed from the market at Contractor's own account.

**End of Section-II**

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

**1.0 ASSOCIATION OF COMPANY'S PERSONNEL**

1.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor, monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

1.2 There shall be free access to all the equipment of the Contractor during operations and idle time by Company's representatives for the purpose of observing/inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the contract.

**2.0 PROVISION OF PERSONNEL AND FACILITIES**

2.1 The Contractor shall provide the experienced personnel for the services. All the personnel offered must have adequate experience (**Ref. Section-II, para 5**) in respective field and should be fluent in English language. On Company's request, Contractor shall remove and replace at his own expenses, any of his personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completeness of mobilisation of the Contractor for start of operations.

2.2 The Contractor shall be responsible for, and shall provide for all requirements of his personnel, and of his sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities at no charge to the Company.

2.3 The Contractor's representative shall have all the power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

2.4 The Company will not provide any boarding & lodging and transportation (to and fro well site) facilities to the Contractor. Contractor will have to make their own arrangement for providing boarding and lodging facilities to their personnel and transportation to well site.

**3.0 PENALTY:**

3.1 For payment of the operating days rates, Contractor must ensure that the computer systems and sensors, viz. Sl No. a to r mentioned in Para 4.1 of "Scope of Work" (**Section-II**) remain functional during the invoice period. Contractor must submit the Performance Report of the sensors duly certified by Company representative along with the invoice.

3.2 If the performance of the computer systems and sensors viz. Sl. No. a to r mentioned in Para 4.1 of "Scope of Work" (**Section-II**) is below 70% during the invoice period, then minimum (standby day rate) Unit operational rental will be paid. If the performance of the sensors is above 70% and below 90% during the invoice period, then 90% of operational rental will be applicable. Contractor must ensure that the defective sensors are repaired within 24 hours. Otherwise, penalty will be applied as above.

3.3 Any malfunctioning/non availability of instruments/equipment beyond 24 hrs. will attract pro-rata deduction of bill and penalty.

3.4 The functioning of all the sensors will be jointly checked and certified by the personnel from G&R Department and Instrumentation Department at least once in every month to ensure that the data collected is authentic. Any unit/ equipment found not working as per specification will be treated non-operational attracting pro-rata deduction in payment as well as penalty.

**4.0 LOSS OR DAMAGE OF UNIT/EQUIPMENT:** The Company will hold the Contractor responsible for any loss or damage to Company's Unit/equipment during operation in the event of negligence on the part of Contractor or its sub-contractors and also during inter location movement. In this case, Contractor should promptly perform all corrective work required to make the services conform to the operational standard. Such corrective work shall be performed entirely on contractor's own expenses. If such corrective work is not performed within the time frame given by the Company, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to the Contractor. In case Contractor fails to perform the corrective work of major nature, the performance security shall be forfeited.

**5.0 OBLIGATION OF THE CONTRACTOR**

5.1 Contractor at his cost shall arrange the clearance of the personnel, equipment, spare parts, consumables etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest on the Contractor. Any demurrage in this process will be at the contractor's cost. However, the relevant custom duties will be payable by Company as per actual.

5.2 Contractor shall arrange for transportation of their equipment/tools/spares/consumables from Contractor's yard/site to Company's site and back at the end of the work at their own expenses.

5.3 Contractor shall keep their equipment in good working order and shall begin the work with sufficient spares for the full operation period.

5.4 Contractor shall furnish to Company details of all equipment, duration of deployment of each equipment, spares and consumable to be brought into India three (3) weeks in advance of the date of shipment. These details shall include year of manufacture, date of purchase, name of manufacturer/supplier, make, model, serial number, specifications, country of origin, duration of deployment etc.

5.5 Contractor shall furnish full particulars of crews e.g. name, nationality, passport number, date and place of issue and expiry date of passport, father's name, date and place of birth, designation etc. three (3) weeks before the start of activities.

5.6 Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.

5.7 Contractor shall bear all expenses on account of repair/replacement of all their equipment etc. consequent upon any damage/loss/non-performance during the course of operation.

5.8 Contractor shall provide adequate arrangements for first aid in the field, as well as, in their camps.

5.9 Contractor shall be bound by laws and regulations of Government of India and other statutory bodies in India in respect of use of wireless sets, maps, charts, entry regulations, security restrictions, foreign exchange, work permits, customs and handling of explosives etc.

5.10 Contractor shall bear all taxes including road tax and Assam Entry Tax for bringing their materials to site.

5.11 Contractor shall bear all costs for transportation of their equipment and other materials to site.

5.12 Contractor shall use to the fullest extent all facilities available in India provided they are technically/operationally acceptable.

5.13 Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect.

5.14 Contractor shall arrange all entry permits, inner line permits etc. in respect of its staff deployed under the contract. Company shall, however, issue necessary letters only to Contractor for the same. Normally Contractor will request for issue of such letters at least three working days in advance.

5.15 Contractor shall arrange for security of their camp sites, equipment etc. at their own cost.

5.16 Contractor must replace/repair the floor of the Unit at their own cost during the contract period and shall arrange for painting of the Unit atleast once in every year that too in rig idle period or as advised by G&R Deptt.

## **6.0 OBLIGATIONS OF COMPANY**

6.1 Company shall arrange for transportation of Contractor's equipment during inter-location movement.

6.2 Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and its subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However, the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents.

6.3 Company shall organize all possible help from local government/ administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel (chowkidars) etc. as well as all security will be the responsibility of Contractor.

## **7.0 MOBILISATION PERIOD**

7.1 The Contractor must be able to mobilise his personnel, equipment, spares and all other necessary materials required for providing mud logging services in 30 days time from the date of issue of LOI by the Company.

7.2 The Contractor, following award of the contract and mobilisation of the crew and equipment, will be required to provide 24 hours uninterrupted mud logging service to the company.

## **8.0 MOBILISATION AND DEMOBILISATION OF OPERATING PERSONNEL:**

8.1 The Contractor must be able to mobilise his personnel, spares and consumables and all other necessary materials required for providing Mud Logging Services in 30 days time from the date of issue of LOI by the Company.

8.2 The Contractor, following mobilisation of the crew and necessary spares and consumables, will be required to provide 24 hours uninterrupted Mud Logging Services to the Company.

8.3 Company shall give seven (7) days notice to the Contractor for availing or not availing the services of Contractor's personnel.

8.4 All mobilisation and demobilisation charges for Contractor's personnel from Contractor's base to Duliajan and back shall be to Contractor's account. These include but are not limited to travel expenses, accommodation charges, personnel insurance etc. Company shall not be responsible for any charges in this regard whatsoever. Contractor's operating personnel shall be required to be mobilised at Duliajan.

**9.0 AREA OF OPERATION:** The Company reserves the right to deploy the Contractor for Mud Logging Services under the same rates, terms and conditions anywhere in its oilfields in Assam and Arunachal Pradesh.

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**SECTION - IV**  
**SCHEDULE OF RATES/PAYMENT**

**D) SCHEDULE OF RATES** The rates and charges as indicated in **Proforma-A** shall be applicable to this contract. The rates/charges are defined as under:

**1.0 MOBILISATION CHARGES (a):** This charge includes all cost of mobilisation of personnel, spares, consumables etc. to Duliajan/appointed site.

1.2 Mobilisation charges will be payable after the date of commencement as certified by the Company.

**2.0 OPERATION AND MAINTENANCE DAY-RATE INCLUDING CREW (b):** This charge covers cost on day rate basis for providing the Mud Logging Unit services to OIL during operation at drilling site round the clock including the equipment rental and crew charge. The operating day rate will include the cost of maintenance and spares. These charges are payable from the time the mobilisation is completed in all respect at the first drilling site and payable during the Mud Logging Unit is in operation. It is considered that the Unit is in operation only when the online data is generated. In other words operating day rate is payable as long as the Mud Logging Unit generates the online data.

2.1 For Mud Logging Unit operational and maintenance charge, Contractor shall raise invoices at the end of each Calendar month. Contractor must submit the Performance Report of the sensors duly certified by Company Representative along with the invoice.

**3.0 STANDBY DAY RATE DURING NON OPERATION (c):** The standby day rate is payable for the period during which the equipment is not in operation during rigging up, rigging down & inter-location movement (ILM) of MLU and stoppage of drilling operation etc.

3.1 For Mud Logging Unit Standby charges, Contractor shall raise invoices at the end of each Calendar month along with Operating Charges.

**4.0 NO CHARGE PERIOD:** No charges are payable during the period the Mud Logging Unit is not in working condition for non availability of crew, spares or consumables or for any other reason attributable to the Contractor.

**5.0 DEMOBILIZATION CHARGES (c):** The lump-sum de-mob charge payable which will be inclusive of demobilization of all the personnel, unused spares and consumables etc.

5.1 Demobilization charges will be payable when the assignment of works under this contract is concluded to the satisfaction of Company and completion of re-export of all the re-exportable items. All charges connected with demobilization including all fees and taxes in relation thereto and insurance & freight on export outside India will be to Contractor's account.

**6.0 CONSUMABLE CHARGES (e):** The Contractor shall supply all the consumables for operation of the MLU and cost of consumables will be paid on actual as mentioned in para 7.0 of **Section-II**.

6.1 For consumable charges, Contractor shall raise invoices at the end of each Calendar month along with Operating Charges.

**7.0** Company shall arrange for transportation of the Mud Logging Unit during inter-location movement. Contractor's personnel are required to be present during inter-

location movement of the mud logging unit. Company shall not be held responsible for any damage of the unit/equipment during inter-location movement.

7.1A full day rate will be considered starting from 5 AM to next 24 hours.

**II) SCHEDULE OF PAYMENT:**

- 1 Contractor shall raise invoice for the lump sum mobilisation charges when the personnel are ready at sites for starting the job as certified by Company authorized representative after verification/inspection.
- 2 For operating charges, standby charges and cost of consumables, Contractor shall raise the invoice after completing each month service.
- 3 Contractor shall raise invoice for the lump sum de-mobilisation charges after de-mobilisation as certified by Company authorized representative upon verification/inspection.

**End of Section-IV**

# PROFORMA-A

## PRICE BID FORMAT

Sub: Tender No. OIL/CCO/GEOL/149/2006

### SUMMARY OF RATES TO BE QUOTED BY BIDDER

Sl. No	PARTICULARS	Quantity	Rate	Total
1	Mobilisation Charge	Lump sum	a =	A = a x 1
2	Operating Day Rate	720 days	b =	B = b x 720
3	Standby Day Rate (*)	10 days	c =	C = c x 10
4	De-Mobilisation Charge	Lump sum	d =	D = d x 1
5	Consumables			
	i) Ink cartridge (Color) for two online and one offline printers	100 Nos	e1 =	E1 = e1x100
	ii) Ink cartridge (Black) for two online and one offline printers	100 Nos	e2 =	E2 = e2x100
	iii) Ribbon for dot matrix printer	30 Nos	e3 =	E3 = e3x30
	iv) Sample gas calibration (CH <sub>4</sub> :100%)	3 Nos	e4 =	E4 = e4x3
	v) Sample gas calibration (Mixture gas)	3 Nos	e5 =	E5 = e5x3
	vi) Printer paper	20000 sheet	e6 =	E6 = e6x20000
	vii) Bond paper A-4	30 rims	e7 =	E7 = e7x30
	<b>Total cost of the consumables:</b>		<b>E = E1+ E2 + E3+ E4 + E5+ E6 + E7</b>	

**TOTAL ESTIMATED CONTRACT VALUE: T = A + B + C + D + E**

**(\*): Standby Day Rate:** The standby day rate should not exceed 90% of the Operating Day Rate (i.e. "c" should be less than or equal to "b" x 0.90).

**Signature of the authorised person:** \_\_\_\_\_

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

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

**Seal of the Bidder:**

**PROFORMA-B**

**Tender No. OIL OIL/CCO/GEOL/149/2006**

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE.**

Srl#	Item Description	Qty /Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

- (1) The items which are not of consumable nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

**Signature of the authorised person:** \_\_\_\_\_

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

**Seal of the Bidder:**

**PROFORMA-C**

**BID FORM**

To

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

**Sub: Tender No. OIL/CCO/GEOL/149/2006**

*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 awarding the Contract.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

**Signature of the authorised person:** \_\_\_\_\_

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

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

**Seal of the Bidder:**

**PROFORMA-D**

**STATEMENT OF NON-COMPLIANCE**

**(Only exceptions/deviations to be rendered)**

**Sub: Tender No. OIL/CCO/GEOL/149/2006**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

**Signature of the authorised person:** \_\_\_\_\_

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

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

**Seal of the Bidder:**

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of Compliance”** in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

**FORM OF PERFORMANCE BANK GUARANTEE**

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date .....

Place \_\_\_\_\_

**AGREEMENT FORM**

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

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

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

WHEREAS, Company had issued a firm Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's Tender No. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

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

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No.: \_\_\_\_\_. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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.

**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/GEOL/149/2005**

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

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

Yours Faithfully,

**Signature of the authorised person:** \_\_\_\_\_

**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.