

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

M/s.
India

TENDER NOTICE NO.: DCO2095P09/BD

Date: 07.02.2009

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/Firms for the under mentioned work:

DESCRIPTION OF WORK/ SERVICE.	LOCATION	CONTRACT PERIOD	i)Bid Closing/ Opening date ii)Earnest money deposit
Hiring of Pneumatic Baryte Loading facility for 02 (Two) Drilling rigs including setting up a bulk handling plant at Duliajan for a period of 03 (Three) years with an option of extension for 01 (one) more year.	The services will be confined to the drilling locations in the company's operating areas in Assam and Arunachal Pradesh. The bulk handling plant will be set up at a suitable area near Duliajan for operational convenience.	The services will be initially required for a period of 03 (Three) years and the same may however be extended for a further period of 01 (One) more year with same terms and conditions.	07.04.2009 350,000.00 (RUPEES THREE LAKH FIFTY THOUSAND ONLY)

- a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt No. _____ dated _____ of _____
- b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
- c) Conditional/Non Conditional offer as per letter attached.

2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the

HEAD-CONTRACTS
OIL INDIA LIMITED
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All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccesssful tenderers, but is liable to be forfeited in full or part, at Company's discretion , as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at HEAD-CONTRACTS's office before any attending tenderers.Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason,the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the

corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be considered to be correct.

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

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

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

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

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

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

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

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

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

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

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

06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

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

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

13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

14.0 The amount of retention money shall be released after 6 (six) months from the date of completion certificate from the concerned department.

15.0 The work shall have to be started within seven days from the date of work order.

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

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

SENIOR MANAGER(CONTRACTS)
For HEAD-CONTRACTS

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

WORKS CONTRACT

DCO2095P09/BD

DESCRIPTION OF WORK/SERVICE :-

Hiring of Pneumatic Baryte Loading facility for 02 (Two) Drilling rigs including setting up a bulk handling plant at Duliajan for a period of 03 (Three) years with an option of extension for 01 (one) more year.

PART -I CONDITIONS OF CONTRACT

MEMORANDUM OF AGREEMENT made this _____ day of _____ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at _____ .

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts :-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The Contractor must complete the work within 156 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 15% (fifteen p.c) of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 15% (fifteen percent) of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. _____ (Rupees _____ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, upto the amount of 90% (ninty percent) of the value of work done. Final payment will be made only after satisfactory completion of the work . Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

17. The Contractor shall deploy local persons in all works.

18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

20. Special Conditions

a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect

of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. ARBITRATION :

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration : DULIAJAN .

22. FORCE MAJEURE :

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

23. LB VERIFICATION REPORT AND SECURITY REVIEW :

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above :-

SIGNED & DELIVERED FOR AND ON BEHALF OF

(Signature of Contractor or his legal Attorney)

----- by the hand

(Full Name of Signatory)

of -----
its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

Designation _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date _____

OIL INDIA LIMITED
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WORKS CONTRACT

Tender No. DCO2095P09/BD

Part II - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	Rental charge for bulk handling plant	Months	36.000		
20	Lumpsum charges for GCI sheet shed	Number	1.000		
30	Mobilisation charges	Lumpsum	1.000		
40	Demobilisation charges	Lumpsum	1.000		
50	Fixed charges for 3 transportation silos	Months	36.000		
60	Running charges for transportation silos	Ton-Kilometre	600,000.000		
70	Fixed charge for truck	Months	36.000		
80	Running charges for truck	Ton-Kilometre	100,000.000		
90	Service Charges for operating the BHP	Months	36.000		
				Total Amount(Rs):	

Note :- Bidder must include all liabilities including statutory liabilities in their quoted rates.

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WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: DCO2095P09/BD

TERMS OF REFERENCE/TECHNICAL SPECIFICATION DETAILS OF SCOPE OF WORK AND SERVICES

1.0 Preamble :

OIL INDIA LIMITED, an integrated National Oil Company, has been carrying out oil exploration and development activities since early fifties with 13 nos. of Drilling Rigs and 14 nos. of workover rigs. OIL have continuous activities covering a wide range of areas in Assam and Arunachal Pradesh. OIL, now intends to hire the services from reputed and experienced party for supplying a Bulk Handling Plant for handling Baryte powder in Bulk alongwith transportation of Baryte powder through Transportation Silo at well site. The service is required for loading the drilling mud with Baryte powder for increasing drilling mud density.

1.1 The bid document provides the scope of work to be performed by the bidder/ contractor for bulk handling and transportation of Baryte powder including loading and off-loading of Baryte powder in bags as well as in transportation silos.

SECTION I

2.0 Technical specifications:

1) Line item no. 10: Bulk Handling Plant-

A) Requirement at the Base Plant-

The supplier will be required to set up a Bulk Handling Plant (BHP) at a place designated by the company consisting of the following:

i) 1000 cft capacity storage silo # 02 (Two) nos.

ii) Cutting pod of 60~75 cft capacity # 02 (Two) nos.

iii) Suitable ramp for cutting and loading Baryte powder on to cutting pods.

iv) 02 (Two) nos. brand new screw air compressor complete with hoses, valves, nipples etc for transferring Baryte from cutting pods to Storage silos / transportation silos and from storage silos to transportation silos and vice versa.

B) Field Requirement:

i) Field storage silo (2x600 cft capacity) - 04 nos. (2 nos. per rig)

ii) Surge tank (@ 50 cft capacity) - 04 nos. (1 no. per rig x 2 rigs plus 2 nos. standby for movement to forward location)

iii) Compressor (brand new screw compressor) - 02 nos. (1 no. per rig x 2 rigs)

iv) All necessary hoses, valves, nipples etc for trouble free working of the system.

Specification of storage silos at base plant, storage silos at wellsite, cutting pods, surge tanks and compressors etc are furnished in Annexure - I.

2) Line Item No. 20: Supply of GCI sheet storage cum working area -

i) All season GCI sheet shed covered with brick/CGI sheet walls on all four sides of approximately 2500 sq ft area (approx. 50 ft x 50 ft) which will include a storage space of approximately 500 sq. ft area for storage of approximately 150~200 MT of Baryte powder in bags. The shed should have proper illumination so that in times of emergency the plant can be operated after daylight hours also.

3) Line Item No. 50 & 60: Field Transportation Silos and Truck-

i) The contractor will be required to provide 03 (Three) nos. of transportation silos of capacity 200~300 cft each for transportation of barytes powder from Bulk Handling Plant to different well sites.

ii) The above transportation silos should be mounted on a truck having GVW 25 Ton. The Transportation Silo will be complete with all piping connections, Driver's Cabinet.

iii) The vintage of the trucks provided for transportation should not be more than two years at the time of placement. The contractor will be required to place the vehicles at OIL's Transport Deptt for inspection and certification prior to field use.

iv) Trucks, Drivers and helpers of the trucks should have valid permits to operate in OIL's operating areas in the state of Assam and Arunachal Pradesh. The contractor shall be responsible for arranging all necessary permits as required by law / company's regulations.

v) The contractor shall arrange all road permits, road tax and any other permit that may be required by Government Authority for plying his trucks/trailers in Assam and Arunachal Pradesh

vi) The contractor shall arrange identity cards for his personnel to enter into OIL's operating areas and innerline permits for entering Arunachal Pradesh.

vii) The specifications of the transportation trucks and haulers are given in Annexure - II.

4) Line Item No. 70 & 80: Truck for transportation of sack materials-

i) In addition to the truck mounted transportation silos the contractor shall provide the services of 1 (One) dedicated truck for transportation of sack materials from OIL's warehouse to Bulk Handling Plant.

ii) The vintage of the truck provided for transportation of sack materials should not be more than two years at the time of placement. Documentary evidence in support of this will be provided by the contractor. The contractor will be required to place the vehicle at OIL's Transport Deptt for inspection and certification prior to field use.

iii) Truck, Driver and helpers of the truck should have valid permits to operate in OIL's operating areas in the state of Assam and Arunachal Pradesh. The contractor shall be responsible for arranging all necessary permits as required by law / company's regulations.

iv) The contractor shall arrange all road permits, road tax and any other permit that may be required by Government Authority for plying his trucks/trailers in Assam and Arunachal Pradesh

v) The contractor shall arrange identity cards for his personnel to enter into OIL's operating areas and innerline permits for entering Arunachal Pradesh.

5) Line Item No. 90 : Service Charges for Operating BHP -

The contractor shall provide the necessary manpower for operation and maintenance of the BHP at base as well as the four nos. of wellsites by providing the trained manpower as per the attached list under clause 3.12.

SECTION-II

3.0 Details of services / scope of work:

3.1 Contractor shall provide the services for transportation of Barytes powder in sacks from Company's Materials Godowns to the Bulk Handling Plant (operated and maintained by the contractor at a place designated by the company) by trucks and from the Bulk handling plant at Duliajan to various drilling well locations (as advised) in Assam / Arunachal Pradesh through transportation silos.

3.2 The contractor shall provide services for cutting the sack materials and transferring the same to storage silos using compressed air. The used sacks will be piled neatly by the contractor and shall be disposed by the contractor at a site designated by the company without creating pollution either at the Bulk Handling Plant or at the wellsite.

3.3 The contractor shall provide technically competent and experienced personnel (crew members) for setting up, operating and maintaining the Bulk Handling Plant. The contractor shall provide a detailed list of his personnel who will be engaged for operation and maintenance of the Bulk Handling Plant as well as for round the clock operation at wellsite.

3.4 The contractor shall provide technically competent and experienced personnel (crew members) along with their Transportation Silos, for transportation of Barytes powder including loading at contractor operated bulk handling plant and off-loading at Field Storage Silos at well site.

3.5 The bidder shall provide experienced personnel along with their Transportation Silos for running as well as for hooking up of contractor owned compressor at contractor's bulk handling plant and at well site.

3.6 The transportation silos provided by the contractor shall be suitable for carrying the Barytes powder in bulk and each of the silos should have the minimum capacity of 5.66 cum (200 cft). The specifications of Transportation Silos to be provided by the bidder should be as per Annexure #II or its equivalent.

3.7 The contractor shall provide 3 (Three) no. of Transportation Silos, with a minimum capacity of 5.66 cum (200 cft) per silo. All transportation silos shall be in very good running condition throughout the currency of the contract and will be required to provide round the clock services (24 x 7) for smooth running of company's drilling operation.

3.8 However, silos with higher capacity may also be acceptable subject to roadworthiness of the transportation silos and accordingly the number of silos shall decrease so that the combined capacity should not be less than 22.64 cum (800 cft). However in no case the maximum capacity of individual silo will exceed 300 cft and it is desirable to limit the silo capacity to @ 200 cft for ease of transportation through oilfield roads.

3.9 The contractor must be in a position to transfer a minimum of 1600 ~ 2000 cft of baryte powder every day. The maximum quantity may, however, vary depending on criticality of well operations.

3.10 In emergent situations, the contractor may be required to load barytes into field silos from barytes bags at the wellsite itself by transferring a cutting pod to the wellsite.

3.11 The transportation of Field Storage Silos, Surge Tanks and Compressor from one location to another will be

OIL's responsibility. However, it will be contractor's responsibility to provide necessary supervision during loading and unloading of the same to ensure safety of their equipment. OIL will not be responsible for any damage to contractor's equipment during loading, transportation and unloading.

3.12 Contractor's personnel:

Barytes loading in wellsites (4 wellsites) is 24X7 in nature. The Bulk Handling Plant at base is required to run accordingly to cater to all four locations. Each of the truck mounted transportation silos may be required to make more than one trip a day as and when the situation demands. Based on our estimate the following personnel will be required from contractor's side -

- a) Technical Representative - 1 (One) No. to manage all operations and to liaise with Company on a day to day basis for smooth running of operations of the contract.
- b) Compressor operator - 5 (Five) nos. - 2 (Two) nos. at each of the two wellsites on 12 hours shift basis and one no. at the base BHP.
- c) Silo Operator - 5 (Nine) nos. - 2 (Two) nos. at each of the two wellsites on 12 hours shift basis and one no. at the base BHP.
- d) Mechanic - 1 (one) no. To attend to technical problems of compressors, silos etc at wellsites and at BHP.
- e) Labourers - 8 (Eight) nos. for BHP at base and to load unload sack materials from Company's warehouse
- f) Truck driver - 1 (One) no.
- g) Transportation silo drivers - 3 (Three) Nos.
- h) Handymen for transportation silos - 3 (Three) nos.

The above requirement of manpower is indicative only. However, the contractor has to assess the requirement and bid accordingly. It is to be noted that employment of labourers and others at wellsites and BHP will be governed by oil mines and other regulations applicable to oil industry.

4.0 Duration of Contract:

The period of contract will be initially for a period of 3 (three) years with an option of extension for a further period of 1(one) year at the same rate, terms and condition of contract.

5.0 Area of operation:

The Area of operation will be the oil fields of Oil India Limited located in Assam and also in Arunachal Pradesh, if required.

6.0 Special Notes: During the execution of the services under this contract the contractor shall give special attention to the following points as the Bulk Handling Plant is proposed to be set up within an area having human habitat in the vicinity -

- a) The successful bidder will take necessary precautions to contain the dust generated while cutting the baryte sacks on to the cutting pods and while transferring the baryte from the cutting pods to the storage silos as well as from the storage silos to the transportation silos and vice versa. For this purpose the contractor must devise a suitable method like putting the vent under water or any other method that may be available.
- b) The successful bidder will take necessary precautions to reduce the sound generated while operating the compressors for keeping the noise pollution under control due to reasons mentioned under a) above. For this

purpose the contractor must place comparatively noise free new generation screw compressors.

c) The successful bidder will also take necessary precautions to collect the cut HDPE bags and dispose the same from time to time at a place designated by Head - Chemical or his representative.

d) In times of emergency the successful bidder must be in a position to provide uninterrupted services of the Bulk Handling Plant in three shifts a day.

Annexure-1

The broad specification of storage silos at Bulk Handling Plant, Field Storage Silos and Compressors to be provided at well sites are as under:

(a) Storage Silos at Bulk Handling Plant :

Capacity : 1000 cft.

Quantity : 2 Nos.

Position of Mounting : Vertical skid mounted

Diameter of Silo : 3150 mm (approx.)

Total Height of Silo : 7000 mm(approx.)

Code of construction : ASME, SEC. VIII. DIV. 1/1S-2825.

Weld efficiency : 85%

Working pressure : 4 kg/cm²

Designed pressure : 4.5 kg/cm²

Working temperature : 10 ~ 40 degree centigrade.

Type of heads : TORISHERICAL.

Hydrostatic test pressure : 6 kg/cm².

Cone length at the bottom : 2 (two) meter.

Manhole : 2 Nos.(1no. roof Manhole and 1 no.shell Manhole, both having 500 mm nominal Diameter.

Skid : ISME 200, vessel mounted on 4 no. of posts on the skid.

Ladder : Ladder up-to the height of silo.

Floating nozzles : 2 (two).

Vent : 1 no., 200 mm nominal dia.

Out-let : 1 no., 125 mm nominal dia

In-let : 1 no., 125 mm nominal dia

Safety valve : 1 no., 50 mm nominal dia coupling.

Operating Medium : Baryte Powder (Ba SO₄)

(b) Field Storage Silos at Well Site:

Capacity : 600 cft.

Quantity : 2 Nos. per rig (4 nos for 2 rigs)

Position of Mounting : Vertical skid mounted

Diameter of Silo : 3150 mm (approx.)

Total Height of Silo : 7000 mm(approx.)

Code of construction : ASME, SEC. VIII. DIV. 1/1S-2825.

Weld efficiency : 85%

Working pressure : 4 kg/cm²

Designed pressure : 4.5 kg/cm²

Working temperature : 10 ~ 40 degree centigrade.

Type of heads : TORISPHERICAL.

Hydrostatic test pressure : 6 kg/cm².

Cone length at the bottom : 2 (two) meter.
 Manhole : 2 Nos.(1no. roof Manhole and 1 no.shell Manhole,
 both having 500 mm nominal Diameter.
 Skid : ISME 200, vessel mounted on 4 no. of
 posts on the skid.
 Ladder : Ladder up-to the height of silo.
 Floating nozzles : 2 (two).
 Vent : 1 no., 200 mm nominal dia.
 Out-let : 1 no., 125 mm nominal dia
 In-let : 1 no., 125 mm nominal dia
 Safety valve : 1 no., 50 mm nominal dia coupling.
 Operating Medium : Baryte Powder (Ba SO4)

(c) Compressor:

Type : Screw Air Compressor.
 Working pressure : 7 kg / cm².
 Free air delivery (FAD) : 8.5 kg / cm².
 R.P.M.: 1500-1800
 Air drier : To handle 300 cfm (8.5 m³ /min.)
 Make : Kirloskar Pneumatic Compressor or Atlas Copco or Ingersol Rand
 Prime-mover : Ruston or Ashokleyland or Cummins or Kirlosker oil Engine.

Annexure-II

Broad specification of Transportation Silos to be provided, operated and maintained by the contractor

Baryte Haulers : Himech Baryte Haulers/or equivalent

Transportation silos are to be especially designed for independent loadings and discharge of barites powder through 100 NB discharge line, Haulers should be efficient and dependable having 200~300 cft capacity (10~15 MT).

BARYTE HAULER should consist of the following:

- * Pressure Vessel of 200~300 cft.
- * Air Fluidisation System
- * Butterfly Valves & Ball Valves
- * Platform and Ladder

Salient Features :

- * Well Balanced Axle Loading
- * Better road stability and maneuvering
- * Discharge rate 60-70 MT/hr.
- * Baryte fill available at 25 mtr. Height

Specifications : Materials of Construction

- * Prime Mild Steel Plate.
- * Shell : 5 mm thick
- * Dishends : 6 mm thick
- * Pipes : TATA ERW
- * Valves : Fluid Control/ Aeircon

Note : The above transportation Vessel should be mounted on a normal Truck having GVW 25 Ton and chassis specification as follows. The Transportation Silo will be complete with all piping connections, Driver's Cabinet.

Specification of Chassis:

Drive : 6x4
 GVW : 25000kg
 Wheelbase : 4000mm approx
 Overall length : 7000mm approx
 Engine power : Min 160 HP @ approx 2500 rpm
 Engine emission : Min EURO # II or BS # II
 Driver's cabin : Factory (chassis manufacturer) built cabin
 Suitable model : TATA LPK 2516 TCIC & LPK 2518TC or Ashok Leyland
 2516/4C or equivalent

Slings job on top of the silos to be carried out.

SECTION III

GENERAL CONDITION OF CONTRACT

1.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT

1.1 The contract shall become effective as on the date company notifies the contractor in writing that the contract has been awarded.

1.2 Commencement date: The date on which the contractor's personnel along with necessary tools and equipment, transport silos, etc. arrive at Duliajan, set up the Bulk Handling Plant at Base and ready to transport barite by transportation silos to the first well, will be the commencement date of the contract. Mobilization of contractor's personnel and equipment at Duliajan shall be completed within 60 days of issuance of LOI.

1.3 The contract shall be initially for a period (primary term) of 3 (three) years with an option for OIL to extend the contract period for another 1 (one) year at the same rates, terms and conditions.

2.0 DEFINITIONS / TERMS

The following words and phrases shall have the meanings hereby assigned to them except where the contract otherwise requires.

2.1 Company means OIL INDIA LIMITED (OIL) / OPERATOR

2.2 OIL/Operator means the person or persons appointed and approved in writing from time to time by the Operator to act on its behalf for overall co-ordination and project management at site.

2.3 `Chemist' means the person or persons/agencies appointed from time to time by the Operator to act on its behalf to the extent so authorized and notified in writing to the Contractor.

2.4 `Chemist's Representative' means any resident Chemist or assistant of the Chemist appointed by the Operator to perform the duties set out in Article whose authority is notified in writing to the Contractor by the Head - Chemical / Chemist.

2.5 `Site' means the lands/location specified by the operator under in or through which the operations are to be carried out, for the purposes of the contract together with any other places designated in the contract as forming part of the site.

2.6 'Commencement Date' means the date in which the operation under this contract taken charge of by the Contractor (applicable in case of delay in mobilization only, otherwise as per Clause 1.0).

2.7 'Guarantee' means the period and other conditions governing the warranty/guarantee in respect of the works.

2.8 Contractor's Representative' means such person or persons duly appointed at the site by the Contractor in writing delegating authority to act on behalf of the Contractor in matters related to the work.

2.9 'Company's items' means the equipment and services which are to be provided by Company or Contractor at the expense of company.

2.10 'Contractor's items' mean the equipment and services which are to be provided by contractor at the expense of the Contractor.

2.11 'Mobilization of the Contractor' means deployment of all the specified equipment with truck / crew by the Contractor to begin work for the first designated site.

2.12 'Demobilization of the Contractor' means removal of all the specified equipment with truck / crew from the base camp by the Contractor after completion of the services.

2.13 'Specification' means those specifications of the work relating to the industry standards and codes, work performance, quality and the specifications affecting the works and performance of the work detailed in the specifications of this contract.

2.14 'Day' means a calendar day of twenty four (24) consecutive hours beginning at 00:00 hours (midnight) and ending at 2400 hours (midnight) following, as referred to local time at site.

2.15 'Third party' means any group, corporation, person or persons who may be engaged in activity associated with the work specified but who shall remain at arms length from the work and who shall not have a direct responsibility or authority under the terms of the contract.

2.16 'Work' means all the work to be performed by Contractor under this Agreement.

2.17 'Facility' means all properties of the Operator owned or hired which is or will be a part of the Operator's well site and the base plant.

2.18 'Contract price' means the sum or sums agreed to pay by the Operator as consideration for the work performed by the Contractor in the contract subject to any conditions thereto or deductions therefrom which may be made under the provisions of the contract.

2.19 'Certificate of Completion' means certificate issued by the Company to the Contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by Company.

2.20 'Company's base' means Duliajan or subsequently changed place from where the baryte is to be supplied /transported to the well site (Locations)

2.21 Base camp set up / accommodation: Contractor has to arrange their own accommodation.

3.0 DUTIES & POWERS

3.1 OIL/Operator's Representative

The duties of the OIL representative(s) are to act on behalf of the Operator for overall co-ordination and project management at location. The OIL Representative shall have an authority to order changes in the Scope of work to

the extent, so authorized and notified by the Operation to the Contractor in writing. The OIL Representative(s) shall liaise with the Contractor, monitor and progress so as to ensure the timely completion of work.

3.2 Chemist

The Chemist shall ensure that the works are carried out in accordance with the specifications, scope and other terms and conditions of contract. The Chemist shall have the right to inspect at all reasonable intervals and part of the works and necessary tests to be carried out and such work which is not in accordance with the contract. The Chemist will have right to scrutiny of the records for the work. In general the Chemist will have authority to oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor.

3.3 Contractor's Representative

The Contractor's Representative shall have all the powers required for the performance of the works. The OIL Representative shall liaise with the Contractor Representative, Chemist's Representative for the proper co-ordination of the works and or any other matter pertaining to the works.

4.0 COMPENSATION TO CONTRACTOR

4.1 General

The Operator agrees to pay Contractor for work performed/services rendered by the Contractor, a sum computed at the rates specific in the contract.

4.2 Firm Price

The rates payable under this contract shall be firm during the term of the Agreement and no escalation on any account e.g. wages, HSD price, taxes/duties and whatsoever shall be allowed under any circumstances.

5.0 OVERALL CONDITIONS OF THE CONTRACT

(A) Contractor's Obligations:

5.1 Contractor shall,

5.1.1 In accordance with and subject to the terms and conditions of this contract perform the work described.

5.1.2 Except as otherwise provided herein provide all labour and other personnel as required to perform the work.

5.1.3 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.

5.1.4 Be deemed to have satisfied itself before submitting its Bid as to the correctness and sufficiency of its Bid for the services required and of the rates and prices, except insofar as otherwise provided herein cover all its obligation under the contract.

5.1.5 Give or provide all necessary supervision during the performance of the services and as long there after as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

5.1.6 To comply with all local/statutory regulations for mines act, labour laws etc.

5.1.7 Observe safety regulations in accordance with acceptable Oilfield practice contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing accident, fire, explosion and blow out, etc.

5.1.8 Report to company any evidence if identifies which may indicate or likely to lead to an abnormal or dangerous situation at the earliest opportunity and immediately take the first emergency control steps within contractor's scope at well/works site.

5.1.9 If any equipment malfunctions and cannot be repaired at well site / base with in reasonable period resulting in contractor's failure to provide the services, the penalty as mentioned elsewhere in this contract will be applicable.

5.1.10 Depending upon the requirement and availability, the contractor should also be capable of providing their services at any odd hours.

5.1.11 Carry out the work of cement transportation jobs with professional competence and an efficient and workman like manner and provide company with a standard of work customarily provided by reputed Bulk handling company to major international Companies in the Petroleum industry.

5.1.12 The Transport silos and other equipment, tools and materials to be provided by contractor shall be in first class working condition and upto entire satisfaction of Head - Chemical or his representatives.

5.1.13 The contractor shall keep at least 4 (four) no. of transport silos (if each silo is having a capacity of 5.66cu.m (200 cft) in good operating condition in all the times. Out of the 4 silos, one should be of four wheeler drive. The requirement of no. of silo may be increased depending upon company's operation.

5.2 Contractor shall be responsible for :

(a) Operation and maintenance of the Bulk Handling Plant set up at the base as per terms of this contract.

(b) Supervision during loading of barite at bulk handling plant at Duliajan (set up, operated and maintained by the contractor) and also to transportation silos.

(c) Transportation of barite through transportation silos

(d) Off loading of barite to field silos at well site with the help of compressor available at site.

(e) Transportation of left over barite in well sites after rig down.

(f) Assembling /dismantling of lines through compressor from transportation silos / field silos

(g) Start/Operate the compressor at designated well site for off-loading of barite.

5.3 Contractor shall arrange for regular and periodical maintenance of their equipment including replacement of worn-out parts/supply of all spare parts (at its own cost) and ensure a smooth and break down free operation.

5.4 Contractor must have an established office adjacent to the Oil heads quarters Duliajan, so that the contractor can be contacted in odd hours as and when required. Additionally, the contractor must keep competent representative, who shall be in-charge of contractor's personnel and who shall have full authority to resolve all day to day matters.

5.5 Seeing the nature of company's operations, the contractor must supply requisite manpower for doing the jobs at a short notice so as to prevent any shut down of company's operations. Moreover the contractor may be required to mobilize additional labours for meeting any emergency, at a very short notice.

5.6 Extra labourers if required for manual loading of materials will be supplied by contractor at Company's cost.

5.7 The safety of contractor's employees will be contractor's responsibility. All safety measures as necessary for well site/plant operations will be provided by contractor to its employees.

5.8 The fuel and lubricants required for running the service will be supplied by contractor at its own cost and responsibility.

5.9 Discipline : Contractor shall maintain strict discipline and good order among its personnel through out the duration of this contract. Should company feel with just cause, that the contract of any of contractor's personnel is detrimental to company's interests. Company shall notify contractor in writing the reason for requesting removal of such personnel / employee at its expense within 7 days.

5.10 Contractor shall arrange to obtain necessary permission from appropriate authority for compliance with any labour law, or any other regulations applicable to its personnel/vehicles/equipment as applicable in connection with the execution of the jobs.

5.11 Contractor shall maintain at all times proper records of Bulk materials received for processing, delivered to the drilling rig and received back from rigs from time to time and submit report to Company on a weekly basis.

5.12 Accommodation : Accommodation of contractor's personnel shall be contractor's responsibility Company will not provide any accommodation whatsoever.

(B) Company's obligations:

5.13 Inspection :

i) The Company's Chemist / representative shall upon initial placement of Bulk Handling Plant, transportation silos, field silos check all the relevant documentation and duly inspect / test the same before accepting if for the services under this agreement. Such inspection/test shall be carried out entirely at the Supplier's risk and cost. Any vehicle / silo found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Chemist/ representative.

ii) The Company's Chemist shall have power amongst others as follows:

- a) Instruct the Supplier from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
- b) Undertake periodic inspection or the bulk handling plant, transportation silos as per programme as may be decided by him / her. Such inspection shall be carried out in the presence of the Supplier or in presence of his / her authorized representative. Such inspection / test carried out by the company shall be at the Supplier's cost and risk.
- c) Instruct the Supplier to remedy / rectify expeditiously any defects revealed upon periodic inspection / test carried out by the Company. Such rectification shall be at the Supplier's cost entirely.
- d) Instruct the Supplier to remove the vehicle(s) silo(s) in respect of which the defects as aforesaid which have been detected upon inspection/test periodically by the Company and which have remained unrectified..
- e) Instruct the Supplier to remove the vehicle(s) silo(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
- f) Check the speedometer and kilometer readings and notify and defects and determine any correction factor on the kilometrage statement-cum-bill in case the speedometer and kilometer readings are found to be defective.
- g) Instruct the Supplier to furnish the names of all driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such drive(s) / crew are required to be replaced for any reason.

iii) 'LICENCE AND PERMITS' means any and all of the following, which must be valid and updated periodically by the Supplier to the satisfaction of the Company.

- a) Professional driving license(s) and P.S.V. badge(s) for the driver(s).
- b) Registration Book(s) with endorsement of Road Tax
- c) Permits for plying the vehicle(s)/solo(s) for commercial purpose as may be required.
- d) Road Permits for Assam & Arunachal Pradesh.
- e) Road Fitness Permit(s)
- f) Innerline Permit(s) for A.P
- g) Comprehensive insurance Certificate(s) both for vehicle(s) / silo(s) as well as Crew
- h) Any other as required under law in force.

5.14 A cumulative of 48 hrs. time (not exceeding three occasions) with prior permission of company's Chemist will be allowed every month for servicing/maintenance without any deduction of fixed charge. The said 48 hrs. will be restricted to every month and cannot be carried over.

5.15 Company shall, in accordance with and subject to the terms and condition of the contract, pay contractor for the services availed / materials supplied as stipulated herein.

5.16 Company, shall allow Contractor access, subject to normal security and safety procedures to all areas as required for orderly performance of the work/ supply.

5.17 Company reserves the right to check the Bulk Handling Plant and other contractor's items before the commencement date. If they are not found in good order or not meet specifications as per enclosed EXHIBIT-II or in case of non-availability of some of the contractor's items listed in EXHIBIT- II the Commencement date shall be the date when contractor has remedied such default. The Company also reserves the right to inspect the equipment at any time during the operation. Any equipment found short and defective shall be replaced/rectified by the contractor within the shortest possible time without causing disruption of work assigned to the contractor under this contract. Any delay caused on account of replacement of short and defective equipment shall be owned by the contractor. Any equipment found defective and unserviceable during the tenure of the contract shall be replaced by the contractor forthwith and all costs including transport freight and other duties and taxes, levies and expenses for such replacement shall be borne by the contractor.

5.18 The company also reserves the right :

- i) To change the bulk handling program at any time.
- ii) To check, at all times. Contractor's stock level, to inspect contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- iii) To order suspension of operations while and whenever.
 - a) Contractor's personnel is deemed by company to be not satisfactory or.
 - b) Contractor's works quality is deemed by company to be not satisfactory or
 - c) Contractor's equipment does not conform to regulations or to the specification enclosed in EXHIBIT-II or
 - d) Contractor's insurance in connection with operations hereunder is found by company not to satisfy the

requirement set forth in this contractor or

e) Contractor's equipment turns into a danger to on or around the rig or to the well/work site.

5.19 Association of Company's Personnel

i) Company's personnel will be associated with the work throughout the bulk handling operations and Contractor shall ensure simultaneous transfer of know-how, technology and new developed services with exception of commercial secrets.

5.20 Company shall make available to contractor the bulk material (e.g barite) for processing and despatch to the drilling rig.

5.21 Company shall carry out the preventive as well as break down maintenance of company's compressor at bulk handling plant and at well site.

5.22 Company may allow the contractor for parking of their vehicles inside industrial area or inside of new industrial area, only if space is available for the same. However it will be the responsibility of contractor for safety as well as security of their vehicles and equipments while parking.

6.0 CONTRACTOR'S PERSONNEL

6.1 Contractor warrants that it shall furnish competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently as per the list of personnel indicated in Section VI and shall ensure that such personnel observe applicable Company's safety requirement. The personnel working as operator should possess valid license for running heavy vehicle. The company has the option to accept or reject any staff / personnel of the contractor, who do not meet the company's requirement and found to be unsuitable, in which case the contractor shall provide suitable alternative to the satisfaction.

6.2 Contractor shall be responsible for and shall provide for all requirements of his personnel and his sub - contractor, if any, including but not limited to their insurance, housing medical services, transportation (both air and land), salaries and all amenities, all emigration requirement, taxes if any, payable in India or outside at no extra charge to the company.

6.3 Contractor shall arrange food, accommodation and available medical facilities for their personnel.

6.4 Transportation of contractor's personnel to and from well site will be arranged by Contractor at their cost.

6.5 The proforma for undertaking from all the personnel, engaged by the contractor, should be forwarded as per Annexure # B#.

7.0 MOBILIZATION

7.1 The mobilization of all equipment to site shall be completed within 60 days from the date of the letter of Intent.

7.2 Mobilization charge includes all charges on all equipment, accessories spares and consumables.

7.3 Mobilization charges will be payable when all equipment / tools are positioned at site and free of defects and duly certified by the company's representative regarding suitability to undertake / commence the work assigned under the contract.

7.4 Mobilization charges shall cover all local and outside cost of the contractor to mobilize the equipment to the site and shall include all duties, taxes and transport to the operation base etc,

8.0 DEMOBILIZATION

8.1 The Demobilization charges include all charges inclusive of demobilization of all equipment from Operation base/site.

8.2 Company shall give notice to contractor to commence demobilization contractor will ensure that demobilization is completed within 45 days of notice from the company. No charge whatsoever will be payable from that date of notice to demobilize.

8.3 All charges connected with demobilization including all fees and taxes in relation thereto and insurance and freight will be to contractor's account.

9.0 WARRANTY AND REMEDY OF DEFECTS

9.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, efficient, and current state of the art

technology/inspection services and conformity with all specifications, standards and drawings set forth or referred to in the technical Specifications with instructions and guidance which Company may, from time to time, furnish to the Contractor.

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

9.3 The rights and remedies of company provided by this Clause are in addition to any other right and remedies provided by law or in equity or otherwise.

10.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

10.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any conduct of operation hereunder, 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.

10.2 Contractor shall not, without Company's prior written consent, make use of any document or information referred in this contract and the NIT except for purposes of performing the contract.

10.3 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.

10.4 All data assembled, compiled, developed, reproduced and studied by the contractor in connection with the services rendered shall be considered strictly confidential. The secrecy of the data shall be maintained by the contractor even after the expiry of the contractual service period..

11.0 TAXES:

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

11.2 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian income Tax act as maybe in force from time to time.

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

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

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

11.6 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.

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

11.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

12.0 PATENT INFRINGEMENT

12.1 Contractor shall defend and hold Company harmless against any and all claims, actions and liabilities for

violation of any patent or patents brought against Company and / or use of any patented processes. Compositions machines or articles of manufacture, Company shall at all times have the right to be represented by its own counsel and participate in the defense of any action in which Company is a party defendant.

12.2 Company shall defend and hold Contractor harmless against any and all claims action and liabilities for violation of any patent of patents brought against Contractor and/or Company by any third party as a result of Company's use of any patented processes composition, machines or articles of manufacture. Contractor shall at all times have the right to be represented by its own counsel and to participate in the defense of any action in which Contractor is a party defendant.

13.0 LIQUIDATED DAMAGES

13.1 For default in timely mobilization of all equipment liquidated damage @ 0.5% of estimated contract value for delay of each week or part thereof subject to a maximum of 7.5% of the estimated contract value will be applicable.

13.2 In the event of contractor's failure to mobilize all the equipment to Company's site within 15 weeks time after expiry of the mobilization time to be incorporated in the contract, company will have the right to terminate the contract and forfeit the security deposit.

14.0 PENALTY

14.1 In the event of contractor's failure to deliver barite to the well site/ drilling rig within 12 hours of Company's advice, contractor shall have to pay a penalty at double the rate of its service charges / transportation charges for the duration exceeding twelve hours and for the quantity which the contractor could not supply in that particular period.

14.2 In the event of transportation silo being not available on any day or part thereof, no fixed charge will be payable for said period. In addition, penalty will be levied at price equivalent to pro-rata fixed charge.

14.3 Apart from above, if manpower for running the bulk handling plant at base or any of the four wellsites is not available on any day or part thereof, no service charge will be payable for said period. In addition, penalty will be levied at price equivalent to pro-rata service charge.

15.0 INSURANCE

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

15.2 Contractor shall at all times during the currency of the contract provide, pay for and maintain the following insurance's amongst others :

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employees 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 items provided by the Contractor for performance 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.

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

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

15.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies relating to Contractor's operations hereunder indicating.

- a) Kinds and amount of insurance as required herein.

- b) Insurance company or companies carrying the aforesaid coverage
- c) Effective and expiry dates of policies.
- d) Territorial limits of the policies.

15.6 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.

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

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

16.0 CHANGES

16.1 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.

16.2 If a change results 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 to be prescribed by company. Such estimates shall be based on the rates shown in the contract. 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 the 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 Article 22 (Arbitration) hereunder. Contractor's performance of the Work as changed will not prejudice contractor's request for additional compensation for work performed under change order.

17.0 FORCE MAJEURE

17.1 Notwithstanding anything herein to the contrary contractor shall not be liable for forfeiture of its performance security, payment of penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure.

17.2 In the event of either party being rendered unable by Force majeure to perform any obligations required to be performed by them under this contract the relevant obligations of the party affected by such force majeure shall upon notification to the other party.

17.3 For purpose of this clause Force majeure# means an act of God, war, revolt, riots, strikes, fire, 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.

17.4 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.

17.5 Time for performance or the relevant obligation suspended by Force majeure shall then stand extended by the period for which the Force majeure conditions last.

17.6 Unless otherwise directed by company in writing contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all responsible alternative means for performance not prevented by Force majeure event.

18.0 TERMINATION

18.1 This Contract shall be terminated upon completion of the job required to be done by the Contractor of the job required to be done by the Contractor with full satisfaction of OIL.

18.2 Company, may without prejudice to any other remedy for breach of contract, by written notice of default sent

to contractor, terminate the contract in whole or in part if contractor fails to perform any of its obligation under the contract and if contractor does not cure its failure within a period of 30 days (or such longer period as the company may authorize in writing) after receipt of the default notice from company.

18.3 In the event company terminates the contract in whole or in part pursuant to paragraph 16.1. Company may procure upon such terms and in such manner as it deems appropriate materials, equipment and services required to complete that part of the operation in default by the contractor and contractor shall be liable for any excess costs incurred by company. However, contractor shall continue performance of the contract to the extent not terminated.

18.4 Company may at any time terminate the contract by giving written notice to contractor, without compensating contractor, except for services already rendered, if contractor becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will occur thereafter to company. Similarly, the contractor may also at any time terminate this contract by giving 6 months notice without compensation if the company become Bankrupt or otherwise become insolvent and provided further that no steps have been taken by the company within the notice period of 6 months to avoid Bankrupt and insolvency.

18.5 Company may, by written notice sent to contractor, terminate the contract in whole or in part of any time for its convenience. The notice of termination shall specify that termination is for company's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, which should be at least 15 days after the date of the notice of termination. If company exercises this right it shall pay contractor in accordance with the provisions of the contract for work satisfactory performed upto the date of termination as well as for demobilization cost, if any, substantiated by contractor to the satisfaction of company.

19.0 INGRESS AND EGRESS AT LOCATION

19.1 Company shall provide contractor, if required, requisite certificates for obtaining right of ingress from location where jobs are to be performed, including any certificates required for permits or licenses for the movement of contractor's personnel. Should such permits/licenses be delayed because of objections of appropriate authorities in respect of specific contractor's person(s), such person(s) should be promptly removed from the list by the contractor and replaced by acceptable person(s).

20.0 CONSEQUENTIAL DAMAGE

20.1 Neither party shall be liable to the other for special indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

21.0 MOBILIZATION ADVANCE PAYMENT

21.1 Request for advance payment shall not be normally considered, however, depending on the merit and at the discretion of the company, advance against mobilization 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.

21.2 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.

21.3 Bank guarantee shall be valid for 2 (two) months beyond completion of mobilization and the same may be invoked in the event of contractor's failure to mobilize as per agreement.

21.4 In the event of any extension to the mobilization 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.

22.0 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 cancellation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

23.0 NOTICES

23.1 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 Contractor

(1) Head- (Chemical)
Chemical Department

(2) Head- (Contracts)
Contracts Department
OIL INDIA LIMITED

DULIAJAN # 786602
ASSAM, INDIA
Telex No. 288 249 DULO IN
288 211 DULO IN
FAX NO. 0374 # 2801680 /2800533
E Mail:contracts@oilindia.in / chemical@oilindia.in

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

24.0 SUBCONTRACTING

24.1 Contractor shall not subcontract or assign, in whole or in part its obligation to perform under this contract except with company's prior written consent which will not be unreasonably withheld. Company will have the right to accept or reject any subcontractor so selected.

24.2 Company shall have the right at any time to assign all or any part of its right hereunder to related or affiliated or subsidiary company provided that such successor shall remain fully liable and responsible to contractor and obligation imposed by the agreement.

25.0 MISCELLANEOUS PROVISIONS

25.1 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.

25.2 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.

25.3 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.

26.0 PERFORMANCE SECURITY :

The Contractor has to furnish Performance Bank Guarantee for an amount of Rs####.(Rupees #####.only) valid up to 30.06.2013 issued by _____ towards performance security of the contract. The Security Money shall be payable to Company as compensation for any loss resulting from contractor's failure to fulfill their obligation under the contract. In the event of extension of the contract period, the validity of the Performance Bank Guarantee shall be suitably extended by the contractor. The Security Money will be discharged by company not later than 30 days following its expiry.

ANNEXURE B

PROFORMA FOR UNDERTAKING FORM CONTRACTOR'S PERSONNEL

I _____ S/o _____

_____ R/o _____

with M/s. _____ have been

deployed _____ w.e.f.

_____ in_OIL#s operation by my employer M/S _____

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

I am employee of _____ for all practical purposes and there is no Privity of Contract between me and OIL.

Signature

DULIAJAN :

WITNESS :

1.0 NAME :
DESIGNATION :
DATE :

2.0 NAME :
DESIGNATION :
DATE :

SECTION IV

The bidder should quote the following charges in Part-II of the bid.

SCHEDULE OF RATES

1. Rental charge for Bulk Handling Plant:

Rental charges will be payable when all equipment / tools as mentioned in Annexure # I are duly rigged up at the base as well as at the designated well sites and the base bulk handling plant and the well site silos complete with all ancillaries become operational.

For the purpose of calculating penalty, in case the contractor fails to provide the required services either in any of the four well sites or in the base Bulk Handling Plant, the whole plant will be considered as consisting of 5 (five) units and proportionate penalty will be imposed.

2. Lumpsum charges for GCI sheet shed:

The job will be considered to be complete with the following :

- i) GCI sheet shed of @ 2500 sq ft area
- ii) Storage area of @ 500 sq ft within the GCI sheet shed
- iii) Proper brick soiling and providing wooden planks in the storage area for proper stacking of barite sacks
- iv) One small office room for the technical representative of the contractor
- v) Installation of two numbers of cutting pods, compressor, suitable ramp for cutting of sack material prior to transferring same to storage silos.
- vi) Necessary electrical connections for running of compressors, illumination of working area etc.

3. Mobilization Charges (Lumpsum):

Mobilization charges will be payable when all equipment / tools are commissioned at site and are found free of defects and duly certified by the company's representative regarding suitability to undertake / commence the work assigned under this contract.

Note:

(a) Mobilization charges include mobilization of equipment and manpower from contractor's base to Duliagan for the Bulk Handling Plant at Base and to four designated well sites in Assam for the well site silos.

(b) Mobilization charges should cover local and foreign costs, if any, to be incurred by the contractors to mobilize to the bulk handling plant site and to the first four locations earmarked for the purpose.

(c) Mobilization and demobilization charges taken together should not exceed 5 % (five per cent) of total contract value.

4. Demobilization Charges (Lumpsum):

Demobilization charges will be payable when all equipment / tools are removed from site within one month from the serving of the demobilization notice by the company and duly certified by the company's representative regarding satisfactory completion of the work assigned under this contract either on premature termination of contract / at the end of the contract / extended period of contract.

5. Fixed Charges for Transportation Silos (Rental):

The rental charges for the transportation silos will be payable on per month basis pro rated to completed working days subject to availability of the transportation silos in good working and roadworthy condition. However, no payment shall be made for the period of any breakdown excepting the time allowed every month for servicing / maintenance.

6. Running Charges for Transportation Silos (Transportation charges):

The transportation charge for one way up to the well site will be payable for transportation of barite powder by the company's approved route on per MT per KM basis including for loading at the bulk handling plant (operated and maintained by the contractor) and offloading of the barite powder at different locations as directed by the company representative.

7. Fixed Charges for Truck (Rental):

The rental charges for the truck will be payable on per month basis pro rated to completed working days subject to availability of the truck in good working and roadworthy condition. However, no payment shall be made for the period of any breakdown excepting the time allowed every month for servicing / maintenance.

8. Running Charges for Truck (Transportation charges):

The transportation charge for one way from the company's stores yard (within the company's industrial area) up to the storage site within the bulk handling plant will be payable for transportation of barite powder on per MT per KM basis including for loading at the company's stores yard and offloading of the barite powder at the storage yard within the bulk handling plant as directed by the company representative.

9. Service Charge for Operating the Bulk Handling Plant:

The Service Charges will comprise of the charges for technical manpower for operation and maintenance of the Bulk Handling Plant including all ancillaries (at the base BHP and at all four well sites) duly certified by the company representative and will be payable on per month basis pro rated to completed working days. However, no payment shall be made for the period of any shut down due to shortage of technical manpower either at the base BHP or at individual well sites. The calculation for deduction of payment on account of non-availability / absence of technical manpower will be done considering total operating units as 5 (five) nos. consisting of the base BHP and the 4 (four) well site set ups.

Broadly the following manpower is anticipated, but depending on the type of system offered, the bidder may add or delete as well as enhance or reduce the suggested manpower without affecting laid down rules and regulations that may be in vogue as well as the operation and maintenance:

1. Technical Representative - 01 (One) No.
2. Silo Operator - 05 (Five) Nos (Two each for rig duty in 2 rigs on 12 hrs shift duty basis and one for the bulk handling plant)
3. Compressor Operator - 05 (Five) Nos. (Two each for rig duty in 4 rigs on 12 hrs shift duty basis and one for the bulk handling plant)
4. Mechanic (for compressor and silos) - 01 (One) no.
5. Unskilled Labour - 8 (Eight) Nos. (Four each for the truck and the BHP)
6. Driver for truck and transport silos - 04 (Four) nos.
7. Helper for truck and transport silos - 04 (Four) nos.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

1.0 LIABILITY

1.1 Except as otherwise expressly provided, neither company nor its servants, agents, nominees, contractors, of subcontractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and /or loss of or damage to the property of the contractor and / or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of company and / or its servants, agents, nominees, assignees, contractors and subcontractors. The contractor shall protect, defend, indemnify and hold harmless company from and against such loss or damage and any suit, claim or expense resulting there from.

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

1.3 The contractor here agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against company and / or its under writer, servant, against, nominees, assignees, contractors and subcontractors for loss or damaged to the equipment of the contractor and / or its subcontractor when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

1.4 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, against, nominees, assignees contractors and subcontractors for injury to illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

2.0 INDEMNITY AGREEMENT

b) The contractor agrees to protect, defend, indemnify and hold company harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment 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 operation 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.

c) The company agrees to protect, defend, indemnify and hold contractor harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and expenses, costs, liens and judgment 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 operation 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.

d) INDEMNITY APPLICATION

The indemnities given herein above, whether given by company or contractor, shall be without regard to fault or to the negligence or either party even though said loss, damage, liability, claim demand, expense, cost or causes of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

3.0 WAIVERS AND AMENDMENTS

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

4.0 PAYMENT & INVOICING PROCEDURE

4.1 Company shall pay to contractor, during the term of the contract, the amount duly calculated according to the rates of payment set and in accordance with other provisions hereof on the basis of daily log book signed by departmental officer. 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.

4.2 All payment by company to contractor shall be made at contractor's designated bank.

4.3 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.

4.4 Contractor will submit six sets of all invoices to company for processing of payment. Separate invoices for the charges payable under the contractor shall be submitted by contractor for foreign currency and Indian Rupee.

4.5 Contractor shall raise invoice for the lump sum mobilization charges when the entire equipment and personnel are ready at respective sites for starting the job as certified by the company.

4.6 Contractor shall raise invoices at the end of each month for the services performed, rates payable and the total amount claimed. These invoices should be submitted to the operator's representative.

4.7 If any deduction is to be made from the invoices of the contractor, the contractor should be informed along with the reasons for such deductions.

4.8 Payment of monthly invoice, if undisputed shall be made with 45 days following the date of receipt of invoices by company subject to RBI's approval.

4.9 The company shall with 30 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 as indicated above. This will not prejudice of the company's right to question the validity of the payment at a later date as envisaged in para 4.3. above.

4.10 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 there after be due.

4.11 Contractor shall maintain complete and correct records of all information on which contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query objection.

4.12 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.

5.0 WITH-HOLDING

5.1 Company may with-hold or nullify the whole or any part of the amount due to contractor on account of

subsequently discovered evidence in order to protect company from loss on account of :-

- (a) For non-completion of jobs assigned as per section IV
- (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 other 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 payment of salaries / wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- (f) Failure of contractor to pay the cost of removal of unnecessary debris, materials, tools or machinery.
- (g) Damage to another contractor of company
- (h) All claims against contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by contractor to fully reimburse company under any of the indemnification provisions of this contract.

If, during the progress of the work contractor shall allow any indebtedness to accrue for which company, under any circumstances in the opinion of company may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by company, fail to pay and discharge such indebtedness, then company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to contractor, a sum equal to amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be amounts so with-held.

- (i) Garnishee 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 be discharged by company in the event of contractor's failure to adhere to such laws.

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.

6.0 APPLICABLE LAW

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

6.2 The contractor shall ensure full compliance of various India 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) Mines Act, 1952 # as applicable to safety and employment conditions and subsequent amendments.
- (b) Oil Mines Regulations, 1984.
- (c) Workmen's of wages act.
- (d) Payment of wages Act.
- (e) Payment to Bonus Act, 1965
- (f) Contract Labour (Regulation & Abolition) Act 1970

- (g) Family Pension Scheme
- (h) Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of services)
- (i) Provident Fund and Misc. Provisions Act, 1952
- (j) Indian Electricity Act, 1953
- (k) Central excise & salt Act, 1944
- (l) Income Tax Act, 1961
- (m) Assam Finance Act, 1956
- (n) Assam sales Tax Act, 1947
- (o) Central sales tax Act, 1947
- (p) Assam pollution control board's rules & regulations.

6.3 The contractor shall not make the company liable to reimburse the contractor to the statutory increase in the wages rates of the contract labour appointed by the contractor such statutory of any other increase in the wages rates of the contract incur shall be borne by the contractor.

7.0 SAFETY

Contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all safety rules and instructions.

8.0 POLLUTION OR CONTAMINATION

8.1 Company agrees that the company shall be responsible for and shall indemnify the contractor and hold its agents, services, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of contractor's services / operations if such pollution or contamination is caused by company's misconduct or negligence.

8.2 Contractor agrees that contractor shall be responsible for and shall indemnify the company and hold its agents, servants, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of company's services / operations if such pollution or contamination is caused by contractor's misconduct or negligence.

9.0 CHANGE OF OWNERSHIP

The contractor's right and obligations under this contract are not transferable by sale or assignment without the company's written consent. In the event of the operation / service is being sold without the company written consent in addition to its other rights, the company may at its absolute discretion terminate this contract where upon the contractor shall reimburse the company payment, if any paid in advance and not earned, and any sums to which the company may sustain directly as a consequence of such termination.

List of Materials & Equipments to be issued to the contractor

The successful bidder will be required to provide all equipment and other materials necessary for a) setting up, operation and maintenance of the bulk handling plant at the base and b) setting up, operation and maintenance of the system at 04 (Four) nos. of well locations as advised by Head - Chemical and/or his representative. The contractor will also be responsible for providing food, accommodation and PPE to all his personnel. Details of technical specification, units and quantity will be as per "Details of Scope of Work and Specifications".

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC) AND SCHEDULE OF RATES

BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specification 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.

A. TECHNICAL

Bidders must meet the following criteria:

1.0 The transportation silos offered should be new and have minimum capacity of 5.66 cum (200 cft)

1.1 The bidder should offer brand new carrier chassis for transportation silos. The bidder's declaration, to this effect is to be submitted along with the bid. However, the relevant document supporting the possession of the brand new carrier chassis for transportation silos is to be submitted prior to mobilization of the transportation silos.

1.2 The bidder should enclose undertakings in Non-judicial Stamp Paper to provide uninterrupted service and that there will not be any shut down / waiting period in respect of their equipment for want of spares.

2.0 Experience

2.1 (a) The bidder must have minimum of 5 (five) years of experience as on bid closing date in supplying / operating and maintaining cement / barite bulk handling plant along with providing the services of transportation of oil well cement / barite in bulk, in an oil / gas well drilling company, as referred in details of services / scope of work in Part-III of the tender. The documentary evidences for above in the form of at least one such contract executed (or running) must be forwarded with the bid.

2.1 (b) The bidders who do not have their own experience in oil well cement / barite bulk loading, transportation and off loading but intend to bid on the strength of collaborators / Joint Venture Partner, must have experience of handling at least one project in any oil field services with a magnitude of Rs.2.00 Crores in the last Five(5) years till bid closing date of this tender. The Collaborator / JV Partner must have the requisite experience covered under clause 2.1.(a) above. The documentary evidences for above must be forwarded with the bid.

2.1 (c) The joint venture partnership/collaboration should be through a properly executed and legally enforceable MOU and the same should be valid for the entire duration / extended period of the contract. Collaborator / JV partner shall have to provide the manpower and service if and when required by OIL for carrying out operations as per the provision of the contract. An undertaking by both the parties to this effect is to be submitted along with bid.

2.1 (d) Collaboration / Joint venture partnership with a firm who submits offer as independent bidder against this tender will not be acceptable.

2.1.1 In support of experience mentioned above, the bidder must submit the following:

(a) Documents establishing five years of experience in the specific field of operation in drilling / work over oil / gas wells.

(b) Areas / establishment with whom worked etc.

2.2 The average annual financial turn over of the bidder during the last 3 (three) years ending 31.03.2008 should be **minimum Rs.70.00 Lakhs**. Documentary evidence in this regard to be submitted.

B. COMMERCIAL BID SUBMISSION

1.0 The bids are to be submitted in a single stage two bid system i.e. Part-I: Techno-Commercial Bid and Part-II: Priced Bid in separate sealed envelopes submitted together. Both the bids should be identical except that only the Priced Bid should contain the quoted prices. The techno Commercial Unpriced Bid must not contain the

prices. The complete bid will be summarily rejected if the Techno Commercial Unpriced Bid contains the prices.

2.0 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account. A bid submitted with adjustable price will be treated as non responsive and rejected.

3.0 Bid security shall be furnished as a part of the Techno Commercial Unpriced 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.

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

5.0 The bid documents are not transferable. Bid made by parties who have not purchased the bid document from the company will be rejected.

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

7.0 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign on all pages, failing which the bid will be rejected.

8.0 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the persons(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

9.0 Any bid containing false statement(s) will be rejected.

10.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Part -II of bidding document, otherwise the bid will be summarily rejected.

11.0 Bidder must accept and comply with the following clauses as given in the Tender Document in toto, failing which offer will be rejected #

- (i) Performance Guarantee Bond Clause
- (ii) Force Majeure Clause
- (iii) Tax liabilities clause
- (iv) Arbitration clause
- (v) Acceptance of jurisdiction and applicable law
- (vi) Liquidated damage cum penalty clause

C. GENERAL

1.0 In case bidder takes exception to any clause of 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.

2.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be summarily rejected.

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

D. BID EVALUATION CRITERIA (BEC):

The bids conforming to the technical specification and terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as

per the Bid evaluation criteria given below : Comparison of offers will be done on Total evaluated cost for three years period on the basis of quoted rates as per price format, which will be as under.

The total contract cost will be evaluated for three years as follows #

Total cost of Contract (T) = (RE x 36 months) + LS + M + DM + (FTS x 36months) + (RTS x 600,000 T.Km) + (FTr x 36 months) + (RTr x 100,000 T.Km) + (SC x 36 months)

Where,

RE = Rental charges of Equipment (line item 10)

LS = Lumpsum charges for GCI sheet shed (line item no. 20)

M = Mobilization charge, Lump-sum (line item no. 30)

DM = Demobilization charge, Lumpsum (line item no. 40)

FTS = Fixed charges for 03 transportation silos (line item no. 50)

RTS = Running charges for transportation silos per MT per kilometer (line item no. 60)

FTr = Fixed charges for truck (line item no. 70)

RTr = Running charges for truck per MT per kilometer (line item no. 80)

SC = Service charges (line item no. 90)

Note-1: Priced bid evaluation will be done as per Part-II.

Note-2:

1. Mobilization charge will be paid once for entire contract
2. Tentatively 20 nos. of wells in one year at an average distance of 50 km from Duliajan is considered for bid evaluation purpose of item no.6. However the contractor will be paid on actual.
3. Tentatively 4000 MT of barite transportation from stores to BHP (at an average distance of 5 km from stores) in one year is considered for bid evaluation purpose of item no.8. However the contractor will be paid on actual.

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

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO2095P09/BD

The successful bidder will be required to provide all equipment and other materials necessary for a) setting up, operation and maintenance of the bulk handling plant at the base and b) setting up, operation and maintenance of the system at 04 (Four) nos. of well locations as advised by Head - Chemical and/or his representative. The contractor will also be responsible for providing food, accommodation and PPE to all his personnel. Details of technical specification, units and quantity will be as per "Details of Scope of Work and Specifications".

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO2095P09/BD

Description of work/service :

Hiring of Pneumatic Baryte Loading facility for 02 (Two) Drilling rigs including setting up a bulk handling plant at Duliajan for a period of 03 (Three) years with an option of extension for 01 (one) more year.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date _____

M/s _____

CONTRACTOR
 FOR & ON BEHALF OF